



BOARD OF COMMISSIONERS AGENDA

March 5, 2018

IMMEDIATELY FOLLOWING THE STATE OF THE COUNTY ADDRESS AT 6:00 PM

John E. LaBelle Public Safety Complex

1911 Tooley Road, Howell, MI

"The mission of Livingston County is to be an effective and efficient steward in delivering quality services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County."

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11. RESOLUTIONS FOR CONSIDERATION

None.

12. CALL TO THE PUBLIC

13. ADJOURNMENT

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

February 20, 2018, 7:30 PM

304 E. Grand River, Board Chambers, Howell MI 48843

1. CALL MEETING TO ORDER

The meeting was called to order by the Chairperson, Donald Parker at 7:32 p.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Roll call by the Clerk indicated the presence of a quorum as follows:

Present: Kate Lawrence (1), William Green (2), David Domas (3), Douglas Helzerman (4), Donald Parker (5), Robert Bezotte (6), Carol Griffith (7), Dennis Dolan (8) and Gary Childs (9).

Absent: None.

4. CORRESPONDENCE

None.

5. CALL TO THE PUBLIC

None.

6. APPROVAL OF MINUTES

1. Minutes of Meeting Dated: February 5, 2018
 2. Minutes of Meeting Dated: February 14, 2018
- Motion to approve the minutes as presented.

It was moved by D. Dolan
Seconded by C. Griffith

Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs
No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

7. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

8. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

It was moved by W. Green
Seconded by K. Lawrence

Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs; No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

9. REPORTS

Commissioner Parker provided a handout on forming a Committee on Opioid Abuse. The committee will address many issues including current services, educational programs and prevention of opioid abuse in Livingston County.

Commissioner Parker requested a motion to create a special Committee on Opioid Abuse consisting of Commissioner Childs, Commissioner Lawrence, and Commissioner Helzerman; with Commissioner Childs serving as its Chair

It was moved by D. Domas
Seconded by R. Bezotte

Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs
No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

Commissioner Green stated that he is a member of the Substance Use Disorder Oversight Policy Board and they have over \$1 million in PA2 dollars that the new Opioid Committee should look at accessing.

Commissioner Griffith invited all to attend the upcoming Walk for Warmth being held this Saturday, February 24, 2018, at the old Hartland High School. Registration begins at 8:30a.m.

Commissioner Helzerman stated that Handy Township is moving forward with its master plan to allow the power plant.

Marcia Gebarowski with SPARK presented their 4th Quarter 2017 Report. Also present were colleagues Julia Upfal and Phil Santer. A handout detailing the report was provided to the commissioners.

10. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2018-02-024 through 2018-02-035

Motion to adopt the Resolution.

It was moved by G. Childs
Seconded by C. Griffith

Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs
No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

- a. **2018-02-024** Resolution Authorizing the Purchase of Dell Mobile Data Computers-Emergency Medical Services;
- b. **2018-02-025** Resolution Authorizing Capital Expenditure for One (1) Vehicle and Supplemental Appropriation-Car Pool;
- c. **2018-02-026** Resolution Authorizing the Use of the WEX Bank FKA Wright Express Fleet Card Program to Provide Fuel for Livingston County Motor Pool Vehicles-Car Pool;
- d. **2018-02-027** Resolution Approving the Updated L.E.T.S. Title Vi Program Required by The Federal Transit Administration (FTA)-L.E.T.S.;

- e. **2018-02-028** Resolution Authorizing Specialized Services Contract Between the Michigan Department of Transportation and The County of Livingston (L.E.T.S.) For FY 2019-L.E.T.S.;
- f. **2018-02-029** Resolution of Intent To Apply For Financial Assistance For State Fiscal Year 2019 Under Act No. 51 Of The Public Acts Of 1951, As Amended-L.E.T.S.;
- g. **2018-02-030** Resolution of Intent to Apply for Financial Assistance for State Fiscal Year 2019 For Transportation to Work Grant-L.E.T.S.;
- h. **2018-02-031** Resolution Authorizing the Livingston County Treasurer to Increase the Imprest Cash Account for The Livingston County Drain Commissioner's Office -Treasurer;
- i. **2018-02-032** Resolution Authorizing the Livingston County Treasurer to Increase the Imprest Cash Account for The Livingston County Clerk's Downtown Office-Treasurer;
- j. **2018-02-033** Resolution Authorizing the Livingston County Treasurer to Increase the Imprest Cash Account for The Livingston County Building Department-Treasurer;
- k. **2018-02-034** Resolution to Approve a Non-Precedent Setting Donation of a Vehicle to The Department of Veterans' Services-Veterans Services;
- m. **2018-02-035** Resolution Authorizing a Budget Amendment to The Fiscal-Year 2018 Budget-Administration.

11. RESOLUTIONS FOR CONSIDERATION

a. 2018-02-036

Resolution Authorizing the Renovation of Livingston County Veterans Services Office and a Supplemental Appropriation - Veterans Services

Motion to adopt the Resolution.

It was moved by D. Dolan
Seconded by R. Bezotte

Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs
No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

b. 2018-02-037

RESOLUTION TO APPROVE APPOINTMENTS TO THE LIVINGSTON LEADERSHIP COUNCIL ON AGING - Board of Commissioners

Motion to adopt the Resolution.

It was moved by C. Griffith
Seconded by G. Childs

Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs
No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

12. CALL TO THE PUBLIC

None.

13. ADJOURNMENT

Motion to adjourn the meeting at 8:15 p.m.

It was moved by G. Childs

Seconded by R. Bezotte

Yes (9): D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs

No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

Elizabeth Hundley, Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

February 28, 2018

IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE

304 E. Grand River, Board Chambers, Howell MI 48843

Members Present D. Parker, D. Dolan , K. Lawrence, D. Helzerman, R. Bezotte,
G. Childs

Members Absent W. Green, D. Domas, C. Griffith

1. **CALL MEETING TO ORDER**

The meeting was call to order by Commissioner Parker at 8:02 a.m.

2. **PLEDGE OF ALLEGIANCE**

All rose for the Pledge of Allegiance.

3. **ROLL CALL**

Indicated the presence of a quorum.

4. **CALL TO THE PUBLIC**

None.

5. **APPROVAL OF AGENDA**

Motion to approve the Agenda as presented.

Moved By G. Childs

Seconded By D. Helzerman

Yes (6): D. Parker, D. Dolan, K. Lawrence, D. Helzerman, R. Bezotte, and G. Childs;

No (0): Absent (3): W. Green, D. Domas, and C. Griffith.

Motion Carried (6-0-3)

6. **FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS**

Motion to approve the Claims dated: February 28, 2018

Moved By D. Helzerman

Seconded By G. Childs

Yes (6): D. Parker, D. Dolan, K. Lawrence, D. Helzerman, R. Bezotte, and G. Childs;

No (0): Absent (3): W. Green, D. Domas, and C. Griffith.

Motion Carried (6-0-3)

7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES

Motion to approve the Payables dated February 15, 2018 through February 28, 2018

Moved By K. Lawrence

Seconded By G. Childs

Yes (6): D. Parker, D. Dolan, K. Lawrence, D. Helzerman, R. Bezotte, and G. Childs;

No (0): Absent (3): W. Green, D. Domas, and C. Griffith.

Motion Carried (6-0-3)

8. CALL TO THE PUBLIC

None.

9. ADJOURNMENT

Motion to adjourn the meeting at 8:04 a.m.

Moved By D. Helzerman

Seconded By R. Bezotte

Yes (6): D. Parker, D. Dolan, K. Lawrence, D. Helzerman, R. Bezotte, and G. Childs;

No (0): Absent (3): W. Green, D. Domas, and C. Griffith.

Motion Carried (6-0-3)

RESOLUTION

NO: 2018-03-038

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution to Reorganize Clerical Positions in the Family Support Division of the Prosecutor’s Office - Prosecutor

WHEREAS, the Administrative Specialist has requested to phase her retirement by reducing her working hours from 40 hours (full time) to 21 hours (part time) starting March 2, 2018; and

WHEREAS, the Administrative Specialist has indicated her retirement date would occur by May 1, 2018; and

WHEREAS, the Family Support Division wishes to support this transition to retirement request for this employee who has nearly fifteen (15) years of service; and

WHEREAS, the phased retirement presents an opportunity for succession planning for this critical clerical role in the Prosecutor’s office; and

WHEREAS, the hiring of an Administrative Specialist (Grade 5) to train and provide backfill during the phased retirement would be beneficial to the Prosecutor’s office operations during this period; and

WHEREAS, the reduction of hours & benefits from the Administrative Specialist combined with the reduced new hire costs for the incoming Administrative Specialist will cover the cost of this transition period.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Prosecutor’s office to reduce the hours of the existing Administrative Specialist from 40 hours to 21 hours with the agreement from the employee that she will retire from employment with the County by May 1, 2018.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize the Prosecutor’s office to backfill the Family Support Division Administrative Specialist with a full-time 40-hour employee until May 1, 2018.

BE IT FINALLY RESOLVED that the Board of Commissioners authorize any budget amendment to effectuate the above.

#

MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO: 2018-03-039

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution to Approve Solid Waste Challenge Grant Program Description and Application Form For 2018 – Solid Waste Management

WHEREAS, \$15,000 is allocated for 2018 for line item 441-880.000 for the purpose of encouraging new or improved solid waste reduction programs, environmental education programs, or continuing existing programs; and

WHEREAS, local units of government are eligible for project funding assistance and they may partner with other local units of government or non-profit organizations; and

WHEREAS, approximately \$15,000 will be allocated for community clean-ups and other one-time projects for local units of government. Partnerships are highly encouraged, will be given preference over individual projects, and will be eligible for a higher percentage of match from the County (from 25% to 40%); and

WHEREAS, successful grant applicants will be required to enter into an agreement with Livingston County, provide applicable proofs of insurance, and submit receipts to the Solid Waste Program prior to being reimbursed for expenses.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the Solid Waste Program for 2018 and authorizes the Public Works Coordinator to distribute the Solid Waste Challenge Grant Program description and application to local units of government.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

#

MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Robert Spaulding, DPW Coordinator
Date: 02/20/2018
**Re: RESOLUTION TO APPROVE SOLID WASTE CHALLENGE
GRANT PROGRAM DESCRIPTION AND APPLICATION
FORM FOR 2018**

AMOUNT OF FUNDING, PURPOSE AND ELIGIBILITY

For 2018, \$15,000 is allocated for the Solid Waste Program to fund and provide incentives for solid waste reduction, reuse, recycling, and composting projects. The program is in place to support recycling and waste reduction as required by the Livingston County Solid Waste Management Plan. This program was last administered by the County in 2008 and has been approved as part of the 2018 Fund 441 DPW Budget.

PROJECT REQUIREMENTS

Allowable projects include community clean-up projects (Spring or Fall Clean-ups, Compost Drop-off, Large Item Collections, recycling drop off containers, etc.) and long term projects intended to produce a decrease on the waste stream which would otherwise be landfilled. Partnerships are highly encouraged, will be given preference over individual projects, and will be eligible for a higher percentage of matching funds from the county. Applicants are encouraged to work with the Solid Waste Management Committee and Solid Waste Coordinator prior to submitting their project.

One organization - maximum of up to 25% of total eligible costs.
Two organizations - maximum of up to 30% of total eligible costs.
Three organizations - maximum of up to 35% of total eligible costs.
Four or more organizations - maximum of up to 40% of total eligible costs.

As in previous years, successful grant applicants will be required to enter into an agreement with Livingston County, provide proof of insurance, and submit receipts to the Solid Waste Program prior to being reimbursed for expenses. A subcommittee of the Livingston County Solid Waste Management Committee will be reviewing all the applicants under a scoring criterion and will determine grant amounts awarded depending upon number of applicants and request of funds.

With your approval, I would like to distribute the Solid Waste Challenge Grant Program description and application to local units of government.

If you have any questions regarding this matter please contact me.

2018 Livingston County Solid Waste Challenge Grants

1. GENERAL PROGRAM DESCRIPTION

The Livingston County Solid Waste Challenge Grant Program is available to provide incentives for eligible solid waste management projects in 2018. The program is a working cooperative between Livingston County and local units of government (and those teaming up with nonprofit organizations) to implement an integrated waste management system.

Livingston County is allocating up to \$15,000 for projects in 2018. Grant applicants will be required to make a percentage of matching funds. Applicants for projects in 2018 will be required to complete and submit one of the attached application forms.

All application forms should be forwarded to the Livingston County Public Works Coordinator at the address below.

Robert Spaulding
 Public Works Coordinator
 Livingston County Department of Public Works
 2300 East Grand River, Suite 105
 Howell, Michigan 48843 -7581
 Telephone: 517-545-9609 Fax: 517-545-9658

2. TENTATIVE SCHEDULE

ACTIVITY	DATE
Project Applications Due	May 15, 2018
Solid Waste Management Committee Reviews and Approves Project Applications	June 4, 2018
Project Applicants approved by the Solid Waste Management Committee go to Infrastructure and Development Subcommittee Finance Committee (if needed)	June 25, 2018
	June 27, 2018
Project Applicants approved by Solid Waste Management Committee go to Board of Commissioners for approval	July 2, 2018
Successful Applicants Notified	July 3, 2018

The above schedule is subject to change. The Solid Waste Management Committee and the Public Works Coordinator will be responsible for reviewing each application for a recommendation for approval. Once approved by the Livingston County Board of Commissioners, each applicant will be required to enter into an agreement with Livingston County. The agreement must be executed, before grant funds are paid to the applicants.

3. ELIGIBLE APPLICANTS

Any local unit of government (Township, City, or Village) located in Livingston County is eligible to submit a proposal. Non-profit organizations may partner with a local unit of government on a project; however, non-profit organizations may not apply for funding on their own. Applicants are encouraged to contact the Livingston County Solid Waste Department to discuss project ideas prior to applying. Applicants are allowed to apply for more than one project; however, each project must be separate and the maximum amount of grant funds per local unit of government is dependent on the availability of funds as described in Section 9.

The applicants may develop their own programs, partner with other units of government and/or work with one or more local community groups, private businesses or non-profit organizations. Partnerships are encouraged, will be given preference, and are eligible for an increase in the amount of funding to be awarded. Grant applicants are encouraged to utilize Livingston County based businesses, if possible.

To be eligible, the application must be submitted and approved prior to starting the project, but already planned projects that meet the grant requirements will be considered to allow for local units of governments that may have already held an eligible event.

4. INSURANCE REQUIREMENTS FOR APPLICANTS

The applicant shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Livingston County. The requirements below should not be interpreted to limit the liability of the applicant. All deductibles and SIR's are the responsibility of the applicant. The applicant shall procure and maintain the following insurance coverage:

- Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

- Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and aggregate.
- Automobile Liability: insurance including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insured. Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, ATTN: Purchasing 304 E. Grand River Ave., Suite 204 Howell, MI 48843.

Proof of Insurance Coverage: The applicant shall provide Livingston County, at the time that the agreement is returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this agreement, the applicant shall deliver renewal certificates and endorsements to Livingston County at least ten (10) days prior to the expiration date

The required Certificate of Liability Insurance Certificate must be submitted to the Purchasing Office upon a fully executed written agreement. The Insurance Certificate may be faxed or emailed to: 517.546.7266 or purchasing@livgov.com.

The applicant shall maintain all liability insurance covering the project either through insurance policies or self-insurance program and provide proof of it. The liability insurance necessary will depend on the type of program. For instance, a household hazardous waste program would require Pollution Liability Insurance while an educational program given in schools would not.

5. NON-DISCRIMINATION

The applicant, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability, height, weight, or marital status.

The applicant shall adhere to all applicable Federal, State and local laws, ordinances, rules, and regulations prohibiting discrimination including, but not limited to, the following:

- The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended;
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended;
- Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under; and
- The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 328 (42 USCA § 12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of this agreement.

6. LIABILITY

The applicant shall, at its own expense, protect, defend, indemnify, save and hold harmless Livingston County and its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions, or negligence of the applicant or any of its officers, employees, or agents which may arise out of this agreement.

The applicant's indemnification responsibilities shall include the sum of damages, costs, and expenses which are in excess of the sum paid out on behalf of or reimbursed to the county, its officers, employees and agents by the insurance coverage obtained and/or maintained by the applicant pursuant to the requirements of this agreement.

7. SUBCONTRACTORS

Subcontractors are also required to adhere to the above referenced insurance, non-discrimination and liability requirements.

8. ELIGIBLE PROJECTS

All projects must target solid waste management (i.e. reduction, reuse, recycling, composting, household hazardous waste, illegal dumping, environmental education, community clean-up, etc).

Applicants are encouraged to create and propose projects that are innovative. Some innovative projects in the past have been the purchase of leaf collection machinery by a local unit of government for the collection and composting of their leaves. Some newer ideas could be recycling drop off centers, document shredding events, etc.

All projects must contain an educational component that teaches residents of the benefits of reducing waste, reusing items still usable, recycling, and/or proper disposal of unusable items. Applicants must inform the Public Works Coordinator of the day and time of the project prior to the event.

Partnerships are highly encouraged and will be given preference over individual organizations applying for funding. In addition, projects that include more than one organization will be eligible for a higher percentage of a match.

