

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE
REVISED AGENDA

March 18, 2019

7:30 PM

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

1. CALL MEETING TO ORDER

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: February 19, 2019.

3. APPROVAL OF AGENDA

4. REPORTS

4.1 Phase II / MS4 Permitting Update No. 2

Brian Jonckheere, Drain Commissioner

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

6.1 Administration

Resolution Authorizing Temporary Access to County Property for the Purpose of Groundwater Monitoring Activities

6.2 Sheriff

Resolution to Approve a Contract Extension with the Township of Tyrone for Law Enforcement Services

6.3 Emergency Management

Resolution to Approve Funding for the Purchase of Mobile Data Computers for Law Enforcement Utilizing FY 17 Homeland Security Grants Program Funds over \$25,000 Dollars

7. CALL TO THE PUBLIC

8. ADJOURNMENT

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

MEETING MINUTES

February 19, 2019

7:30 PM

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

Members Present:

Kate Lawrence , D. Dolan , Douglas G. Helzerman

Members Absent:

Carol S. Griffith

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner Kate Lawrence at 7:30 pm.

2. APPROVAL OF MINUTES

Minutes of Meeting dated: January 22, 2019

Moved By D. Dolan

Seconded By Douglas G. Helzerman

Yes (3): Kate Lawrence , D. Dolan , and Douglas G. Helzerman

Absent (1): Carol S. Griffith

Motion Carried (3-0-1)

3. APPROVAL OF AGENDA

Moved By Douglas G. Helzerman

Seconded By D. Dolan

Yes (3): Kate Lawrence , D. Dolan , and Douglas G. Helzerman

Absent (1): Carol S. Griffith

Motion Carried (3-0-1)

4. REPORTS

None.

5. CALL TO THE PUBLIC

Therese Cremonte, Emergency Manager, introduced new Emergency Management Planner, Kristi Wahoski, to the Committee.

6. RESOLUTIONS FOR CONSIDERATION

6.1 Emergency Management

Resolution Authorizing Livingston County to Participate in the 2019 Statewide Tornado Drill

Therese Cremonte, Emergency Manager, explained the need for First Responder participation and answered Member questions.

Moved By D. Dolan

Seconded By Douglas G. Helzerman

Yes (3): Kate Lawrence , D. Dolan , and Douglas G. Helzerman

Absent (1): Carol S. Griffith

Motion Carried (3-0-1)

6.2 Prosecutor

Resolution to Authorize the Fiscal Year 2019 Grant for Crime Victim Rights and a Supplemental Appropriation

Prosecuting Attorney, Bill Vaillencourt, advised the Committee that the State studied the Crime Victim Rights allocation, realized that it was not being funded appropriately and revised the way funds are distributed.

Moved By Douglas G. Helzerman

Seconded By D. Dolan

Yes (3): Kate Lawrence , D. Dolan , and Douglas G. Helzerman

Absent (1): Carol S. Griffith

Motion Carried (3-0-1)

6.3 Sheriff

Resolution Authorizing an Increase in Hours for the Jail Educator Position and a Supplemental Appropriation to the Commissary Fund

Lt. Dan Adas presented the Resolution to the Committee.

Moved By D. Dolan

Seconded By Douglas G. Helzerman

Yes (3): Kate Lawrence , D. Dolan , and Douglas G. Helzerman

Absent (1): Carol S. Griffith

Motion Carried (3-0-1)

7. CALL TO THE PUBLIC

None.

8. ADJOURNMENT

Meeting Adjourned at 7:46 pm.

Moved By Douglas G. Helzerman

Seconded By D. Dolan

Yes (3): Kate Lawrence , D. Dolan , and Douglas G. Helzerman

Absent (1): Carol S. Griffith

Motion Carried (3-0-1)

Respectfully submitted by:

Carol Sue Jonckheere,
Recording Secretary

Memo

To: Livingston County Infrastructure and Development Committee

From: Brian Jonckheere, Livingston County Drain Commissioner

Date: March 13, 2019

Re: Phase II / MS4 Permitting Update No. 2

Please accept this as an update to the communication submitted to you for the October committee meeting. I wanted to provide a status report on what has transpired since that time. Since committee membership has changed since last year, I'll begin with a brief introduction to this issue. It has to do with the proposed Municipal Separate Storm Sewer System (MS4) permits issued under the National Pollutant Discharge Elimination System (NPDES), administered by the Michigan Department of Environmental Quality (MDEQ) on behalf of the United States Environmental Protection Agency (EPA).

This is important since it involves the Clean Water Act, which is a powerful statute affecting virtually all activities negatively impacting surface waters defined as Waters of the United States (WOTUS). WOTUS has been the subject of much controversy as of late due to changes initiated by President Obama, and later rescinded by President Trump with regard to the definition of WOTUS and how they are regulated. The rules, while later reinstated by a federal district judge, are now undergoing public comment in an attempt to bring the initially proposed Trump definition back as the official definition. The debate over the WOTUS rules will likely drag on for years.

What is Phase II: Phase II of the NPDES MS4 permitting program is the next step in the national regulation of discharges to the surface Waters of the State. While Phase I was initiated in response to the extreme pollution seen from industrial discharges and municipal wastewater system discharges in the 1960s, Phase II regulates storm water discharges under the authority of municipal entities within "urbanized areas" throughout the country. The County is subject to the provisions of Phase II since county properties include storm water infrastructure. In 2003, the Phase II MS4 permit was issued to the County, and the Board of Commissioners elected to designate my office with the responsibility of fulfilling the County's permit obligations. We applied for a new permit in 2013 but currently are still working under the 2003 permit.