In the event that requests exceed the \$15,000 allocated to the 2018 Solid Waste Challenge Grant Program, priority will be given to grant applicants that incorporate one or more of the following components:

- Cooperation with another municipality or non-profit organization
- Strong educational component incorporated into project
- Greater degree of material recycling or reuse incorporated into project versus landfilling of collected materials.

All grant applications will be reviewed by a subcommittee of the Solid Waste Management Committee whose goal will be to administer the County's resources in the most effective and prudent manner to assist Livingston County residents.

9. GRANT FUNDS

A total of \$15,000 is available for the 2018 Livingston County Solid Waste Challenge Grant Funds, in the following amounts:

- One local unit of government - maximum of up to 25% of total eligible costs per project
- Two local units of government* - maximum of up to 30% of total eligible costs per project

- Three local units of government* - maximum of up to 35% of total eligible costs per project
- Four or more local units of government* - maximum of up to 40% of total eligible costs

*A nonprofit would be considered as another local unit of government i.e. one unit of government and a nonprofit would be considered two local units of government, and so on....

Eligible expenses include the following:

- Rental equipment (backhoe, hi-lo, front-end loader, etc.) and operator wages (if not employed by the applicant)
- Fees for hiring a company/driver to collect materials illegally dumped on roadsides, riversides, etc.
- Container fees, transportation and fees for disposal, recycling or composting of material collected at the event.
- Advertising costs (including newsletter articles, newspaper articles, reproduction of flyers, brochures, etc.)
- Certified technician for removal/recycling of Freon from appliances
- Rental fees for property to hold event (unless owned by the applicant or a partner in the project)
- Supplies such as latex or leather gloves and traffic safety vests needed on the day of the collection **Wages and fringe benefits for employees of the organization(s) applying for funding (Only to be used towards matching contributions)**
- Fees for consultants, engineers, or other planners or operators for work directly related to the project
- Permit or inspection fees
- Advertising costs including radio, television, newsletter, newspaper, reproduction of flyers, brochures or other forms of advertising
- Purchase, rent, lease, or construction of property or buildings for the project
- Other expenses approved by the Public Works Coordinator, the Solid Waste Management Committee and the Livingston County Board of Commissioners

Ineligible expenses include the following:

- Food and drinks for workers at the event.
- Insurance costs
- Any expenses not directly related to the project
- Other expenses deemed not appropriate by the Public Works Coordinator, the Solid Waste Management Committee and/or the Livingston County Board of Commissioners

10. SELECTION CRITERIA

The Solid Waste Management Committee and the Public Works Coordinator will be responsible for reviewing each application for recommendation for approval. The applications will be reviewed based on the following criteria.

- A need to improve or sustain the current level of service to the area
- Providing for the greater good of County residents
- Effectiveness of the project to achieve objectives stated in the application
- Cost efficiency

Once approved by the Solid Waste Management Committee and the Public Works Coordinator, the applications will be forwarded to the Livingston County Board of Commissioners for approval. Once approved by the Livingston County Board of Commissioners, each applicant will be required to enter into an agreement with Livingston County. After the agreement is executed, the project may begin. In certain instances, it is acknowledged that the project may have already taken place.

11. PROJECT REQUIREMENTS

- A. All grantees will be required to fund the total cost of the project. Reimbursement funds from Livingston County will be sent upon completion of the project and the submission of the necessary paperwork.
- B. All projects must be located within Livingston County and provide services to citizens and/or businesses located in Livingston County.
- C. All applicants will be required to submit one of the attached applications, depending on the type of project.

- D. All projects must have a quality that can be measured by at least one of the following:
 - 1. Weight or volume recovery and/or reduction
 - 2. Number of citizens or businesses participating
 - 3. Cost effectiveness or cost avoidance
 - 4. Increased awareness of wiser resource management via educational outcomes
- E. All grant recipients will be required to report on project performance. Reports shall be submitted using the attached form when requesting grant funds.
- F. The applicant will be responsible for all activities associated with the project, including, but not limited to, planning, organizing, staffing, training, subcontracting, advertising, scheduling, and invoicing. Livingston County will be available to answer questions related to the program; however, the county may be able to assist in any of the above-mentioned activities. The County is also available to serve as an informational resource for vendors involved in material management in the County and State.
- G. All grant recipients will be required to pay invoices and supply copies of receipts for reimbursement by the county. Invoices should not be directed to Livingston County for payment. Funding will only be dispersed to those applicants that provide receipts from contractors or vendors for eligible project activities.

12. REQUEST FOR GRANT FUNDS

Projects must be completed and request for grant funds packet shall be submitted **no later than November 15, 2018** to receive reimbursement.

Request for grant funds packet shall include:

- Copy of executed agreement**
- Eligible receipts and copies of payment checks**
- Project success report (report form included in this packet)**

Please allow 45 days after submission of request for grant funds packet and receipt of an executed agreement for grant funds check from Livingston County.

**Livingston County
Solid Waste Challenge Grant Program
Project Year 2018**

PROJECT APPLICATION FORM

This form is to be filled out for those **applicants seeking a 25-40% match** in funding for solid waste management projects as described in the project description. Attach additional pages as necessary.

Primary Applicant

Local Unit(s) of Government: _____

Applicant Contact Name: _____

Address: _____

City: _____ Zip Code: _____

Telephone: () _____ Email: _____

Co-proposer(s) if applicable (Attach additional sheets if necessary)

Organization: _____

Co- Proposer Contact Name: _____

Address: _____

City: _____ Zip Code: _____

Telephone: () _____ Email: _____

ITEM (Please describe estimated expenses)	APPROX. COSTS
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
TOTAL ESTIMATE OF COSTS:	\$ _____
_____ % MATCH IN FUNDS BY APPLICANT(s):	\$ _____

_____ % MATCH IN FUNDS REQUESTED FROM COUNTY:

\$ _____

PROJECT DESCRIPTION

Title of Project:

Objective of Project:

Where will the project take place and who will be affected by this project?

Why is This Project Needed? Describe any previous incidents that may have prompted this project.

Names and titles of those directly involved with the project and their roles as they pertain to the project:

Has this project been completed in previous years? If so, how many?

How will this project be implemented? What will be done to ensure that unnecessary costs are avoided?

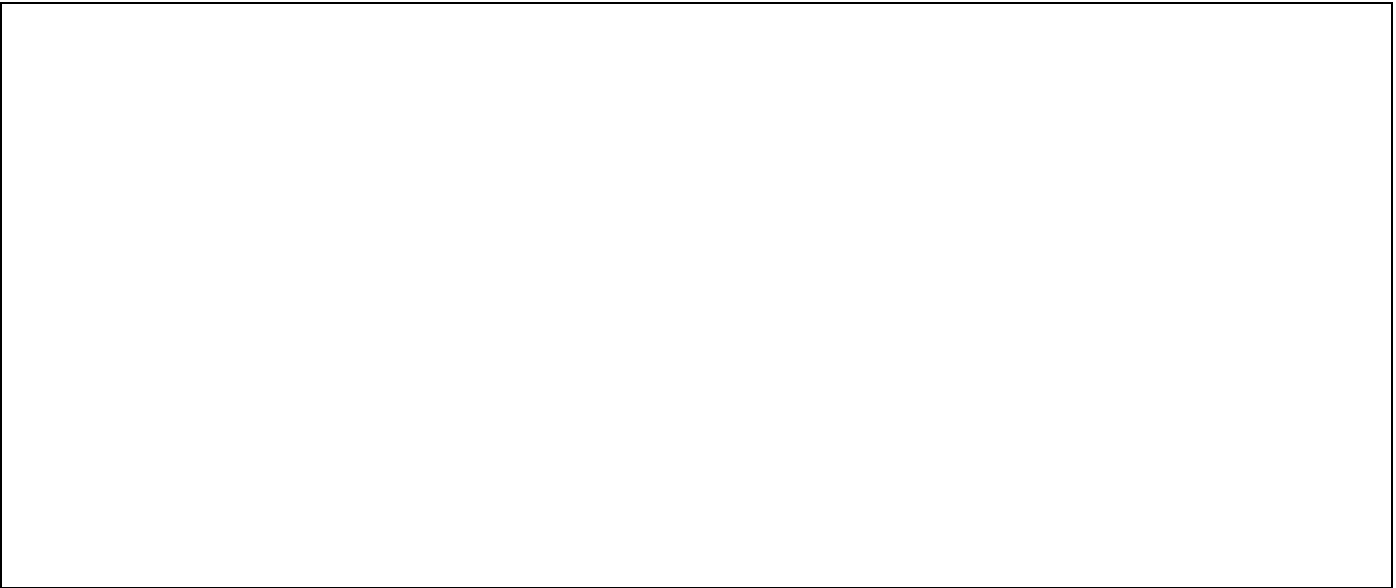
How will you count the number of participants and the volume of material recovered?

What items will you collect? What will you exclude?

How will you advertise for your project?

How will you educate participants of the benefits of waste reduction, reuse, recycling and proper disposal?

Please provide any additional information you feel is necessary to describe your project.



A person who will be authorized to enter into an agreement with Livingston County must sign below to certify that the information provided in the application is accurate.

Signature of Authorized Person

Date

Print Name of Authorized Person

RESOLUTION

NO: 2018-03-040

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution Authorizing Livingston County to Participate in the 2017 Homeland Security Grant Program (HSGP), and to Submit FY-2017 HSGP Applications and Agreements – Emergency Management

WHEREAS, the FY-2017 HSGP is a primary funding mechanism operated by the United States Department of Homeland Security for building and sustaining national preparedness capabilities providing pass-through funds to states, regions and counties for preventing, deterring, planning, responding to and recovering from incidents of national significance to include terrorism related activities; and

WHEREAS, Livingston County’s FY-2016 HSGP allocation by the Region One Homeland Security Planning Board’s Executive Committee is \$138,727.91; and

WHEREAS, the breakdown of that funding is \$50,000 dollars of funding toward the Regional Planner position and \$5,000 dollars of funding to allow Livingston County representation at the state sponsored Homeland Security Conference, as provided by the Region One Planning Board, and \$83,727.91 dollars of funding designated specifically to Livingston County to be spent towards HSGP projects that comply with federal guidance; and,

WHEREAS, the State of Michigan administers the HSGP on behalf of the United States Department of Homeland Security; and,

WHEREAS, Ingham County is the Region One Homeland Security Planning Board’s fiduciary for FY-2017 HSGP funds; and

THEREFORE BE IT RESOLVED the Chair of the Livingston County Board of Commissioners, the County Administrator, the County Emergency Management Coordinator, the County Emergency Manager, and other Livingston County officials as may be necessary, are authorized to sign the State of Michigan 2017 Homeland Security Grant Program Agreement, the 2017 HSGP Region One Board Fiduciary Agreement, Planner agreement, and other supporting documents necessary to participate in the FY-2017 Homeland Security Grant Program, upon review by Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
**From: Therese Cremonte, Emergency Manager, and Jeffrey R. Boyd,
Director and Emergency Management Coordinator**
Date: 2/16/2018
Re: Resolution Authorizing 2016 Homeland Security Grant

The United States Department of Homeland Security (DHS) annually issues a non-competitive, pass-through grant to states, regions, urban areas and counties to build and sustain preparedness, as well as recover from incidents of national significance called the Homeland Security Grant Program (HSGP). The Michigan Department of State police emergency management and homeland security division (EMHSD) administers the HSGP on behalf of the DHS. Livingston County is in EMHSDs region one. The Region One '17 HSGP local amount is based on population, the Region One Executive Committee allocated \$83,727.91 of HSGP funding to Livingston County for local projects at the discretion of the Local Planning Team (LPT).

The Region One has further allocated up to \$50,000.00 to support the employment of a Region One Planner position that is hosted by Livingston County and another \$5,000.00 to support Livingston County participation in the Michigan State Police sponsored Great Lakes Homeland Security Conference. Total FY-17 HSGP funding available for Livingston County through Region One is \$138,727.91

Annual HSGP participation requires various officials of Livingston County to submit grant agreements, project justification forms, actual costs justification forms, allowabililty forms, reimbursement forms, environmental and historic preservation forms, fiduciary agreements, and other documents to receive HSGP funds and participate in Region One projects supported by and paid for out of Region One's allocation.

If you have any questions regarding this matter please contact me.

FY 2017 HGSP ALLOCATION - PROPOSED (incl. USAR/HAZMAT)

<u>JURISDICTION</u>	<u>POPULATION</u> <u>(2010 CENSUS)</u>	<u>REGION ONE POPULATION %</u>	<u>LOCAL</u> <u>ALLOCATION</u>	<u>SHSP</u> <u>ALLOCATION</u>	<u>LETPP</u> <u>ALLOCATION</u> 50%	<u>TOTAL LOCAL</u> <u>ALLOCATION</u>
Clinton	75,382	7.08%	\$ 34,874.42	\$ 16,853.49	\$ 18,020.93	\$ 34,874.42
Gratiot	42,476	3.99%	\$ 19,654.21	\$ 9,498.02	\$ 10,156.19	\$ 19,654.21
Ingham	166,598	15.64%	\$ 77,081.26	\$ 37,252.23	\$ 39,829.03	\$ 77,081.26
Jackson	160,248	15.05%	\$ 74,139.52	\$ 35,829.14	\$ 38,310.38	\$ 74,139.52
Hillsdale	46,688	4.38%	\$ 21,600.47	\$ 10,438.59	\$ 11,161.88	\$ 21,600.47
Lenawee	99,892	9.38%	\$ 46,216.91	\$ 22,334.98	\$ 23,881.93	\$ 46,216.91
Livingston	180,967	16.99%	\$ 83,727.91	\$ 40,462.92	\$ 43,264.99	\$ 83,727.91
Shiawasee	70,648	6.63%	\$ 32,686.73	\$ 15,796.25	\$ 16,890.48	\$ 32,686.73
Eaton	107,759	10.12%	\$ 49,858.13	\$ 24,094.67	\$ 25,763.46	\$ 49,858.13
Lansing	114,297	10.73%	\$ 52,883.45	\$ 25,556.72	\$ 27,326.73	\$ 52,883.45
TOTAL	1,064,955	100.00%	\$ 492,723.00	\$ 238,117.00	\$ 254,606.00	\$ 492,723.00

ALLOCATIONS

TOTAL ALLOCATION:	\$ 1,018,419.00	SHSP	LETPP	REMAINING
M & A (5%)	\$ 49,696.00	\$ 49,696.00	-	\$ 968,723.00
Regional Planners	\$ 400,000.00	\$ 400,000.00		\$ 568,723.00
Regional Project Maint.	\$ 76,000.00	\$ 76,000.00	-	\$ 492,723.00
Local Allocations	\$ 492,723.00	\$ 238,117.00	254,606.00	\$ -
TOTALS	\$ 1,018,419.00	\$ 763,813.00	\$ 254,606.00	\$ -

**REGIONAL FY 2017 HGSP
PROJECT MAINTENANCE**

Do 1 Thing	\$ 10,000.00	\$ 10,000.00	\$ -
Accountability	\$ 10,000.00	\$ 10,000.00	\$ -
USAR	\$ 15,000.00	\$ 15,000.00	\$ -
Haz Mat	\$ 15,000.00	\$ 15,000.00	\$ -
Conferences/Workshop	\$ 25,000.00	\$ 25,000.00	\$ -
D1RMC Symposium	\$ 1,000.00	\$ 1,000.00	\$ -
Project 7	\$ -	\$ -	\$ -
Project 8	\$ -	\$ -	\$ -
TOTAL	\$ 76,000.00	\$ 76,000.00	\$ -

**FY 2017 HSGP Region 1 Board Sub recipient Agreement
Federal Funds from the Department of Homeland Security (CFDA 97.067)**

As part of the FY 2017 Homeland Security Grant Program (HSGP) the Region 1 Board has elected Ingham County to serve as the fiduciary for the region.

As the fiduciary, the Ingham County agrees to accept the funds awarded on the region's behalf and shall spend those funds according to decisions made and approved by the Region 1 Board.

In this capacity, Ingham County agrees to be the sub-grantee with the State of Michigan for the FY 2017 HSGP. By becoming the sub-grantee, Ingham County agrees to the following:

- 1) To comply with all requirements listed in the grant agreement with the State of Michigan.
- 2) To comply with FY 2017 HSGP grant guidance.
- 3) To notify each jurisdiction within the region, at the end of the fiscal year, the dollar amount of equipment that has been turned over to that jurisdiction, to be listed on the jurisdiction's Schedule of Expenditures of Federal Awards.
- 4) To keep an up-to-date inventory of the equipment, which includes jurisdiction assigned and its physical location for up to 3 years after the grant has been closed out.
- 5) To reimburse member counties for approved expenditures.

As part of the FY 2017 HSGP, Ingham County and/or member counties may purchase equipment that will be transferred to other jurisdictions within Region 1. Ingham County and member counties agree to the following:

- 1) To keep an up to date inventory of the equipment, which includes jurisdiction assigned and its physical location for up to 3 years after the grant has been closed out.
- 2) Transfer ownership of equipment purchased with FY 2017 HSGP funds to jurisdictions in Region 1 at the direction of the Region 1 Board.
- 3) If Equipment is purchased by Ingham County on behalf of a jurisdiction in Region 1, said equipment shall be the responsibility of that jurisdiction, not Ingham County.
- 4) If equipment that has been purchased and transferred to a jurisdiction in Region 1 and is found to be ineligible on a State or Federal Audit, the jurisdiction to which it has been assigned shall reimburse Ingham County the amount State or Federal Auditors are requesting be returned.
- 5) If equipment is misused by the jurisdiction to which it has been assigned, resulting in damage, destruction or an ineligible determination by auditors, that jurisdiction shall be financially responsible for the replacement of the equipment.
- 6) Ingham County will only reimburse eligible items for Planning, Training, Equipment, and Exercise costs when provided with an approved AAF and appropriate required reimbursement paperwork.

RESOLUTION

NO: 2018-03-041

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution Authorizing the Creation of the “Victim Services Unit” Special Revenue Fund - Treasurer

WHEREAS, the Livingston County Sheriff has announced the formation of the Victim Services Unit (VSU); and

WHEREAS, funding of the VSU program will be generated from two main sources: 1) grant funding offered by the Michigan Sheriff’s Association (MSA) as a pass through of the state Crime Victims Rights grant; and 2) local community donations; and

WHEREAS, the funds received are restricted in purpose to be used strictly for funding the VSU; and

WHEREAS, \$1,400 of revenue was received in 2017 for the newly formed VSU with \$400 of that received as a MSA grant award and the remaining \$1,000 received as a local donation; and

WHEREAS, the Livingston County Treasurer wishes to establish the new Victim Services Unit Fund effective 12/31/2017 in order to properly record the 2017 revenue;

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Livingston County Treasurer to create the “Victim Services Unit” Special Revenue Fund effective 12/31/2017 for the purpose of recording revenues and expenses related to the activities of the VSU; and

THEREFORE BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the following 2018 budget amendment to effectuate the creation of the new VSU fund.

OBJECT	OBJ DESC	Current Budget	2018 Proposed Amendment
539022	VICTIM SERVICES UNIT GRANT	\$0	(\$500)
674000	CONTRIBUTIONS/DONATIONS	\$0	(\$1,000)
726000	SUPPLIES - OFFICE	\$0	\$350
730000	POSTAGE / METER FEES	\$0	\$50
747000	SUPPLIES - OPERATING EQUIPMENT	\$0	\$450
816000	LAUNDRY/DRY CLEANING	\$0	\$100
851000	TELEPHONE CHARGES	\$0	\$450
TOTAL		\$0	(\$100)

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Jennifer M. Nash, Treasurer
Date: March 7, 2018
Re: RESOLUTION AUTHORIZING THE CREATION OF THE
“VICTIM SERVICES UNIT” FUND

The Livingston County Sheriff has announced the formation of the Livingston County Victim Services Unit (VSU). The Unit will be comprised of specially trained volunteers that will assist first responders by providing short term crisis intervention to individuals, families, victims, etc., thereby allowing authorities to do their jobs without leaving those in crisis/trauma feeling alone.

The VSU will be funded by 1) state Crime Victim Rights grant dollars passed through the Michigan Sheriff’s Association and 2) local community donations. Since these funds are restricted for VSU purposes only, accounting guidelines require the funds be recorded within a special revenue fund.

This resolution establishes a new special revenue fund titled “Victim Services Unit”. The fund shall be used to record the revenues and expenses for the operations of the Victim Services Unit, and shall follow the county’s Accounts Payable policy and procedures.

The resolution requests the establishment of the fund effective 12/31/2017 in order for the Treasurer to properly record \$400 of grant revenue and \$1000 of donations received in 2017 for this specific purpose.

Thank you for your consideration and I am happy to answer any further questions you may have.

RESOLUTION

NO: 2018-03-042

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution Authorizing Purchases Supporting the Implementation of OnBase for Personnel Record Keeping at the Sheriff Department and a Supplemental Appropriation for Fiscal-Year 2018 – Sheriff

WHEREAS, Livingston County has adopted OnBase Enterprise Content Management (ECM) as the de facto county standard imaging system (Resolution # 2014-12-330); and

WHEREAS, the Livingston County Sheriff Department and Information Technology’s OnBase Administrator have identified several internal processes that would be greatly improved using OnBase functionality, providing efficiencies through time-savings, ease of document retrieval and additional reporting capabilities; and

WHEREAS, the project included in this budget amendment is:

- Phase I of OnBase ECM – Personnel Recordkeeping
 - Includes required OnBase licensing for this phase and supporting hardware.

WHEREAS, the Sheriff’s Office will require a supplemental appropriation of \$10,000 in Fund 296 Criminal Forfeiture Fund for this project.

WHEREAS, there are sufficient funds available in the Criminal Forfeiture fund balance to cover this project and no general fund dollars are being requested.

THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes the purchase of OnBase licensing from ImageSoft for the Livingston County Sheriff’s Office, which includes 1 year of support plus associated hardware at a total cost not to exceed \$10,000.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes a supplemental appropriation to the Criminal Forfeiture Fund in the amount of \$10,000.

ORG	ORG DESC	Current Budget	Proposed Amendment	Proposed Revised Budget
296	Criminal Forfeiture	\$3,000	\$10,000	\$13,000

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners be authorized to sign all forms, assurances, contract/agreements, and future amendments and renewals for contract language adjustments to the above upon review and/or preparation of Civil Counsel.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO: 2018-03-043

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution Authorizing Annual Blanket Purchase Orders for Uniforms to North Eastern Uniform and Equipment, Inc

WHEREAS, EMS, Sheriff’s Department and 911 Central Dispatch all have a need to provide uniforms and the necessary uniform accessories for their personnel; and

WHEREAS, Purchasing released a Request for Proposal (RFP) on the MITN e-procurement site, the County website and an ad was placed in the local newspaper in which two proposals were received; and

WHEREAS, the recommendation for award is to North Eastern Uniforms & Equipment of Saline, Michigan, based on their history of providing the specified products on-time, no upcharges for larger sizes and their emphasis on customer service; and

WHEREAS, pricing will remain firm and will be awarded for three (3) years with the option for the County, at its discretion, to renew for an additional two (2) year period; and

WHEREAS, expenditures for uniforms have been planned and budgeted in the 2018 budget for each department and the annual expenditures for future years will be subject to the availability of appropriated funds.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves issuance of annual Blanket Purchase Orders to North Eastern Uniform & Equipment, Inc, of Saline, Michigan for uniforms for EMS, Sheriff’s Department and 911 Central Dispatch staff for three (3) years with an option to renew for an additional two (2) period.

BE IT FURTHER RESOLVED that the annual expenditures for future years cannot exceed the availability of appropriated funds.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY PURCHASING LIVINGSTON
COUNTY, MICHIGAN
304 E. Grand River Avenue - Suite 204 - Howell MI 48843

To: Livingston County Board of Commissioners

From: Roberta Bennett, Purchasing Agent

Date: February 21, 2018

Re: Resolution Authorizing Annual Blanket Purchase Orders for Uniforms to North Eastern Uniforms & Equipment

Purchasing released a Request for Proposal (RFP) for Uniforms that outlined the products required to outfit the EMS, Sheriff's Department and 911 Central Dispatch staff. The RFP was posted on the MITN e-procurement website, the County website, and an advertisement was placed in the local newspaper. Two (2) proposals were received.

Proposals were evaluated by staff from EMS, Sheriff's Department, 911 Central Dispatch and Purchasing. The recommendation of award is to North Eastern Uniforms & Equipment, Inc., of Saline, Michigan based on their history of providing the specified products on-time, no upcharges for larger sizes and their emphasis on customer service. Per the terms of the RFP, pricing will remain firm and will be awarded for three (3) years with an option to renew, at the County's discretion, for an additional 2-year period. Funds are available in the 2018 budget for each department for uniforms and the annual expenditures for future years cannot exceed the availability of appropriated funds.

Therefore, we are requesting that the attached resolution be approved authorizing award and issuance of Blanket Purchase Orders to North Eastern Uniforms & Equipment. All bids submitted in response to the RFP are available in the Purchasing Office for review. I am available to answer any questions you may have.

Livingston County Uniforms

QTY	DESCRIPTION	MANUFACTURER	ITEM NUMBER	NORTHEASTERN UNIFORMS EXTENDED PRICE	NORTHEASTERN UNIFORMS TOTAL	NORTHEASTERN UNIFORMS DELIVERY ARO IN DAYS	NYE UNIFORMS EXTENDED PRICE	NYE UNIFORMS TOTAL	NYE UNIFORMS DELIVERY ARO IN DAYS
156	Deputy Deluxe LS Shirt Brown Mens	Horace Small	HS1120	\$ 51.99	\$ 8,110.44	7-14 days	\$ 43.99	\$ 6,862.44	10-14 Work Days
156	Deputy Deluxe LS Shirt Brown Womens	Horace Small	HS1172	\$ 51.99	\$ 8,110.44	7-14 days	\$ 43.99	\$ 6,862.44	10-14 Work Days
156	Deputy Deluxe SS Shirt Brown Mens	Horace Small	HS1218	\$ 45.50	\$ 7,098.00	7-14 days	\$ 38.99	\$ 6,082.44	10-14 Work Days
156	Deputy Deluxe SS Shirt Brown Womens	Horace Small	HS1273	\$ 45.50	\$ 7,098.00	7-14 days	\$ 38.90	\$ 6,068.40	10-14 Work Days
156	Sentry Long Sleeve Shirt Brown Mens	Horace Small	HS1145	\$ 37.50	\$ 5,850.00	7-14 days	\$ 33.99	\$ 5,302.44	10-14 Work Days
156	Sentry Long Sleeve Shirt Brown Womens	Horace Small	HS1183	\$ 37.50	\$ 5,850.00	7-14 days	\$ 33.99	\$ 5,302.44	10-14 Work Days
156	Sentry Short Sleeve Shirt Brown Mens	Horace Small	HS1245	\$ 35.25	\$ 5,499.00	7-14 days	\$ 31.99	\$ 4,990.44	10-14 Work Days
156	Sentry Short Sleeve Shirt Brown Womens	Horace Small	HS1284	\$ 35.25	\$ 5,499.00	7-14 days	\$ 31.99	\$ 4,990.44	10-14 Work Days
156	Heritage Trouser Pink Tan Mens	Horace Small	HS2118	\$ 85.00	\$ 13,260.00	7-14 days	\$ 87.99	\$ 13,726.44	10-14 Work Days
156	Heritage Trouser Pink Tan Womens	Horace Small	HS2410	\$ 85.00	\$ 13,260.00	7-14 days	\$ 87.99	\$ 13,726.44	10-14 Work Days
156	Sentry Trouser Pink Tan Men	Horace Small	HS2143	\$ 34.25	\$ 5,343.00	7-14 days	\$ 37.99	\$ 5,926.44	10-14 Work Days
156	Sentry Trouser Pink Tan Womens	Horace Small	HS2475	\$ 34.25	\$ 5,343.00	7-14 days	\$ 37.99	\$ 5,926.44	10-14 Work Days
156	Dutyflex Trouser Silver Tan Mens	Horace Small	HS22ST2	\$ 40.50	\$ 6,318.00	7-14 days	\$ 42.99	\$ 6,706.44	10-14 Work Days
156	Dutyflex Trouser Silver Tan Womens	Horace Small	HS21ST	\$ 40.50	\$ 6,318.00	7-14 days	\$ 42.99	\$ 6,706.44	10-14 Work Days
156	Taclite PDU A Class LS Shirt Brown Mens	5.11	72365	\$ 44.00	\$ 6,864.00	7-14 days	\$ 43.99	\$ 6,862.44	14-21 Work Days
156	Taclite PDU A Class LS Shirt Bro Womens	5.11	62365	\$ 44.00	\$ 6,864.00	7-14 days	\$ 43.99	\$ 6,862.44	14-21 Work Days
156	Taclite PDU A Class SS Shirt Brown Mens	5.11	71167	\$ 44.00	\$ 6,864.00	7-14 days	\$ 43.99	\$ 6,862.44	14-21 Work Days

Livingston County Uniforms

QTY	DESCRIPTION	MANUFACTURER	ITEM NUMBER	NORTHEASTERN UNIFORMS EXTENDED PRICE	NORTHEASTERN UNIFORMS TOTAL	NORTHEASTERN UNIFORMS DELIVERY ARO IN DAYS	NYE UNIFORMS EXTENDED PRICE	NYE UNIFORMS TOTAL	NYE UNIFORMS DELIVERY ARO IN DAYS
156	Taclite PDU A Class SS Shirt Bro Womens	5.11	61167	\$ 44.00	\$ 6,864.00	7-14 days	\$ 43.99	\$ 6,862.44	14-21 Work Days
156	Taclite CI A Pant Ml Pink Tan Men	5.11	N/A		\$ -	7-14 days	\$ 69.99	\$ 10,918.44	10-14 Work Days
156	6 Pkt Wool Blend Pants Silv Tan Men	Blauer	8567	\$ 92.25	\$ 14,391.00	7-14 days	\$ 84.99	\$ 13,258.44	14-21 Work Days
156	6pkt Wool Blend Pants Silv Tan Women	Blauer	8567W	\$ 92.25	\$ 14,391.00	7-14 days	\$ 83.99	\$ 13,102.44	10-14 Work Days
156	Supershirt Poly Blend LS Brown Men	Blauer	8670	\$ 54.50	\$ 8,502.00	7-14 days	\$ 49.99	\$ 7,798.44	10-14 Work Days
156	Supershirt Poly Blend LS Brown Women	Blauer	8670W	\$ 54.50	\$ 8,502.00	7-14 days	\$ 49.99	\$ 7,798.44	10-14 Work Days
156	Supershirt Poly Blend SS Brown Men	Blauer	8675	\$ 50.50	\$ 7,878.00	7-14 days	\$ 45.99	\$ 7,174.44	10-14 Work Days
156	Supershirt Poly Blend SS Brown Women	Blauer	8675W	\$ 50.50	\$ 7,878.00	7-14 days	\$ 45.99	\$ 7,174.44	10-14 Work Days
156	Armorskin Rayon Blend Brown	Blauer	8970	\$ 79.00	\$ 12,324.00	7-14 days	\$ 79.99	\$ 12,478.44	10-14 Work Days
156	Armorskin Base Shirt LS Brown Men	Blauer	8971	\$ 53.50	\$ 8,346.00	7-14 days	\$ 49.99	\$ 7,798.44	10-14 Work Days
156	Armorskin Base Shirt LS Brown Women	Blauer	8971W	\$ 53.50	\$ 8,346.00	7-14 days	\$ 48.99	\$ 7,642.44	10-14 Work Days
156	Armorskin Base Shirt SS Brown Men	Blauer	8972	\$ 47.50	\$ 7,410.00	7-14 days	\$ 43.99	\$ 6,862.44	10-14 Work Days
156	Armorskin Base Shirt SS Brown Women	Blauer	8972W	\$ 47.50	\$ 7,410.00	7-14 days	\$ 43.99	\$ 6,862.44	10-14 Work Days
57	Bodyshield Brown	Elbeco	V3114B	\$ 78.00	\$ 4,446.00	7-14 days	\$ 77.99	\$ 4,445.43	10-14 Work Days
57	Textrop 2 LS Zipper Brown Men	Elbeco	Z315N	\$ 42.75	\$ 2,436.75	7-14 days	\$ 41.99	\$ 2,393.43	10-14 Work Days
57	Textrop 2 SS Zipper Brown Men	Elbeco	Z3315N	\$ 39.25	\$ 2,237.25	7-14 days	\$ 38.99	\$ 2,222.43	10-14 Work Days
57	Textrop 2 LS Zipper Brown Women	Elbeco	Z9815LCN	\$ 39.25	\$ 2,237.25	7-14 days	\$ 38.99	\$ 2,222.43	10-14 Work Days
57	Textrop 2 SS Zipper Brown Women	Elbeco	Z9315LCN	\$ 42.75	\$ 2,436.75	7-14 days	\$ 41.99	\$ 2,393.43	10-14 Work Days

Livingston County Uniforms

QTY	DESCRIPTION	MANUFACTURER	ITEM NUMBER	NORTHEASTERN UNIFORMS EXTENDED PRICE	NORTHEASTERN UNIFORMS TOTAL	NORTHEASTERN UNIFORMS DELIVERY ARO IN DAYS	NYE UNIFORMS EXTENDED PRICE	NYE UNIFORMS TOTAL	NYE UNIFORMS DELIVERY ARO IN DAYS
50	Shirt - Long Sleeve (Mens)	Elbeco	310	\$ 40.00	\$ 2,000.00	7-14 days	\$ 38.99	\$ 1,949.50	10-14 Work Days
50	Shirt - Short Sleeve (Mens)	Elbeco	3310	\$ 36.75	\$ 1,837.50	7-14 days	\$ 35.99	\$ 1,799.50	10-14 Work Days
50	Shirt - Long Sleeve (Womens)	Elbeco	9310	\$ 40.00	\$ 2,000.00	7-14 days	\$ 38.99	\$ 1,949.50	10-14 Work Days
50	Shirt - Short Sleeve (Womens)	Elbeco	9810	\$ 36.75	\$ 1,837.50	7-14 days	\$ 35.99	\$ 1,799.50	10-14 Work Days
50	Pants (Mens)	Fechheimer	42280	\$ 72.00	\$ 3,600.00	7-14 days	\$ 67.99	\$ 3,399.50	10-14 Work Days
50	Pants (Mens)	Fechheimer	32230	\$ 49.99	\$ 2,499.50	7-14 days	\$ 47.99	\$ 2,399.50	10-14 Work Days
50	Pants (Womens)	Fechheimer	35223	\$ 49.99	\$ 2,499.50	7-14 days	\$ 47.99	\$ 2,399.50	10-14 Work Days
50	Pants (Womens)	Fechheimer	35233	\$ 49.99	\$ 2,499.50	7-14 days	\$ 47.99	\$ 2,399.50	10-14 Work Days
50	Knit Watch Cap	Blauer	125	\$ 17.25	\$ 862.50	7-14 days	\$ 15.99	\$ 799.50	10-14 Work Days
8	Jacket Supervisor 3 Season (both sleeves w. letters)	Blauer	9810Z	\$ 165.00	\$ 1,320.00	7-14 days	\$ 190.99	\$ 1,527.92	10-14 Work Days
75	Waist Length w. Illuminate Jacket	Blauer	9840Z	\$ 310.00	\$ 23,250.00	7-14 days	\$ 174.99	\$ 13,124.25	10-14 Work Days
8	Double Breasted Dress Coat (both sleeves w. patches)	Elbeco	13750	\$ 164.90	\$ 1,319.20	7-14 days	\$ 199.99	\$ 1,599.92	14-21 Work Days
50	Jacket Meridian Series	Elbeco	3804	\$ 110.00	\$ 5,500.00	7-14 days	\$ 109.99	\$ 5,499.50	10-14 Work Days
50	Sweater Rib Knit	Blauer	210	\$ 86.99	\$ 4,349.50	7-14 days	\$ 79.99	\$ 3,999.50	10-14 Work Days
50	Boston 1.25 Feathered Edge Dress Belt	Boston	6425	\$ 32.75	\$ 1,637.50	7-14 days	\$ 29.99	\$ 1,499.50	10-14 Work Days
5	Hi Gloss Shoes	Bates	941	\$ 87.25	\$ 436.25	7-14 days	\$ 99.99	\$ 499.95	10-14 Work Days
5	Clip-on Tie	Blauer	45055	\$ 5.50	\$ 27.50	7-14 days	\$ 4.99	\$ 24.95	3-5 Work Days
5	Clip-on Tie	Blauer	45015	\$ 5.50	\$ 27.50	7-14 days	\$ 4.99	\$ 24.95	3-5 Work Days
5	Clip-on Tie	Blauer	45045	\$ 5.50	\$ 27.50	7-14 days	\$ 4.99	\$ 24.95	3-5 Work Days
5	Clip-on Tie	Blauer	45054	\$ 5.50	\$ 27.50	7-14 days	\$ 4.99	\$ 24.95	3-5 Work Days
100	Shirt Badge		B1496-PAR	\$ 71.00	\$ 7,100.00	7-14 days	\$ 47.99	\$ 4,799.00	6-8 weeks
8	Shirt Badge		B1496-SUP	\$ 82.00	\$ 656.00	7-14 days	\$ 54.99	\$ 439.92	6-8 weeks
100	Brass Collar Pins	VHB-Pair	Silver	\$ 23.99	\$ 2,399.00	7-14 days	\$ 21.99	\$ 2,199.00	4-6 weeks
12	Brass Collar Pins	VHB-Pair	Gold	\$ 23.99	\$ 287.88	7-14 days	\$ 21.99	\$ 263.88	4-6 weeks
2	GCX-8 Gortex Side Zip Boot (Womens)	Bates	E02788	\$ 128.00	\$ 256.00	7-14 days	\$ 120.99	\$ 241.98	10-14 Work Days
2	Delta 9 Gortex Side Zip Boot (Mens)	Bates	E02900	discontinued	\$ -	7-14 days	\$ 148.99	\$ 297.98	10-14 Work Days

Livingston County Uniforms

QTY	DESCRIPTION	MANUFACTURER	ITEM NUMBER	NORTHEASTERN UNIFORMS EXTENDED PRICE	NORTHEASTERN UNIFORMS TOTAL	NORTHEASTERN UNIFORMS DELIVERY ARO IN DAYS	NYE UNIFORMS EXTENDED PRICE	NYE UNIFORMS TOTAL	NYE UNIFORMS DELIVERY ARO IN DAYS
2	Delta 6 Gortex Side Zip Boot (Mens)	Bates	E02905	discontinued	\$ -	7-14 days	\$ 99.99	\$ 199.98	10-14 Work Days
2	GX 4 Gortex Boot (Womens)	Bates	E02766	\$ 114.00	\$ 228.00	7-14 days	\$ 108.99	\$ 217.98	10-14 Work Days
2	Acadia 8 inch Insulated (Mens & Womens)	Danner	22600	\$ 310.00	\$ 620.00	7-14 days	\$ 304.99	\$ 609.98	10-14 Work Days
2	Acadia 8 inch NON Insulated (Mens & Womens)	Danner	21210	\$ 300.00	\$ 600.00	7-14 days	\$ 297.99	\$ 595.98	10-14 Work Days
2	Striker II GTX 6 Inch (Mens)	Danner	43011	\$ 172.00	\$ 344.00	7-14 days	\$ 184.99	\$ 369.98	10-14 Work Days
2	Striker II 45 GTX 6 Inch (Womens)	Danner	43027	\$ 149.00	\$ 298.00	7-14 days	\$ 147.99	\$ 295.98	10-14 Work Days
1	Shirt w. embroidery	Game Job	8025-T	\$ 46.00	\$ 46.00	7-14 days	\$ 54.99	\$ 54.99	14-21 Work Days
1	Belt (Womens)	Edwards	BK00-10	\$ 14.00	\$ 14.00	7-14 days	\$ 22.99	\$ 22.99	7-10 Work Days
1	Plain Front Easy Chino (Womens)	Edwards	8576L	\$ 28.00	\$ 28.00	7-14 days	\$ 26.99	\$ 26.99	7-10 Work Days
1	Cotton Plus Twill Shirt (Womens)	Edwards	5750	\$ 20.00	\$ 20.00	7-14 days	\$ 18.99	\$ 18.99	7-10 Work Days
1	Sweater (Womens)	School Apparel	6430	\$ 24.95	\$ 24.95	7-14 days	\$ 24.99	\$ 24.99	7-10 Work Days
8	Shirt - Short Sleeve	Fechheimer	95R6694	\$ 41.99	\$ 335.92	7-14 days	\$ 45.99	\$ 367.92	10-14 Work Days
10	Shirt - Long Sleeve	Fechheimer	45W6694	\$ 43.50	\$ 435.00	7-14 days	\$ 50.99	\$ 509.90	10-14 Work Days
4	Shield Jacket w. Embroidery	Elbeco	8485	\$ 169.00	\$ 676.00	7-14 days	\$ 164.99	\$ 659.96	14-21 Work Days
4	Shield Jacket w. Embroidery	Elbeco	8481	\$ 104.99	\$ 419.96	7-14 days	\$ 164.99	\$ 659.96	14-21 Work Days
20	Fleece Jackets - Black	Elbeco	8485	\$ 49.50	\$ 990.00	7-14 days	\$ 99.99	\$ 1,999.80	10-14 Work Days
20	Fleece Jackets - Black	Elbeco	8481	\$ 49.50	\$ 990.00	7-14 days	\$ 99.99	\$ 1,999.80	10-14 Work Days
20	S/S Ladies Polo w. Embroidery	Elbeco	3310	\$ 44.50	\$ 890.00	7-14 days	\$ 50.99	\$ 1,019.80	14-21 Work Days
20	S/S Ladies Polo w. Embroidery	Elbeco	9310	\$ 48.00	\$ 960.00	7-14 days	\$ 53.99	\$ 1,079.80	14-21 Work Days
20	S/S Ladies Polo w. Embroidery	Elbeco	K5310	\$ 41.00	\$ 820.00	7-14 days	\$ 47.99	\$ 959.80	14-21 Work Days
20	S/S Mens Polo w. Embroidery	Elbeco	3310	\$ 44.50	\$ 890.00	7-14 days	\$ 50.99	\$ 1,019.80	14-21 Work Days
25	S/S Mens Polo w. Embroidery	Elbeco	K5131	\$ 41.00	\$ 1,025.00	7-14 days	\$ 47.99	\$ 1,199.75	14-21 Work Days

Livingston County Uniforms

QTY	DESCRIPTION	MANUFACTURER	ITEM NUMBER	NORTHEASTERN UNIFORMS EXTENDED PRICE	NORTHEASTERN UNIFORMS TOTAL	NORTHEASTERN UNIFORMS DELIVERY ARO IN DAYS	NYE UNIFORMS EXTENDED PRICE	NYE UNIFORMS TOTAL	NYE UNIFORMS DELIVERY ARO IN DAYS
30	L/S Ladies Polo w. Embroidery	Elbeco	310	\$ 48.00	\$ 1,440.00	7-14 days	\$ 53.99	\$ 1,619.70	14-21 Work Days
26	L/S Ladies Polo w. Embroidery	Elbeco	9810	\$ 44.50	\$ 1,157.00	7-14 days	\$ 50.99	\$ 1,325.74	14-21 Work Days
25	L/S Mens Polo w. Embroidery	Elbeco	310	\$ 48.00	\$ 1,200.00	7-14 days	\$ 53.99	\$ 1,349.75	14-21 Work Days
20	L/S Mens Polo w. Embroidery	Elbeco	9810	\$ 44.50	\$ 890.00	7-14 days	\$ 50.99	\$ 1,019.80	14-21 Work Days
146	Taclite Pro Pants	511	74273	\$ 44.50	\$ 6,497.00	7-14 days	\$ 43.99	\$ 6,422.54	10-14 Work Days
18	Poly Wool Pant	Fechheimer	47291	\$ 69.95	\$ 1,259.10	7-14 days	\$ 67.99	\$ 1,223.82	10-14 Work Days
8	Dress Blouse Standard Plain	Fechheimer	34891	\$ 252.00	\$ 2,016.00	7-14 days	\$ 259.99	\$ 2,079.92	10-14 Work Days
2	Poly L/S w. Embroidery	Elbeco	9310	\$ 48.00	\$ 96.00	7-14 days	\$ 53.99	\$ 107.98	14-21 Work Days
2	Poly L/S w. Embroidery	Elbeco	K5170	\$ 41.00	\$ 82.00	7-14 days	\$ 47.99	\$ 95.98	14-21 Work Days
2	Poly S/S w. Embroidery	Elbeco	9810	\$ 44.50	\$ 89.00	7-14 days	\$ 50.99	\$ 101.98	14-21 Work Days
2	Poly S/S w. Embroidery	Elbeco	K5180	\$ 44.50	\$ 89.00	7-14 days	\$ 50.99	\$ 101.98	14-21 Work Days
10	L/S Shirt w. Embroidery	Edwards	K5171LC	\$ 41.00	\$ 410.00	7-14 days	\$ 47.99	\$ 479.90	14-21 Work Days
18	Smith & Warren Pin Back	Smith & Warren		\$ 145.00	\$ 2,610.00	7-14 days	\$ 79.99	\$ 1,439.82	4-6 weeks
8	Blackinton Style 5 "911" set	Collar Pins		\$ 23.99	\$ 191.92	7-14 days	\$ 15.99	\$ 127.92	6-8 weeks

RESOLUTION

NO: 2018-03-044

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution Authorizing the Renovation of Inmate Services and a Supplemental Appropriation – Sheriff-Jail/Public Safety/Finance/Board

WHEREAS, inmate educational classes are conducted in the Inmate Services area; and

WHEREAS, there is a need to replace carpet that has exceeded its useful life and to improve the functionality of the area’s furniture and to provide a positive and supportive learning environment for inmates participating in jail education and faith based classes; and

WHEREAS, Seelye Group; American Video Transfer; and MarxModa will complete this project; and

WHEREAS, the total cost of the renovations, which includes carpet installation, network wiring, television, and furniture, is projected to be \$50,448; and

WHEREAS, the project was not planned for in the 2018 Operating Budget and will require a supplemental appropriation; and

WHEREAS, there are sufficient funds available in the Commissary fund balance to support this project.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the renovation of Inmate Services for the educational benefit of the inmates at a cost not to exceed 50,448.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes a supplemental appropriation to the Sheriff Department Jail Commissary Fund as follows:.

ORG	ORG DESC	Current Budget	Proposed Amendment	Proposed Revised Budget
595	JAIL COMMISSARY	\$111,308	\$50,448	\$161,756

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

#

#

#

MOVED:
SECONDED:
CARRIED:

Covert Interview Room Recording System

Vendor Contact:

American Video Transfer Inc.
 9931 E Grand River
 Brighton, MI 48116
 Attn: Matthew Eckman
 810-227-5001 Cell

Client Contact:

LCJ - Sgt. Knapp

Date: 01/06/2018
Expires: 06/06/2018
Terms: Net 30 Day

Flat Screen LCD TV

Description	QTY	MFG.	Model	Price
Insignia 70" Television	1	Insignia		included
Surge Suppressor	1	Market		included
Long HDMI cable / Wire mold / misc. supply		Market		included
Television Mount	1	Market		included
Project Labor: Install 70" TV on wall in Inmate Services. Run conduit and work boxes on both sides of the room and install HDMI ports so Laptops can display onto TV from teaching desk.	1			included

Note: Line voltage electric not included.

Price **\$ 2,000.00**

Upgrade to 75" class television **price** **\$ 485.00**

Move Wi-Fi & Switch Equipment to Closet

Description	QTY	MFG.	Model	Price
Remove all network equipment from teaching desk area (switch, Wi-Fi injectors, modem) to the storage closet. Pull back one network drop for the existing computer on the desk. Clean / Tidy area. Include incidentals	1			

Price **\$ 385.00**



American Video Transfer Inc



Memorandum

To: Livingston County Board of Commissioners
From: Kristen Landis, Billing Specialist; Inmate Services
Date: 02/14/18
Re: RESOLUTION TO AUTHORIZE THE RENOVATION OF
INMATE SERVICES AND A SUPPLEMENTAL
APPROPRIATION

Please find for your consideration the attached resolution authorizing the renovation of Inmate Services.

While housed in the Livingston County Jail, inmates are given the opportunity to attend and participate in educational and faith based classes which are conducted in the Inmate Services area.

The carpet in Inmate Services has exceeded its useful life and replacing the furniture would improve the functionality of the area. This renovation would provide a positive and supportive learning environment for the inmates.

The total cost of the project, which includes carpet installation, network wiring, television and furniture, is projected to be \$50,448. The project will solely utilize commission from inmate purchases, aka the Commissary Fund, which currently has a fund balance of \$368,617. The Sheriff's office respectfully requests a supplemental appropriation of \$50,448.

If you have any questions regarding this matter please contact me at ext. 7590.



Quote

MarxModa - PT Detroit
 751 Griswold Street
 Detroit, MI 48226
 Phone: 855.242.9292
 Fax: 855.213.3647

Quote/Order Number	40300
Project Number	
Customer PO Number	
Customer Account	LIV02
Sales	Eric Whalls
Date	01/26/2018
Pricing Good Thru	02/25/2018
Page	1 of 20

B LIVINGSTON COUNTY SHERIFF
 I 150 S HIGHLANDER WAY
 L HOWELL, MI 48843
 L
 T ATTN: Kristen Landis
 O Phone: 517-540-7590
 Email: klandis@livgov.com

S LIVINGSTON COUNTY SHERIFF
 H 150 S HIGHLANDER WAY
 I HOWELL, MI 48843
 P
 T ATTN: Kristen Landis
 O Phone: 517-540-7590
 Email: klandis@livgov.com

Project Description:

Project Team:

Sales: Eric Whalls, 248.789.4147, eric.whalls@marxmoda.com
 Project Management: Sherri Carter, 810.869.4587, sherri.carter@marxmoda.com
 Account Coordinator: Stephanie Tuttle, 248.313.2092, stephanie.tuttle@marxmoda.com

Herman Miller Office Furniture for Livingston County Jail Inmate Service Classroom. Pricing per the Herman Miller US Communities Contract # AG0607.

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	HERMAN MILLER DU6ATS.3054LE--NNP-SUD-LBC-LBC-WN-PHD-NNN-57 @Renew Rect Tbl, T-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 54W OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: LBC:@walnut on ash OPTION: LBC:@walnut on ash OPTION: WN:@warm grey neutral leg with warm grey neutral foot OPTION: PHD:@high density cable trough OPTION: NNN:@no cutout OPTION: 57:@glides Mark Line For: Tag L3: Open Area	1,080.99	1,080.99
2	1.00 Each	HERMAN MILLER DU6ATS.3066LE--NNP-SUD-LBC-LBC-WN-PHD-NNN-57 @Renew Rect Tbl, T-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 66W OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: LBC:@walnut on ash OPTION: LBC:@walnut on ash OPTION: WN:@warm grey neutral leg with warm grey neutral foot OPTION: PHD:@high density cable trough OPTION: NNN:@no cutout OPTION: 57:@glides Mark Line For: Tag L3: Open Area	1,120.84	1,120.84
3	2.00 Each	HERMAN MILLER FT110.4624N--WN	56.97	113.94



marxmoda

Quote

MarxModa - PT Detroit
751 Griswold Street
Detroit, MI 48226
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Fax: 855.213.3647

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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		+Frame,Base Covers, no knockouts 46H 24W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area		
4	3.00 Each	HERMAN MILLER FT110.4630N--WN +Frame,Base Covers, no knockouts 46H 30W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	59.74	179.22
5	1.00 Each	HERMAN MILLER FT110.4636N--WN +Frame,Base Covers, no knockouts 46H 36W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	63.13	63.13
6	1.00 Each	HERMAN MILLER FT110.4642N--WN +Frame,Base Covers, no knockouts 46H 42W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	67.44	67.44
7	1.00 Each	HERMAN MILLER FT110.4648N--WN +Frame,Base Covers, no knockouts 46H 48W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	71.75	71.75
8	2.00 Each	HERMAN MILLER FT112.24AP--WN +Frame Top Cap,Standard Ptd 24W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	8.62	17.24
9	3.00 Each	HERMAN MILLER FT112.30AP--WN +Frame Top Cap,Standard Ptd 30W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	9.55	28.65
10	1.00 Each	HERMAN MILLER FT112.36AP--WN +Frame Top Cap,Standard Ptd 36W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	10.78	10.78
11	1.00 Each	HERMAN MILLER FT112.42AP--WN +Frame Top Cap,Standard Ptd 42W OPTION: WN:+warm grey neutral	12.01	12.01



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Quote

MarxModa - PT Detroit
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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		Mark Line For: Tag L3: Open Area		
12	1.00 Each	HERMAN MILLER FT112.48AP--WN +Frame Top Cap,Standard Ptd 48W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	12.93	12.93
13	2.00 Each	HERMAN MILLER FT121.246 +Conn 90,Universal,2way,90 deg-for 46H frames and lower Mark Line For: Tag L3: Open Area	18.17	36.34
14	2.00 Each	HERMAN MILLER FT123.246BP--WN +Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 46H OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	16.32	32.64
15	2.00 Each	HERMAN MILLER FT126.2AP--WN +Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	8.93	17.86
16	4.00 Each	HERMAN MILLER FT128.46 +Connection Hardware, Frame-to-Frame 46H Mark Line For: Tag L3: Open Area	7.08	28.32
17	2.00 Each	HERMAN MILLER FT160.46BP--WN +Finished End,Base Cover Ptd 46H OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	17.86	35.72
18	2.00 Each	HERMAN MILLER FT167.30A--WN +Tile Trim,Wall Strip,top/mid-level lwr tile trim, 30W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	34.80	69.60
19	2.00 Each	HERMAN MILLER FT167.36A--WN +Tile Trim,Wall Strip,top/mid-level lwr tile trim, 36W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	36.64	73.28
20	2.00 Each	HERMAN MILLER FT170.1130T--WN-2V-05	24.33	48.66



marxmoda

Quote

MarxModa - PT Detroit
751 Griswold Street
Detroit, MI 48226
Phone: 855.242.9292
Fax: 855.213.3647

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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		+Lower Tile, Tackable Fabric 11H 30W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area		
21	2.00 Each	HERMAN MILLER FT170.1136T--WN-2V-05 +Lower Tile, Tackable Fabric 11H 36W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area	26.17	52.34
22	4.00 Each	HERMAN MILLER FT170.3024T--WN-5T-06 +Lower Tile, Tackable Fabric 30H 24W OPTION: WN:+warm grey neutral OPTION: 5T:+resonance-Pr Cat 1 OPTION: 06:+resonance alabaster Mark Line For: Tag L3: Open Area	40.65	162.60
23	6.00 Each	HERMAN MILLER FT170.3030T--WN-5T-06 +Lower Tile, Tackable Fabric 30H 30W OPTION: WN:+warm grey neutral OPTION: 5T:+resonance-Pr Cat 1 OPTION: 06:+resonance alabaster Mark Line For: Tag L3: Open Area	42.80	256.80
24	2.00 Each	HERMAN MILLER FT170.3036T--WN-5T-06 +Lower Tile, Tackable Fabric 30H 36W OPTION: WN:+warm grey neutral OPTION: 5T:+resonance-Pr Cat 1 OPTION: 06:+resonance alabaster Mark Line For: Tag L3: Open Area	46.50	93.00
25	2.00 Each	HERMAN MILLER FT170.3042T--WN-5T-06 +Lower Tile, Tackable Fabric 30H 42W OPTION: WN:+warm grey neutral OPTION: 5T:+resonance-Pr Cat 1 OPTION: 06:+resonance alabaster Mark Line For: Tag L3: Open Area	48.96	97.92
26	2.00 Each	HERMAN MILLER FT170.3048T--WN-5T-06 +Lower Tile, Tackable Fabric 30H 48W	52.04	104.08



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Quote

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 751 Griswold Street
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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		OPTION: WN:+warm grey neutral OPTION: 5T:+resonance-Pr Cat 1 OPTION: 06:+resonance alabaster Mark Line For: Tag L3: Open Area		
27	4.00 Each	HERMAN MILLER FT181.1124T--WN-2V-05 +Upper Tile, Tackable Fabric 11H 24W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area	22.48	89.92
28	6.00 Each	HERMAN MILLER FT181.1130T--WN-2V-05 +Upper Tile, Tackable Fabric 11H 30W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area	24.33	145.98
29	2.00 Each	HERMAN MILLER FT181.1136T--WN-2V-05 +Upper Tile, Tackable Fabric 11H 36W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area	26.17	52.34
30	2.00 Each	HERMAN MILLER FT181.1142T--WN-2V-05 +Upper Tile, Tackable Fabric 11H 42W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area	28.33	56.66
31	2.00 Each	HERMAN MILLER FT181.1148T--WN-2V-05 +Upper Tile, Tackable Fabric 11H 48W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area	29.56	59.12
32	2.00 Each	HERMAN MILLER FT181.3330T--WN-2V-05 +Upper Tile, Tackable Fabric 33H 30W OPTION: WN:+warm grey neutral	44.34	88.68



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Quote

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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area		
33	2.00 Each	HERMAN MILLER FT181.3336T--WN-2V-05 +Upper Tile, Tackable Fabric 33H 36W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Open Area	47.73	95.46
34	2.00 Each	HERMAN MILLER FT190.46 +Wall Start 46H Mark Line For: Tag L3: Open Area	20.63	41.26
35	10.00 Each	HERMAN MILLER FT191.68--BU +Wall Strip,No Wall Fastener 68H OPTION: BU:+black umber Mark Line For: Tag L3: Open Area	20.63	206.30
36	4.00 Each	HERMAN MILLER FT192.11 +Tile Adapter,Wall Strip, 11H Mark Line For: Tag L3: Open Area	6.77	27.08
37	4.00 Each	HERMAN MILLER FT192.33 +Tile Adapter,Wall Strip, 33H Mark Line For: Tag L3: Open Area	13.24	52.96
38	2.00 Each	HERMAN MILLER FT290.24L--WN +Surface Cantilever, for 20"-or 24" deep surface,lft-hnd OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	10.16	20.32
39	2.00 Each	HERMAN MILLER FT290.24R--WN +Surface Cantilever, for 20"-or 24" deep surface,rt-hnd OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	10.16	20.32
40	1.00 Each	HERMAN MILLER FT2A1.12FL--WN +Open Support,Archtrl Foot,Frame-Att,Fxd Hght,Lft 12D Shared Mid-Run OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	73.90	73.90



marxmoda

Quote

MarxModa - PT Detroit
751 Griswold Street
Detroit, MI 48226
Phone: 855.242.9292
Fax: 855.213.3647

Quote/Order Number	40300
Project Number	
Customer PO Number	
Customer Account	LIV02
Sales	Eric Whalls
Date	01/26/2018
Pricing Good Thru	02/25/2018
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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
41	1.00 Each	HERMAN MILLER FT2A1.12FR--WN +Open Support,Archtrl Foot,Frame-Att,Fxd Hght,Rt 12D Shared Mid-Run OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	73.90	73.90
42	1.00 Each	HERMAN MILLER FT2A1.30FL--WN +Open Support,Archtrl Foot,Frame-Att,Fxd Hght,Lft 30D OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	105.93	105.93
43	1.00 Each	HERMAN MILLER FT2A1.30FR--WN +Open Support,Archtrl Foot,Frame-Att,Fxd Hght,Rt 30D OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Open Area	105.93	105.93
44	2.00 Each	HERMAN MILLER FT420.30PL--KD-WN-WN-SM +Flip Dr Unit,B-Style Pntd, Lock 30W OPTION: KD:+keyed differently OPTION: WN:+warm grey neutral OPTION: WN:+warm grey neutral OPTION: SM:+on module Mark Line For: Tag L3: Open Area	135.49	270.98
45	2.00 Each	HERMAN MILLER FT420.36PL--KD-WN-WN-SM +Flip Dr Unit,B-Style Pntd, Lock 36W OPTION: KD:+keyed differently OPTION: WN:+warm grey neutral OPTION: WN:+warm grey neutral OPTION: SM:+on module Mark Line For: Tag L3: Open Area	146.27	292.54
46	2.00 Each	HERMAN MILLER FT920.46 +Wall Start Filler 46H Mark Line For: Tag L3: Open Area	44.65	89.30
47	2.00 Each	HERMAN MILLER FTS10.2466LF--LBC-LBC +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 66W, Frame Atch OPTION: LBC:+walnut on ash OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Open Area	123.17	246.34
48	1.00		97.31	97.31



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
	Each	HERMAN MILLER FTS10.3042LF--LBC-LBC +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 42W, Frame Atch OPTION: LBC:+walnut on ash OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Open Area		
49	1.00 Each	HERMAN MILLER FTS10.3096LF--LBC-LBC +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 96W, Frame Atch OPTION: LBC:+walnut on ash OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Open Area	226.64	226.64
50	2.00 Each	HERMAN MILLER FT354.CS4630R--WN-8R-22 @Pari Screen, Delineation, Canvas Surf Att Seam, Tack Fabric Horz, 46H 30W OPTION: WN:@warm grey neutral OPTION: 8R:@twist-Pr Cat 2 OPTION: 22:+twist blueberry Mark Line For: Tag L3: Open Area	288.53	577.06
51	4.00 Each	HERMAN MILLER G6136.30S +Task Light,Utility,AO,Etho,Canvas,30W Mark Line For: Tag L3: Open Area	74.52	298.08
52	2.00 Each	HERMAN MILLER LW100.24BBF--SB-XS-WN-KD-1F-3M +Ped W-Pull,Freestd 24D B/B/F OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: KD:+keyed differently, black OPTION: 1F:+standard height OPTION: 3M:+drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer Mark Line For: Tag L3: Open Area	225.91	451.82
53	2.00 Each	HERMAN MILLER LW400.3664--XS-WN-NS4-KD +Storage Case,W-Pull 36W 64H OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: NS4:+4 shelves total OPTION: KD:+keyed differently, black	597.46	1,194.92



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		Mark Line For: Tag L3: Open Area		
54	1.00 Each	HERMAN MILLER ET156VSLNG--WN-WN-WN-WN-G @Eames Conference Table,Oval,Segmented Base,Laminate Top/Vinyl Edge,No Grommet,28-1/2H 54D 96W OPTION: WN:@warm grey neutral OPTION: WN:@warm grey neutral OPTION: WN:@warm grey neutral OPTION: WN:@warm grey neutral OPTION: G:@glides Mark Line For: Tag L3: Open Area	1,018.02	1,018.02
55	13.00 Each	HERMAN MILLER WC410N--BK-BK-U4-BK +Caper Stacking Chair, Molded Seat, No Arms OPTION: BK:+black OPTION: BK:+black OPTION: U4:+hard wheel caster, carpet only OPTION: BK:+black Mark Line For: Tag L3: Open Area	123.95	1,611.35
56	2.00 Each	SIT-ON-IT 6023Y/E3.A134--C25-FC11-Z4-B14--MC6-FABRIC-FG1-SUGAR-KISS-- KD Torsa, Enhanced Synchro Cntrl, Multi-Adjustable Arms OPTION: C25:Carpet casters OPTION: FC11:Graphite Frame OPTION: Z4:White Back Support/Arms OPTION: B14:Graphite Base OPTION: ~:No Selection OPTION: MC6:Nickel Mesh OPTION: FABRIC:Fabric Grade Selections OPTION: FG1:Fabric Grade 1 OPTION: SUGAR:Sugar Color Selection OPTION: KISS:Sugar Kiss OPTION: ~:No Selection OPTION: KD:Knocked Down Mark Line For: Tag L3: Open Area	364.80	729.60
57	1.00 Each	To Be Determined Product Vendor ACDZRB Accessories & Supplies, Markers, Trays, and EganCloth Erasers, Dry- erase Markers, Jot Markers, 12 (6 Red and 6 Black) Mark Line For: Tag L3: Open Area	25.31	25.31
58	1.00 Each	To Be Determined Product Vendor EVVE6 Accessories & Supplies, Markers, Trays, and EganCloth Erasers,	90.00	90.00



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		EganCloth, VersaEraser - 6 Pack Mark Line For: Tag L3: Open Area		
59	1.00 Each	To Be Determined Product Vendor MDMB7248--CA-W-Y-~ Markerboards & Tackboards, Markerboards, Aluminum Frame, Curved Corner, EganBoard Porcelain, 72"W x 48"H, call Egan Customer Service for custom size OPTION: CA:Clear Anodized Aluminum Finish OPTION: W:Wall Mount Bracket OPTION: Y:Full Length Markerboard Plastic Marker Tray OPTION: ~:*** No Options *** Mark Line For: Tag L3: Open Area	544.50	544.50
60	1.00 Each	HERMAN MILLER Y93111. @VCALL Single Screen Kit Mark Line For: Tag L3: VCALL Unit	1,477.50	1,477.50
61	1.00 Each	HERMAN MILLER Y93220. @VCALL Shelf Mark Line For: Tag L3: VCALL Unit	172.50	172.50
62	1.00 Each	HERMAN MILLER DU6ATS.3060LE--NNP-SUD-LBC-LBC-WN-PHD-NNN-57 @Renew Rect Tbl, T-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 60W OPTION: NNP:@no power access OPTION: SUD:@simple up down OPTION: LBC:@walnut on ash OPTION: LBC:@walnut on ash OPTION: WN:@warm grey neutral leg with warm grey neutral foot OPTION: PHD:@high density cable trough OPTION: NNN:@no cutout OPTION: 57:@glides Mark Line For: Tag L3: Private Office	1,101.08	1,101.08
63	1.00 Each	HERMAN MILLER FT167.42A--WN +Tile Trim,Wall Strip,top/mid-level lwr tile trim, 42W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Private Office	38.18	38.18
64	1.00 Each	HERMAN MILLER FT170.1142T--WN-2V-05 +Lower Tile, Tackable Fabric 11H 42W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1	28.33	28.33



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		OPTION: 05:+chain wicker Mark Line For: Tag L3: Private Office		
65	1.00 Each	HERMAN MILLER FT181.3342T--WN-2V-05 +Upper Tile, Tackable Fabric 33H 42W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Private Office	51.12	51.12
66	2.00 Each	HERMAN MILLER FT191.68--BU +Wall Strip,No Wall Fastener 68H OPTION: BU:+black umber Mark Line For: Tag L3: Private Office	20.63	41.26
67	1.00 Each	HERMAN MILLER FT192.11 +Tile Adapter,Wall Strip, 11H Mark Line For: Tag L3: Private Office	6.77	6.77
68	1.00 Each	HERMAN MILLER FT192.33 +Tile Adapter,Wall Strip, 33H Mark Line For: Tag L3: Private Office	13.24	13.24
69	1.00 Each	HERMAN MILLER FT420.42PL--KD-WN-WN-SM +Flip Dr Unit,B-Style Pntd, Lock 42W OPTION: KD:+keyed differently OPTION: WN:+warm grey neutral OPTION: WN:+warm grey neutral OPTION: SM:+on module Mark Line For: Tag L3: Private Office	157.04	157.04
70	1.00 Each	HERMAN MILLER FTS10.2448LS--LBC-LBC +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, No Brkts OPTION: LBC:+walnut on ash OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Private Office	71.13	71.13
71	1.00 Each	HERMAN MILLER FV2A2.24FL--WN +Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Private Office	132.72	132.72



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
72	1.00 Each	HERMAN MILLER G6136.42S +Task Light,Utility,AO,Etho,Canvas,42W Mark Line For: Tag L3: Private Office	81.91	81.91
73	1.00 Each	HERMAN MILLER FV694.A12A54--J9-CN +Screen,Translucent Plastic, 12" below WS, 54W OPTION: J9:+opal frosted OPTION: CN:+metallic champagne Mark Line For: Tag TG: A12A/60 Tag L3: Private Office	250.35	250.35
74	1.00 Each	HERMAN MILLER LW100.24BBF--SB-XS-WN-KD-1F-3M +Ped W-Pull,Freestd 24D B/B/F OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: KD:+keyed differently, black OPTION: 1F:+standard height OPTION: 3M:+drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer Mark Line For: Tag L3: Private Office	225.91	225.91
75	2.00 Each	HERMAN MILLER LW200.363--XS-WN-KD-CB-2R +Lat File,W-Pull Freestd 3 Dwr 36W OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: KD:+keyed differently, black OPTION: CB:+counterweight (recommended) OPTION: 2R:+side-to-side filing rail Mark Line For: Tag L3: Private Office	468.16	936.32
76	1.00 Each	HERMAN MILLER LTPL-07220--LBC @Tu File Top, Lam Top/TP Edge 72W 20D OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Private Office	165.09	165.09
77	2.00 Each	HERMAN MILLER WC410N--BK-BK-U4-BK +Caper Stacking Chair, Molded Seat, No Arms OPTION: BK:+black OPTION: BK:+black OPTION: U4:+hard wheel caster, carpet only OPTION: BK:+black Mark Line For: Tag L3: Private Office	123.95	247.90



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
78	1.00 Each	SIT-ON-IT 6023Y/E3.A134--C25-FC11-Z4-B14--MC6-FABRIC--FG1-SUGAR-KISS-KD Torsa, Enhanced Synchro Cntrl, Multi-Adjustable Arms OPTION: C25:Carpet casters OPTION: FC11:Graphite Frame OPTION: Z4:White Back Support/Arms OPTION: B14:Graphite Base OPTION: ~:No Selection OPTION: MC6:Nickel Mesh OPTION: FABRIC:Fabric Grade Selections OPTION: ~:No Selection OPTION: FG1:Fabric Grade 1 OPTION: SUGAR:Sugar Color Selection OPTION: KISS:Sugar Kiss OPTION: KD:Knocked Down Mark Line For: Tag L3: Private Office	364.80	364.80
79	1.00 Each	HERMAN MILLER DT1DS.3660LG--LBC-LBC-WN-20-NTG +Everywhere Oval Table,Squared Edge,Lam Top/Thermo Edge,3-Column Base,Spanner 36D 60W OPTION: LBC:+walnut on ash OPTION: LBC:+walnut on ash OPTION: WN:+warm grey neutral OPTION: 20:+casters OPTION: NTG:+no grommet Mark Line For: Tag L3: Chaplains Office	592.69	592.69
80	3.00 Each	HERMAN MILLER FT110.4630N--WN +Frame,Base Covers, no knockouts 46H 30W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	59.74	179.22
81	6.00 Each	HERMAN MILLER FT110.4636N--WN +Frame,Base Covers, no knockouts 46H 36W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	63.13	378.78
82	3.00 Each	HERMAN MILLER FT112.30AP--WN +Frame Top Cap,Standard Ptd 30W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	9.55	28.65
83	6.00 Each	HERMAN MILLER FT112.36AP--WN	10.78	64.68



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		+Frame Top Cap,Standard Ptd 36W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office		
84	3.00 Each	HERMAN MILLER FT121.246 +Conn 90,Universal,2way,90 deg-for 46H frames and lower Mark Line For: Tag L3: Chaplains Office	18.17	54.51
85	3.00 Each	HERMAN MILLER FT123.246BP--WN +Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 46H OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	16.32	48.96
86	3.00 Each	HERMAN MILLER FT126.2AP--WN +Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	8.93	26.79
87	3.00 Each	HERMAN MILLER FT128.46 +Connection Hardware, Frame-to-Frame 46H Mark Line For: Tag L3: Chaplains Office	7.08	21.24
88	3.00 Each	HERMAN MILLER FT160.46BP--WN +Finished End,Base Cover Ptd 46H OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	17.86	53.58
89	3.00 Each	HERMAN MILLER FT167.30A--WN +Tile Trim,Wall Strip,top/mid-level lwr tile trim, 30W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	34.80	104.40
90	3.00 Each	HERMAN MILLER FT167.48A--WN +Tile Trim,Wall Strip,top/mid-level lwr tile trim, 48W OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	40.65	121.95
91	3.00 Each	HERMAN MILLER FT170.1130T--WN-2V-05 +Lower Tile, Tackable Fabric 11H 30W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker	24.33	72.99



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		Mark Line For: Tag L3: Chaplains Office		
92	3.00 Each	HERMAN MILLER FT170.1148T--WN-2V-05 +Lower Tile, Tackable Fabric 11H 48W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Chaplains Office	29.56	88.68
93	6.00 Each	HERMAN MILLER FT170.3030T--WN-5T-06 +Lower Tile, Tackable Fabric 30H 30W OPTION: WN:+warm grey neutral OPTION: 5T:+resonance-Pr Cat 1 OPTION: 06:+resonance alabaster Mark Line For: Tag L3: Chaplains Office	42.80	256.80
94	12.00 Each	HERMAN MILLER FT170.3036T--WN-5T-06 +Lower Tile, Tackable Fabric 30H 36W OPTION: WN:+warm grey neutral OPTION: 5T:+resonance-Pr Cat 1 OPTION: 06:+resonance alabaster Mark Line For: Tag L3: Chaplains Office	46.50	558.00
95	6.00 Each	HERMAN MILLER FT181.1130T--WN-2V-05 +Upper Tile, Tackable Fabric 11H 30W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Chaplains Office	24.33	145.98
96	12.00 Each	HERMAN MILLER FT181.1136T--WN-2V-05 +Upper Tile, Tackable Fabric 11H 36W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Chaplains Office	26.17	314.04
97	3.00 Each	HERMAN MILLER FT181.3330T--WN-2V-05 +Upper Tile, Tackable Fabric 33H 30W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Chaplains Office	44.34	133.02



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
98	3.00 Each	HERMAN MILLER FT181.3348T--WN-2V-05 +Upper Tile, Tackable Fabric 33H 48W OPTION: WN:+warm grey neutral OPTION: 2V:+chain-Pr Cat 1 OPTION: 05:+chain wicker Mark Line For: Tag L3: Chaplains Office	54.50	163.50
99	3.00 Each	HERMAN MILLER FT190.46 +Wall Start 46H Mark Line For: Tag L3: Chaplains Office	20.63	61.89
100	9.00 Each	HERMAN MILLER FT191.68--BU +Wall Strip,No Wall Fastener 68H OPTION: BU:+black umber Mark Line For: Tag L3: Chaplains Office	20.63	185.67
101	6.00 Each	HERMAN MILLER FT192.11 +Tile Adapter,Wall Strip, 11H Mark Line For: Tag L3: Chaplains Office	6.77	40.62
102	6.00 Each	HERMAN MILLER FT192.33 +Tile Adapter,Wall Strip, 33H Mark Line For: Tag L3: Chaplains Office	13.24	79.44
103	3.00 Each	HERMAN MILLER FT290.24L--WN +Surface Cantilever, for 20"-or 24" deep surface,lft-hnd OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	10.16	30.48
104	3.00 Each	HERMAN MILLER FT290.30R--WN +Surface Cantilever, for 30"- deep surface,rt-hnd OPTION: WN:+warm grey neutral Mark Line For: Tag L3: Chaplains Office	12.01	36.03
105	3.00 Each	HERMAN MILLER FT420.30PL--KD-WN-WN-SM +Flip Dr Unit,B-Style Pntd, Lock 30W OPTION: KD:+keyed differently OPTION: WN:+warm grey neutral OPTION: WN:+warm grey neutral OPTION: SM:+on module Mark Line For: Tag L3: Chaplains Office	135.49	406.47



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Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
106	3.00 Each	HERMAN MILLER FT420.48PL--KD-WN-WN-SM +Flip Dr Unit,B-Style Pntd, Lock 48W OPTION: KD:+keyed differently OPTION: WN:+warm grey neutral OPTION: WN:+warm grey neutral OPTION: SM:+on module Mark Line For: Tag L3: Chaplains Office	166.28	498.84
107	3.00 Each	HERMAN MILLER FT920.46 +Wall Start Filler 46H Mark Line For: Tag L3: Chaplains Office	44.65	133.95
108	3.00 Each	HERMAN MILLER FTS10.2448LF--LBC-LBC +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch OPTION: LBC:+walnut on ash OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Chaplains Office	83.76	251.28
109	3.00 Each	HERMAN MILLER FTS10.3072LF--LBC-LBC +Rectangular Surface,Sq-Edge, Lam Top/Thermo Edge, 30D 72W, Frame Atch OPTION: LBC:+walnut on ash OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Chaplains Office	178.29	534.87
110	3.00 Each	HERMAN MILLER G6136.30S +Task Light,Utility,AO,Etho,Canvas,30W Mark Line For: Tag L3: Chaplains Office	74.52	223.56
111	3.00 Each	HERMAN MILLER G6136.42S +Task Light,Utility,AO,Etho,Canvas,42W Mark Line For: Tag L3: Chaplains Office	81.91	245.73
112	3.00 Each	HERMAN MILLER LW150.20FF--SB-XS-WN-F8-KC-NN +Ped W-Pull,Support 20D for 24D Wk Surf,F/F OPTION: SB:+full-extension ball-bearing OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: F8:+for Canvas Office Landscape OPTION: KC:+keyed differently, chrome OPTION: NN:+none	193.24	579.72



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		Mark Line For: Tag L3: Chaplains Office		
113	3.00 Each	HERMAN MILLER LW150.28BBF--SR-XS-WN-F8-KC-NN +Ped W-Pull,Support 28D for 30D Wk Surf,B/B/F OPTION: SR:+3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: F8:+for Canvas Office Landscape OPTION: KC:+keyed differently, chrome OPTION: NN:+none Mark Line For: Tag L3: Chaplains Office	229.74	689.22
114	1.00 Each	HERMAN MILLER LTPL-04220--LBC @Tu File Top, Lam Top/TP Edge 42W 20D OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Chaplains Office	94.19	94.19
115	1.00 Each	HERMAN MILLER LTPL-08420--LBC @Tu File Top, Lam Top/TP Edge 84W 20D OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Chaplains Office	192.20	192.20
116	3.00 Each	HERMAN MILLER LW200.423--XS-WN-KD-CB-2R +Lat File,W-Pull Freestd 3 Dwr 42W OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: KD:+keyed differently, black OPTION: CB:+counterweight (recommended) OPTION: 2R:+side-to-side filing rail Mark Line For: Tag L3: Chaplains Office	508.13	1,524.39
117	6.00 Each	HERMAN MILLER LW200.424--XS-WN-KD-CB-2R +Lat File,W-Pull Freestd 4 Dwr 42W OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: KD:+keyed differently, black OPTION: CB:+counterweight (recommended) OPTION: 2R:+side-to-side filing rail Mark Line For: Tag L3: Chaplains Office	616.57	3,699.42
118	1.00 Each	HERMAN MILLER LW400.4238--XS-WN-KD +Storage Case,W-Pull 42W 38H	495.62	495.62



marxmoda

Quote

MarxModa - PT Detroit
751 Griswold Street
Detroit, MI 48226
Phone: 855.242.9292
Fax: 855.213.3647

Quote/Order Number	40300
Project Number	
Customer PO Number	
Customer Account	LIV02
Sales	Eric Whalls
Date	01/26/2018
Pricing Good Thru	02/25/2018
Page	19 of 20

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
		OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: KD:+keyed differently, black Mark Line For: Tag L3: Chaplains Office		
119	2.00 Each	HERMAN MILLER LW400.4264--XS-WN-NS4-KD +Storage Case,W-Pull 42W 64H OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: NS4:+4 shelves total OPTION: KD:+keyed differently, black Mark Line For: Tag L3: Chaplains Office	645.77	1,291.54
120	4.00 Each	HERMAN MILLER WC410N--BK-BK-U4-BK +Caper Stacking Chair, Molded Seat, No Arms OPTION: BK:+black OPTION: BK:+black OPTION: U4:+hard wheel caster, carpet only OPTION: BK:+black Mark Line For: Tag L3: Chaplains Office	123.95	495.80
121	3.00 Each	SIT-ON-IT 6023Y/E3.A134--C25-FC11-Z4-B14--MC6-FABRIC--FG1-SUGAR-KISS- KD Torsa, Enhanced Synchro Cntrl, Multi-Adjustable Arms OPTION: C25:Carpet casters OPTION: FC11:Graphite Frame OPTION: Z4:White Back Support/Arms OPTION: B14:Graphite Base OPTION: ~:No Selection OPTION: MC6:Nickel Mesh OPTION: FABRIC:Fabric Grade Selections OPTION: ~:No Selection OPTION: FG1:Fabric Grade 1 OPTION: SUGAR:Sugar Color Selection OPTION: KISS:Sugar Kiss OPTION: KD:Knocked Down Mark Line For: Tag L3: Chaplains Office	364.80	1,094.40
122	2.00 Each	HERMAN MILLER LW400.3638--XS-WN-KD +Storage Case,W-Pull 36W 38H OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: KD:+keyed differently, black Mark Line For: Tag L3: Break Rm	438.27	876.54



marxmoda

Quote

MarxModa - PT Detroit
751 Griswold Street
Detroit, MI 48226
Phone: 855.242.9292
Fax: 855.213.3647

Quote/Order Number	40300
Project Number	
Customer PO Number	
Customer Account	LIV02
Sales	Eric Whalls
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Page	20 of 20

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
123	1.00 Each	HERMAN MILLER LW400.4264--XS-WN-NS4-KD +Storage Case,W-Pull 42W 64H OPTION: XS:+textured paint on smooth steel OPTION: WN:+warm grey neutral OPTION: NS4:+4 shelves total OPTION: KD:+keyed differently, black Mark Line For: Tag L3: Break Rm	645.77	645.77
124	1.00 Each	HERMAN MILLER LTPL-07220--LBC @Tu File Top, Lam Top/TP Edge 72W 20D OPTION: LBC:+walnut on ash Mark Line For: Tag L3: Break Rm	165.09	165.09
125	1.00 Each	LDC-MarxModa Installation LABOR-- LABOR TO DELIVER AND INSTALL OFFICE FURNITURE FOR LIVINGSTON COUNTYINMATE SERVICES CLASSROOM OPTION: :	4,125.00	4,125.00

Subtotal: \$40,637.25

Please review this quotation and notify us promptly of any corrections required. Thank you for the opportunity to be of service!

To proceed with your proposal please check one of the following acceptance boxes and Accepted By signature is required.

- This Proposal is governed by MarxModa's Terms and Conditions of Sale which are incorporated by reference as is fully set forth herein. By accepting this proposal, Buyer agrees to MarxModa's Terms and Conditions.
- This Proposal is accepted by the representative as noted below and authorized by signature for pricing and furniture specifications. Buyer will submit Purchase Order with Buyer's Terms and Conditions.
- Direct Bill/GSA: This Proposal is governed by the manufacturer's Terms and Conditions of Sale.

Accepted By: _____ Date: _____

Printed Name: _____ Customer PO Number: _____

Order Deposit Remit to Address: MarxModa, Inc., PO Box 675105, Detroit, MI 48267-5105



1-12-2018

Quote 4769-TS

Livingston County
 200 East Grand River
 Howell, MI 48843
 Chris Folts

Please note the following quote for carpet and installation services in the Jail Inmate services suite.

Materials

175 Sq yds	Mannington Carpet tile Cookies and Cream	\$29.07	\$5,087.25
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TOTAL AMOUNT FOR "PRODUCT" \$5,087.25

INSTALLATION PACKAGE:

175 Sq yds	Carpet tile demolition and disposal	\$3.70	\$647.50
175 Sq yds	Carpet tile installation with adhesive	\$4.25	\$743.75
120 Ln Ft	Vinyl wall base installation including adhesive and product	\$1.60	\$192.00
7 Man Hr	Floor prep including material and man hours	\$38.59	\$270.13

TOTAL AMOUNT FOR "INSTALLATION" \$1,853.38

TOTAL PROJECT \$6,940.63

Prices based on RFP-LC-16-30. Please feel free to contact me with any further questions or comments. Once a PO or authorization is given the product will take 4-6 weeks to arrive and we will make installation arrangements after that.

Respectfully Submitted,

Timothy Spaulding
 Vice President

RESOLUTION

NO: 2018-03-045

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution Authorizing the Sheriff’s Office to Enter a Lease Agreement for Jail Radios – Sheriff-Jail

- WHEREAS,** due to illegal broadcasting occurring on the jail radio frequency; and
- WHEREAS,** this illegal activity interferes with jail operations and can negatively affect officer safety; and
- WHEREAS,** these illegal broadcasts have included threats against staff and racist language; and
- WHEREAS,** despite an investigation with assistance from the FCC and FBI the perpetrators have not been located and the broadcasts continue; and
- WHEREAS,** the acquisition of a digital radio system allows full encryption of our system; and
- WHEREAS,** such encryption would eliminate the ability of someone to illegally broadcast on the jail frequency; and
- WHEREAS,** the option of a five year lease of radio equipment is the most cost effective option compared to purchase; and
- WHEREAS,** the lease covers all maintenance and allows for a future upgrade to new equipment; and
- WHEREAS,** the annual cost of the lease would not exceed \$18,000; and
- WHEREAS,** there are sufficient funds in the current budget to cover the 2018 prorated cost of the lease.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the sheriff to enter into a five-year lease agreement with ComSource Incorporated for the acquisition of a digital radio system for use at the jail. The monthly cost of the lease is not to exceed \$1500.00.

#

MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Lt. Jeffery LeVeque – Jail Administrator
Date: 3/1/2018
Re: RESOLUTION AUTHORIZING THE SHERIFF’S OFFICE
TO ENTER A LEASE AGREEMENT FOR JAIL RADIOS –
SHERIFF /JA PUBLIC SAFETY / FINANCE / BOARD

Attached for your consideration and approval is a resolution authorizing the jail to pursue a lease agreement with ComSource Incorporated for a new digital encrypted radio system. As the sheriff’s previous communications indicated, we are dealing with one or more persons illegally broadcasting on our jail radio system. This has occurred in the past more than once but not for this long. The broadcasts started again in early December and have continued almost daily since.

These broadcasts have included threats against staff and racial slurs. This not only interferes with jail operations but also is an officer safety issue for the staff. We are conducting a full investigation with the assistance of the FCC and the FBI but as of yet have not been able to locate the perpetrators. We are unable to block out these broadcasts because our radio system is old school analog.

We looked at purchase options and feel that a lease for the equipment makes the most sense. The purchase of a system would be about \$80,000 - \$90,000 whereas a lease allows us to spend about \$1400.00 a month, which includes all maintenance and repairs on the system. In addition rather than purchase equipment that will go out of date, we can lease and get new upgraded equipment in the future.

The vendor is ComSource Incorporated, which is a Livingston County preferred vendor. The resolution asks for a limit of \$1500.00 monthly, which would allow us to add a few radios if needed without coming back to the board.

If you have any questions regarding this matter, please contact me.

Respectfully,

Lt. Jeffery Leveque

RESOLUTION

NO: 2018-03-046

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution Authorizing a Business Associate Agreement with St. John Providence Ascension

WHEREAS, Livingston County will begin utilizing the St. John Providence Ascension Medical Center in Howell to provide pre-employment employee physicals, drug screening, fitness for duty examinations and other occupational health services; and

WHEREAS, a Business Associate Agreement is needed to comply with the federal Health Information Technology for Economic and Clinical Health (HITECH) Act which amends HIPAA; and

WHEREAS, civil counsel has drafted the required Business Associate Agreement between Livingston County and St. John Providence Ascension.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign the attached Business Associate Agreement with St. John Providence Ascension, as well as any and all related documents upon review of civil counsel, to ensure compliance with HIPAA as amended by the HITECH Act.

#

MOVED:
SECONDED:
CARRIED:

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT, effective _____, 2018, is made and entered into by and between the **COUNTY OF LIVINGSTON**, a political subdivision and municipal corporation of the State of Michigan (hereinafter referred to as the "County") and **ST. JOHN PROVIDENCE ASCENSION**, with offices at Howell, Michigan (hereinafter referred to as the "Business Associate"), as part of the Subcontract between the County on behalf of the Covered Entity and the Business Associate for employee health and pre-employment physical and drug screening services (hereinafter referred to as the "Subcontract").

W I T N E S S E T H:

WHEREAS, the Covered Entity requires the Business Associate to provide services that may involve the use and/or disclosure of protected health information; and

WHEREAS, the Business Associate is capable of performing the services while complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended ("HIPAA") including the amendments made to HIPAA by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Genetic Information Nondiscrimination Act of 2008 ("GINA"); and

WHEREAS, the Business Associate desires to provide the services which the Covered Entity requires and agrees to comply with requirements of HIPAA as amended and the rules and regulations promulgated pursuant thereto.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

1. **DEFINITIONS:** Unless otherwise provided below, the terms used in this Agreement shall have the same meaning as those definitions set forth in HIPAA, the HITECH Act, the ARRA and GINA, as amended, and the federal rules and regulations promulgated pursuant thereto including, but not limited to, 45 CFR 160.103, 45 CFR 162.103 and 45 CFR 164.501.
 - (a) **Breach.** "Breach" shall have the same meaning given to the term "breach" in 45 CFR 164.402.
 - (b) **Business Associate.** "Business Associate" shall mean St. John Providence Ascension.
 - (c) **CFR.** "CFR" shall mean Code of Federal Regulations.
 - (d) **Covered Electronic Transactions.** "Covered Electronic Transactions" shall have the meaning given the term "transaction" in 45 CFR §160.103.
 - (e) **Covered Entity.** "Covered Entity" shall mean the County of Livingston.

- (f) **Designated Record Set.** “Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.
- (g) **Electronic Health Record.** “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- (h) **Electronic Protected Health Information (EPHI).** “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103.
- (i) **HHS.** “HHS” means the U.S. Department of Health and Human Services.
- (j) **Individual.** “Individual” means the person who is the subject of the Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (k) **Minimum Necessary.** “Minimum Necessary” shall have the meaning set out in 45 CFR § 164.502(b).
- (l) **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
- (m) **Protected Health Information (PHI).** “Protected Health Information” or “PHI” shall mean individually identifiable health information as set forth in 45 CFR 160.103, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
- (n) **Required By Law.** “Required By Law” shall mean a mandate contained in law that compels the Covered Entity to make a use or disclosure of protected health information and that is enforceable in a court of law and as further defined in 45 CFR 164.103, et seq.
- (o) **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (p) **Security Incident.** “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.
- (q) **Security Rule.** “Security Rule” means the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.
- (r) **Standard Transactions.** “Standard Transactions” shall have the meaning set out in 45 CFR § 162.103.
- (s) **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the meaning given the term “unsecured protected health information” in 45 CFR §164.402.

2. **SCOPE OF SERVICES:** Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Subcontract entered into between the County for the Covered Entity and the Business Associate. The services to be provided by the Business Associate are more fully set forth in the attached Exhibit A Scope of Services, which is incorporated by reference into this Agreement.

The Business Associate by entry into this Agreement acknowledges that it is obligated to independently comply with the Privacy Rule, Security Rule and rules pertaining to breach notification and that it may be directly liable to the Federal Government for fines and other sanctions imposed by HHS for non-compliance.

3. **PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION:** Except as otherwise limited by this Agreement, the Business Associate may:

- (a) Business Associate is permitted to create, request, use and disclose the Minimum Necessary Protected Health Information on Covered Entity's behalf, and to use and to disclose the Minimum Necessary Protected Health Information to perform functions, activities or services for or on behalf of Covered Entity as specified in this Agreement provided such use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity. The Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the definition of the term set forth in 45 CFR 164.502(b).
- (b) Business Associate may use the Minimum Necessary Protected Health Information for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that the Business Associate represents to the Covered Entity in writing that (i) the disclosures are required by law, or (ii) the Business Associate obtains reasonable written assurances from the third party to whom the information is disclosed regarding its confidential handling of such Protected Health Information, as required under 45 CFR 164.504(e)(4), that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party shall promptly notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Upon receipt of such notice of breach the Business Associate shall promptly notify the Covered Entity.
- (c) The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

- (d) In the event the Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate shall provide access to such Protected Health Information that it maintains in a Designated Record Set to the Individual to whom the Protected Health Information relates in accordance with 45 CFR 164.524. Furthermore, at the request of the Covered Entity, the Business Associate shall make amendments to Protected Health Information that it maintains in a Designated Record Set as directed by the Covered Entity and to incorporate any amendments to Protected Health Information in accordance with 45 CFR 164.526.
- (e) The Business Associate will neither use nor disclose the Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by the Covered Entity or as required by law. This Agreement does not authorize the Business Associate to use or disclose the Covered Entity's Protected Information in a manner that will violate the Privacy Rule or Security Rule if done by the Covered Entity.
- (f) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

4. RESPONSIBILITIES OF THE BUSINESS ASSOCIATE WITH REGARD TO PROTECTED HEALTH INFORMATION: With regard to its use and/or disclosure of Protected Health Information, the Business Associate agrees to the following:

- (a) Business Associate understands that it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to the Covered Entity.
- (b) Business Associate agrees to take all actions necessary to comply with the HIPAA Privacy and Security Rules, including, but not limited to, appointing a HIPAA privacy officer and a HIPAA security officer.
- (c) Business Associate shall establish written policies and procedures to ensure compliance with the Privacy and Security Rules. Business Associate shall train its workforce regarding the Privacy and Security Rules.
- (d) Business Associate shall enter into business associate agreements with its subcontractors that perform functions relating to Business Associate's Subcontract with the Covered Entity involving PHI, and Business Associate shall conduct a security risk analysis.
- (e) Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- (f) Business Associate shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided by this Agreement.

- (g) Business Associate shall implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity as required by the Security Rule. The safeguards shall include, but not limited to, physical, administrative and technical safeguards such as locking cabinets or rooms where PHI is housed, using computer passwords or other security measures to prevent unauthorized access to PHI in electronic format; providing encryption or comparable protection for electronic PHI at rest and in motion, implementing policies and procedures describing authorized access and use for the Business Associate's workforce; and human resources policies and procedures to enforce these rules.
- (h) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (i) Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware in a timely manner.
- (j) In addition, Business Associate agrees to the following:
 - (1) If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within five (5) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured PHI has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.
 - (2) Business Associate shall coordinate with the Covered Entity to (a) investigate the breach event, (b) inform all affected individuals, and (c) mitigate the breach. Business Associate shall be responsible for any and all costs associated with responding to and mitigating breaches, including but not limited to investigation costs, mailing costs, call center costs, personnel costs, attorneys' fees and other related expenses or costs associated with compliance with the breach notification requirements in 45 CFR Part 164, Subpart D. the Business

Associate shall provide the Covered Entity with the following information for each breach in accordance with 45 CFR 164.404:

- (i) A description of what occurred with respect to the breach, including, to the extent known, the date of the breach and the date in which the breach was discovered.
 - (ii) A description of the types of unsecured PHI that were disclosed during the breach; and
 - (iii) All other information required by the Covered Entity in order to fulfill its obligations under 45 CFR Part 164, Subpart D.
- (3) Business Associate shall maintain a log of breaches of unsecured PHI and shall submit the log to the Covered Entity within fifteen (15) calendar days following the end of each calendar year so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408.
- (k) Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate pursuant to its Subcontract with Ingham County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect electronic PHI.
 - (l) Business Associate shall provide reasonable access, at the written request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
 - (m) Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526 at the written request of Covered Entity or an Individual.
 - (n) Following receipt of a written request by Covered Entity, Business Associate agrees to make internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the Privacy Rule and/or Security Rule.
 - (o) Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required

for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

- (p) Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with the Subcontract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (q) Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity or Business Associate obtain from the Individual, in accordance with 45 CFR 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual.
- (r) The Business Associate agrees to make internal practices, books, records, including policies and procedures, and agreements relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, and/or the Secretary, in a time and manner designated by the Covered Entity, or the Secretary, for purposes of the Covered Entity or Secretary determining the Business Associate's compliance with the Privacy Rule and/or the Security Rule or to allow the Covered Entity to monitor compliance with this Agreement.
- (s) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate or an agent or subcontractor of the Business Associate in violation of the requirements of this Agreement.
- (t) Subject to Section 11 below, the Business Associate agrees to return to the Covered Entity, or destroy, the Protected Health Information in its possession, within thirty (30) days of the termination of this Agreement, and retain no hard or electronic copies, including the destruction of all backup tapes, if applicable.
- (u) Business Associate shall within five (5) business days after the Covered Entity's request, to make available to the Covered Entity or, at the Covered Entity's direction, to the Individual (or the Individual's personal representative) for inspection and obtaining copies, any Protected Health Information about the Individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR 164.524.

- (v) Business Associate shall, upon receipt of notice from the Covered Entity, promptly amend or permit the Covered Entity access to amend any applicable portion of the Protected Health Information under 45 CFR 164.526.

5. DISCLOSURE ACCOUNTING.

- (a) **Disclosure Tracking.** Business Associate will record information concerning each disclosure of Protected Health Information that Business Associate makes to Covered Entity or a third party. The information which the Business Associate shall record for each accountable disclosure shall include (1) the disclosure date, (2) the name and (if known) address of the person or entity to which the disclosure was made, (3) a brief description of the Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure. 45 CFR 164.528(b).
- (b) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures made by Business Associate to the same person or entity (including the Covered Entity) for a single purpose, Business Associate shall record the disclosure either as set forth above or it may provide (i) the disclosure information for the first of these repetitive disclosures; (ii) the frequency, periodicity or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Business Associate will make this disclosure information available to Covered Entity within five (5) business days after Covered Entity's request. 45 CFR 164.528(b).
- (c) **Disclosure Tracking Time Periods.** Business Associate must have available for Covered Entity the disclosure information required by this Agreement's Section 5(a) for the six (6) years preceding Covered Entity's request for the disclosure information. 45 CFR 164.528(b).

6. RESTRICTION REQUESTS; CONFIDENTIAL COMMUNICATIONS. Individuals, pursuant to 45 CFR § 164.522 (a), may request that uses or disclosures of their Protected Health Information, be restricted to: (i) uses or disclosures of Protected Health Information about the individual to carry out treatment, payment, or health care operations; and (ii) disclosures permitted under 45 CFR § 164.510 (b). Individuals also, pursuant to 45 CFR § 164.522 (b), may make reasonable requests to covered health care providers and/or health plans to receive communications of Protected Health Information from such providers or health plans by alternative means or at alternative locations. The Business Associate shall comply with such requests to the extent that: (i) they are permitted by 45 CFR § 164.522, (ii) have been agreed to by the Covered Entity; and (iii) the Business Associate has been made aware of the request.

7. INSPECTION OF BOOKS AND RECORDS. Business Associate will make its internal practices, books and records, relating to its use and disclosure of Public Health Information available to Covered Entity and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Agreement.

8. **RESPONSIBILITIES OF THE COVERED ENTITY WITH REGARD TO PROTECTED HEALTH INFORMATION:** With regard to the use and/or disclosure of Protected Health Information by the Business Associate, the Covered Entity hereby agrees:
- (a) To provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any limitations to such notice, to the extent that such limitations may affect the Business Associate's use or disclosure of Protected Health Information.
 - (b) To provide the Business Associate with any changes in, or revocation of, or consent by an individual to use or disclose Protected Health Information, if such changes affect the Business Associate's permitted or required uses and disclosures. (45 CFR 164.506 and 164.508)
 - (c) To notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Insurance.
9. **PERMISSIBLE REQUESTS BY COVERED ENTITY:** The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by the Covered Entity.
10. **SECURITY INCIDENT.** If Business Associate becomes aware of any Security Incident, Business Associate shall report the same in writing to Covered Entity as provided below. Business Associate agrees to mitigate, to the extent practicable, any harmful effect resulting from such Security Incident.
- (a) Business Associate certifies that there are a significant number of meaningless attempts to, without authorization, access, use, disclose, modify or destroy Protected Health Information such that to report each such unsuccessful incident separately would be impractical. Because there is no significant benefit for data security gained from required reporting each such unsuccessful intrusion attempt and the cost of reporting such unsuccessful attempts as they occur far outweighs any potential benefit gained from reporting them, Covered Entity and Business Associate agree that this Agreement shall constitute Business Associate's notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 CFR Part 164 and that no further notice or report of such unsuccessful attempts will be required.
 - (b) Business Associate shall, however, separately report to Covered Entity any successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Protected Health Information of which Business Associate becomes aware or, by exercising reasonable diligence, would have been known to the Business Associate, if such security incident either (i) results in

a breach of confidentiality; (ii) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Covered Entity's Protected Health Information; or (iii) results in a breach of availability of Protected Health Information, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within five (5) calendar days after Business Associate becomes aware or, by exercising reasonable diligence, would have been known to the Business Associate, of the impact of such Security Incident upon Covered Entity's Protected Health Information.

11. TERM AND TERMINATION:

- (a) Term. The term of this Agreement shall be effective as of _____, 2018, and shall continue as long as the Subcontract remains in effect. This Agreement shall terminate when the Subcontract terminates. When this Agreement terminates, all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, shall be destroyed or returned to the Covered Entity. If it is infeasible to return or destroy Protected Health Information, protections shall be extended by the Business Associate to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause.
 - (i) If the Covered Entity determines that there has been a material breach of this Agreement by the Business Associate, the Covered Entity may immediately terminate this Agreement and the Subcontract.
 - (ii) The Covered Entity may provide an opportunity for the Business Associate to cure the breach or end the violation to the satisfaction of the Covered Entity within ten (10) days upon written notice of the existence of the alleged breach. In the event the Business Associate does not cure the breach or end the violation within the set time, the Covered Entity shall terminate this Agreement and the Subcontract; or
 - (iii) If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (i) Except as provided in paragraph (b) of this Section, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the

Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

- (ii) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible whether from itself or from an agent or subcontractor, the Business Associate shall provide to the Covered Entity written notification of the specific reasons that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- (iii) The Business Associate's obligations to protect the privacy and safeguard the security of the Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive the termination or other conclusion of this Agreement.

12. **INTERPRETATION:** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule and Security Rule.

13. **NONDISCRIMINATION:** The Business Associate, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. The Business Associate shall include the language of this assurance in all subcontracts for services covered by this Agreement.

Breach of any provisions of this section shall be regarded as a material breach of this Agreement.

14. **COMPLIANCE WITH THE LAW:** The Business Associate shall provide all services in complete compliance with HIPAA, as amended, and all other applicable Federal, State and local laws, ordinances, rules and regulations. The Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.

15. **INDEPENDENT CONTRACTOR:** It is expressly understood and agreed that the Business Associate is an independent contractor. The Business Associate, its officers, employees, or agents shall in no way be deemed to be and shall not hold themselves out as employees or agents of either the Covered Entity or the County and shall not be entitled to fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave or longevity.

16. **INDEMNIFICATION AND HOLD HARMLESS:** The Business Associate shall, at its own expense, protect, defend, indemnify, save and hold harmless the Covered Entity, the County, the County’s elected and appointed officers, employees, servants and agents from all claims, damages, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any breach of this Agreement by the Business Associate, its officers, employees, affiliates, subcontractors or agents that may arise out of their breach of any of the terms of this Agreement or violation of HIPAA, as amended, federal rules and regulations promulgated pursuant thereto, and any other applicable federal, or State of Michigan laws or regulations.

The Business Associates indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Covered Entity, the County, and the County’s elected and appointed officers, employees and agents by the insurance coverage obtained and/or maintained by the Business Associate.

17. **LIABILITY INSURANCE:** The Business Associate shall be responsible for obtaining and maintaining liability insurance required in the Subcontract between the County and Business Associate.
18. **CHOICE OF LAW:** This Agreement shall be governed by and interpreted in accordance with HIPAA, and HITECH Act, as amended, the regulations promulgated pursuant, and the laws of the State of Michigan, not including, however, the rules relating to choice or conflict of laws.
19. **NOTICES:** Any notices to be given hereunder to a Party shall be made via certified mail or express courier to such Party’s address given below:

If to Covered Entity to:

Jennifer Palmbo
Human Resources/Labor Relations Director
304 East Grand River Avenue
Howell, MI 48843
(517) 540-8790
jpalmbo@livgov.com

If to Business Associate to:

[Redacted area consisting of four horizontal yellow bars]

Either party may change the name and address of who shall receive notices on its behalf by sending the other party written notice of the change.

20. **WAIVERS:** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
21. **MODIFICATION OF AGREEMENT:** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
22. **SUCCESSOR AND ASSIGNS:** This Agreement will inure to the benefit of and be binding upon the successors and assigns of the Covered Entity and Business Associate. However, this Agreement is not assignable by any party without prior written consent of the other party.
23. **SECTION TITLES:** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
24. **COMPLETE AGREEMENT:** This Agreement, the Subcontract and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
25. **SURVIVAL CLAUSE:** All rights, duties, and responsibilities of either the Covered Entity or Business Associate that either expressly or by their nature, extend into the future, including but not limited to retention of and access to records, responsibilities on termination as set forth in Section 11, and indemnification as set forth in Section 16, shall extend beyond the end of the term or termination of this Agreement.
26. **INVALID/UNENFORCEABLE PROVISIONS:** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement and the Subcontract shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
27. **NON-BENEFICIARY CONTRACT:** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Agreement.
28. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT:** The people signing this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by said party.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS BUSINESS ASSOCIATE AGREEMENT IN THE SPACES PROVIDED BELOW.

**FOR COVERED ENTITY
COUNTY OF LIVINGSTON**

FOR BUSINESS ASSOCIATE

By: _____
Donald S. Parker, Chairman
County Board of Commissioners

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: MATTIS D. NORDEFJORD
On:

RESOLUTION

NO: 2018-03-047

LIVINGSTON COUNTY

DATE: March 5, 2018

Resolution Approving a Three Year Extension of the Employment Agreement with Kenneth Hinton for County Administrator

WHEREAS, on April 27, 2015, the Board of Commissioners approved Resolution 2015-04-105, appointing Kenneth Hinton to the position of County Administrator and approving the employment agreement with Mr. Hinton; and

WHEREAS, the term of the employment agreement was for three (3) years commencing June 1, 2015 and continuing until May 31, 2018; and

WHEREAS, the Board of Commissioners wishes to extend this employment agreement for another three (3) year term, commencing June 1, 2018 and continuing until May 31, 2021; and

WHEREAS, the approval of the employment agreement by Mr. Hinton and the Board of Commissioners is the final action needed to execute this agreement.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the extension of the employment agreement with Kenneth Hinton for the position of County Administrator for another three (3) year term, commencing June 1, 2018 and continuing until May 31, 2021.

BE IT FURTHER RESOLVED that the Chair of the Board of Commissioners is authorized to sign the employment agreement upon review and approval by civil counsel.

#

MOVED:

SECONDED:

CARRIED:

**LIVINGSTON COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is entered into this ____ day of March, 2018, by and between County of Livingston, a municipal corporation and political subdivision of the State of Michigan with administrative offices at 304 E. Grand River, Suite 202, Howell, Michigan 48843, acting through the Livingston County Board of Commissioners ("Board"), and Kenneth Hinton ("Employee").

W I T N E S S E T H:

WHEREAS, the Board requires the services of a qualified person to serve as the Livingston County Administrator; and

WHEREAS, the Employee desires to provide such services and is qualified to perform the same.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** between the parties as follows:

1. **Employment.** The Employee shall be employed as the County Administrator of Livingston County ("County"), upon the terms and conditions hereinafter set forth. It is expressly understood and agreed by the Board and the Employee that the Employee shall be an "at-will" employee of the Board. Either the Employee or the Board may terminate this agreement with or without cause as provided hereunder.

2. **Duties.**

- A. The Employee shall perform such duties and responsibilities as required and directed by the Board and in accordance with the laws of the State of Michigan, and shall perform such other duties and functions as may be required. The Employee agrees that at all times he will faithfully and to the best of his ability, experience and talents perform all the duties that may be required of him. The Employee shall report to the Board and such specific commissioners as may be designated by the Board from time to time in its discretion.
- B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs.
- C. While employed under this Contract, the Employee shall abide by, enforce, and comply with the policies and governance directives of the Employer.

- D. The Employee agrees to represent the Employer and its essential interests at appropriate meetings and by means of correspondence as authorized by policy or directives of the Employer.
- E. Work Hours. It is understood and agreed by the parties that in order to perform the expectations of the Employer under this contract the Employee shall devote (1) whatever time and attention is necessary and (2) that the endeavor shall require at a minimum the full time effort of at least forty (40) hours per week toward the discharge of the Employee duties and responsibilities set forth in this Contract.

3. **Term**. The term of this Agreement shall be for a 3 year period commencing on the June 1, 2018, and continuing until May 31, 2021, unless terminated by either the Board or Employee, with or without cause, pursuant to the termination provisions of this Agreement. Each party will provide at least sixty (60) calendar days prior written notice to the other party, provided there are at least sixty (60) calendar days remaining before the contract expiration of May 31, 2021. The Board may waive the Employee's notice requirement. Such notice shall not be required if the Employee is terminated by the Board for "cause" as defined below.

4. **Termination**.

- A. The Employee's employment contract may be terminated with or without cause by a majority vote of the total number of the County's Board at a meeting held in compliance with the Open Meetings Act.
- B. Without Cause:
 - 1. Severance Salary and Healthcare Continuation. In the event that the Employee's employment is terminated without cause pursuant to this provision, the Employer shall pay the Employee his biweekly salary and health insurance benefits for a maximum period of ninety (90) calendar days from the Employee's last date of active employment, subject to normal withholdings, so long as there are at least ninety (90) days or more remaining in this Agreement. In the event there is less than ninety (90) days remaining in the term of this Agreement, the Employer shall pay the Employee his biweekly salary and health insurance benefits for the balance of the term of the Agreement.
 - 2. To receive severance benefits, Employee will be required to execute a general release form to be determined by the Board.
- C. With Cause:
 - 1. For the purposes of this agreement "cause" includes, but is not limited to:
 - a. Conviction of or pleading guilty or no contest to a felony;
 - b. Embezzlement;

- c. Dishonesty;
- d. Theft;
- e. Misappropriation of funds;
- f. Incompetence or neglect of duty;
- g. Reporting to work or working in an intoxicated condition;
- h. Illegal activity on the County's premises during work or non-work hours;
- i. Unauthorized use of Employer's property, equipment or facilities;
- j. Falsification or unauthorized alteration of Employer's documents or records;
- k. Improper use of leave time including falsification of information to secure leave time;
- l. A pattern or failure to work cooperatively with community service agencies or courts;
- m. Insubordination;
- n. Sexual harassment of employees or third-parties; or
- o. Any other material breach of the Employee's obligations under this Agreement.

2. Any termination for cause shall be effective immediately, and the Employee's compensation shall be terminated immediately. The Employee shall not be entitled any severance benefit in the case of a for cause termination.

5. Return of Property. Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Board, which the Employee may possess or control, and shall sign a statement verifying return of such property.

6. Compensation.

A. The Board shall pay, and the Employee shall receive, an annual salary of \$145,663.00 (Step 7 on the salary schedule attached as "**Exhibit A**") effective at the beginning of the term of this agreement, in accordance with County policy to be paid in bi-weekly installment payments, for services rendered pursuant to this Agreement. The annual salary will be increased according to County policy pursuant to the salary schedule (see Exhibit A). It is agreed between the parties that the Employee is exempt from the overtime provisions of the Federal Fair Labor Standards Act and that the Employee shall not be entitled to and shall not receive overtime compensation. In the event of termination of employment, the Employee's salary shall be pro-rated to the effective date of termination.

- B. The Board may further increase the salary and/or other benefits of the Employee in such amounts and to the extent as the Board, in its sole discretion, may desire.

7. **Fringe Benefits.** Effective upon eligibility, the Employee shall be entitled to the following fringe benefits as provided by the Board to its other Employees (current benefit summary attached for reference as “**Exhibit B**”):

- A. Health Insurance (including life insurance; hospital, surgical and medical care expense benefits; disability insurance and dental insurance).
- B. Retirement Benefits under the County's MERS of Michigan Hybrid Pension Program for full-time employees.

The Employee shall receive 15 vacation days per each year of the contract, accrued at the beginning of each employment anniversary year, and personal, sick and holiday leave as provided to all full-time County employees, in accordance with established Board policy.

8. **Professional Development.** The Employee may attend, with prior Board approval, professional meetings at the local, state and national level, the reasonable expenses of such attendance to be paid by the Board. The Board agrees, within budget limitations, and subject to the Board's approval, to pay for the professional dues and subscriptions of the Employee necessary for the Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the County.

9. **Mileage Reimbursement.** The Employee shall be reimbursed for motor vehicle mileage incurred in the course of County business at a rate per mile as established by the Board when the Employee must drive his own vehicle. Mileage reimbursement is meant to cover only those miles incurred above and beyond the employee's normal commute to his normal place of business. When possible, the use of a County owned vehicle is encouraged.

10. **Non-Discrimination.** The Employee, as required by law, shall not discriminate against any person seeking services from the County or against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, height, weight, marital status, religion, national origin, age, or sex. Breach of this covenant may be regarded as a material breach of this Agreement.

11. **Outside Employment.** The Employee shall not engage in any employment or business outside of this Agreement, except when approved in advance by the Board and under the following circumstances:

- A. The Employee, while engaging in outside or supplemental employment shall:
 - 1. Not use the County's facilities as a source of referral for private customers or clients.
 - 2. Not be engaged in outside employment during the Employee's regular working hours.
 - 3. Not use the name of the County or its members as a credential in advertising or soliciting customers or clients.
 - 4. Not use the County's supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
 - 5. Maintain a clear separation of outside or supplemental employment from activities performed for the County.
 - 6. Not cause any conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employee's duties.

- B. The Board and County shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

12. Compliance with the Law. The Employee shall perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

13. Complete Agreement. This Agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is understood and agreed that this Agreement shall supersede and take precedence over any other document, handbook, benefit plan or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently or subsequent to the execution of this Agreement, unless such other document, handbook, plan or material is made expressly applicable to the Employee by this Agreement or by formal action of the Board. It is further understood that no Board personnel has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by a formal action of the Board.

14. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the Employer, or the Employer is made a party thereof, the parties acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

15. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

16. **Assignment or Subcontracting.** The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

17. **Modification of Agreement.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

18. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

19. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

20. **Certification.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

BY:

DONALD S. PARKER - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: _____

EMPLOYEE

BY:

KENNETH HINTON

Dated:

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: **MATTIS D. NORDFJORD**
On: February 16, 2018

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Benefits

Health

Our benefits begin first of the month following your date of hire. You will have 30 days from your date of hire to complete your enrollment through our online portal. All of our Medical plans are administered through Blue Cross Blue Shield of Michigan (BCBS). We do offer an opt-out payment if you choose not to enroll into our Medical Plan, its \$1,800 annually paid per paycheck of \$69.23. Please refer to our Benefit Guide for more details regarding these individual plans. Click here for our [Benefit Guides](#)

Medical

	EE PER PAY
PPO 4	
Single	\$ 49.91
2 Person	\$ 119.78
2 Person Spouse	\$ 129.78
Family	\$ 149.73
Family w/ spouse	\$ 159.73
PPO 6	
Single	\$ 69.57
2 Person	\$ 166.97
2 Person Spouse	\$ 176.97
Family	\$ 208.71
Family w/ spouse	\$ 218.71
HDHP	
Single	\$ 0.00
2 Person	\$ 0.00
2 Person Spouse	\$ 0.00
Family	\$ 0.00
Family w/ spouse	\$ 0.00

Dental

Dental Rates	Per Pay
Single	\$ 3.42
Two-Person	\$ 6.83
Family	\$ 11.96

Vision

Vision Rates	Per Pay
Single	\$ 3.42
Two-Person	\$ 6.49
Family	\$ 9.54

Health & Dependent Care Flexible Spending Account's

We offer a both a Health Flexible Spending account and a Dependent care reimbursement account. Our Health Flexible spending account has a 2018 limit of \$2,650 with a \$500 roll-over option into 2018. The Dependent Care Reimbursement account has a 2018 limit of \$5,000. For more details about our two accounts, please look at our Benefits Guide. Click here for our [Benefit Guide](#)

Health Savings and Limited Purpose Flexible Spending Account's

We offer a both a Health Savings account and Limited Purpose Flexible Spending. Our Health Savings account has a 2018 limit of \$3,450 single/\$6,900 family. The Limited Purpose Flexible Spending account has a 2018 limit of \$2,650 with a \$500 roll-over option into 2019 and can only be used for dental and vision expenses. For more details about our two accounts, please look at our Benefits Guide. Click here for our [Benefit Guide](#)

Pension

Our Pension program is through MERS of Michigan. As a new hire you would be eligible for our Hybrid Pension Program. It's a combination of a Defined Contribution (DC) and a Defined Benefit (DB). The Defined Benefit side has a 6 year vesting and a multiplier of 1.25%. The Defined Contribution side has an option of an employee deferral of 1, 2 or 3% (*Which is a one-time election, and can never be changed*). We will match on the 2 and 3% even (if you put in 2% we will match 2%, 3% we will match 3%) This also has a 6 year vesting on the employer side. For more information about the Hybrid plan visit www.mersofmich.com.

457 Retirement Plans

We also have voluntary 457 accounts available as well; there is no employer match on those plans. A 457 is a way to save more in your retirement account on a tax free basis. These plans follow all of the regular IRS regulations as far as limits etc. For 2018 the plan limit is \$18,000. Both plans also have an after tax Roth option associated with the plans.

Wellness

We offer a wellness reimbursement program through the County. Our goal for our wellness program is to be able to provide our employees a program that will work with the Michigan Health and Wellness 4X4 plan which advocates preventing and managing chronic disease through healthy behaviors and knowing the four key health measures:

- Body Mass Index (BMI)
- Blood Pressure
- Blood Glucose Level
- Cholesterol Level

These items can be addressed through prevention activities, promoting healthy behaviors and activities and have everyone become aware of their four key health measures.

With this we do offer annually a \$500 (Pro-rated based on Date of hire) wellness reimbursement (which is taxable) to go towards things that will get you out, active and moving.

January 1st through May 31st you can also be eligible for \$100 (*which is taxable*) for going and getting your annual physical and completing an online assessment through BCBS. (*Only applicable January through May 31st each year*)

For more information about this program, please click on this link to our website! *Click here for our [Wellness Reimbursement Program](#)*

Vacation/Sick Time

We offer both sick and vacation banks; Vacation is accrued at 3.70 hours per paycheck and available after 6 months of services. 6 days of sick time is dropped into your sick bank January 1st of each year (*this amount is pro-rated based on date of hire*).

Holidays

We have 13 paid Holidays throughout the year. *Please see employee handbook for specific days.*

Payroll

We are paid on a Bi-weekly basis, and paid on Thursdays of each pay week (*unless the scheduled day falls on a holiday*). We do require that all of our employee's sign up for Direct Deposit, your first check will be a paper check, then once approved by your bank will be direct deposited.

Employee Handbook

We also encourage you to look at our Employee Handbook which is located online at our Livgov.com website. *Click here for our [Employee Handbook](#)*

For more information about our benefits, please contact our Benefits Specialist, Barb Ritchie at (517) 540-8793 or by email at britchie@livgov.com

1/1/2018 County Administrator Salary Scale

1	2	3	4	5	6	7	8	9
\$ 118,909	\$ 123,367	\$ 127,827	\$ 132,286	\$ 136,745	\$ 141,204	\$ 145,663	\$ 150,122	\$ 154,582