At Issue: The MDEQ, while initially indicating that a schedule for revising and adopting our storm water design standards would be defined in our next permit, has now stated that the updated standards must be approved by MDEQ before they will issue a new permit. They also indicated that they would initiate enforcement action if "approvable standards" pursuant to Part 21 of the Natural Resources and Environmental Protection Act, Rule 323.2161(a) were not provided to the MDEQ by April 1, 2019. Since that time the MDEQ has verbally indicated that they will be extending the deadline to May 1, 2019. However, nothing in writing has been received confirming a deadline extension past April 1, 2019. Below is an outline of the permitting timeline:

Permitting history:

- Original permit: Effective 2003
- Permits are on a 5-year renewal rotation, but based on legal challenges by townships and other municipalities, the DEQ withdrew their proposed 2008 permit.
- Our office submitted a new permit application, as required, on 5/13/2013 for the new permit cycle
- First official comments were received over two years later on 7/13/2015
- Our office has submitted follow-up submittals on two other occasions with DEQ responses taking up to seven months to receive.
- The MDEQ indicated in their original comments on the permit application that the new permit will include a timeline for development of revised storm water design standards. Specifically, their comments referenced a “proposed compliance schedule [for updating standards] to be included in the permit.” In fall 2018, the MDEQ changed their position on this and now requires the storm water design standards to be approved prior to permit issuance. In an email dated September 18, 2018, they set a draft due date of December 1, 2018, with final approval by April 1, 2019.
- Within the last few months, the MDEQ expressed verbally that they want to public notice the draft standards and permits in June 2019 and issue permits by September 2019.
- The MDEQ has verbally indicated that they may not reimburse, as part of our SAW grant, any fees expended for the development of storm water design standards until those standards are approved by the MDEQ.
- At a recent meeting with the MDEQ, we were told that they will be extending the deadline to May 1, 2019.

Short-term objectives: Continuing a process that began in early 2018, we are moving forward in a collaborative approach with Oakland, Macomb, and Wayne counties. Concurrent with that effort, we have held meetings with stakeholders in local government, the Home Builders Association, Developers and local Engineering firms. With a concerted effort, it is possible to complete a submission which in our opinion meets the EPA rule by May 1.

However..... MDEQ is insisting on adoption of certain requirements for storm water control, and also dictating the methodology required when sizing part of the storm water components for new developments. This heavy-handed approach is inappropriate for most southeastern Michigan soils, severely complicates the design and review of new developments, and frankly does less to reduce stream flashiness than the more simplified approach we are advocating. The southeastern Michigan group has provided technical studies and other justification for our position, but have not received a response from the MDEQ substantiating their position that our proposed standard does not meet the requirements of the EPA rule by which the permits must comply. We suspect that DEQ has managed to steamroll much of the remainder of the state into adopting their recommended procedures for compliance with the rule. Therefore, the MDEQ does not want a separate set of standards out there, regardless of how appropriate they may be.

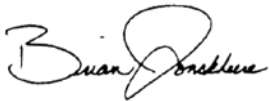
We have followed up with county legal counsel earlier this year on this matter to inform them of the issue in the event the MDEQ determines to pursue an enforcement path.

NEXT STEPS:

- Move forward with stakeholder meetings on our proposed revisions to the storm water design standards.
- Continue to work with our SE Michigan partners to hold course on storm water standards that make sense for our region.
- Submit the revised drainage standards to the MDEQ by the May 1st deadline. (The remainder of the MDEQ comments regarding the 2013 permit application have been addressed.)
- React accordingly to the comments we receive back from MDEQ on the proposed standards.

The intent of this update is to keep you apprised of this process given the wide-reaching impacts and authority under the Clean Water Act. The good news is that we should be able to complete revisions to the storm water design standards by the May 1 deadline. However, whether or not the MDEQ will consider them “approvable” may continue to be an issue. We will keep this board apprised of new developments.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Jonckheere". The signature is fluid and cursive, with the first name "Brian" and last name "Jonckheere" clearly distinguishable.

Brian Jonckheere
Livingston County Drain Commissioner

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

Resolution Authorizing an Agreement with Textron, Inc., for Temporary Access to County Property for the Purpose of Groundwater Monitoring Activities - County Administration

- WHEREAS,** in Resolution #2016-06-100, Textron, Inc., of Rhode Island, was granted access upon a part of the County's vacant West Complex for the installation and monitoring of groundwater monitoring wells, as depicted on the attached map, for a period of Two (2) years; and
- WHEREAS,** Stantec Consulting Services Inc. ("Stantec") has been retained by Textron to continue to perform certain environmental services and analysis on the Site; and
- WHEREAS,** Textron wishes to enter into another agreement with Livingston County, allowing ingress and egress to Stantec to said property for these purposes for another Two (2) year period with an additional One (1) year option to renew.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes an agreement with Textron, Inc., granting temporary access to the vacant property of the County's West Complex for the monitoring of groundwater wells as depicted on the attached map for a period of Two (2) years from the date of execution, with an addition One (1) year option to renew.

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 contract language adjustments related to the above upon review and/or preparation of Civil Counsel

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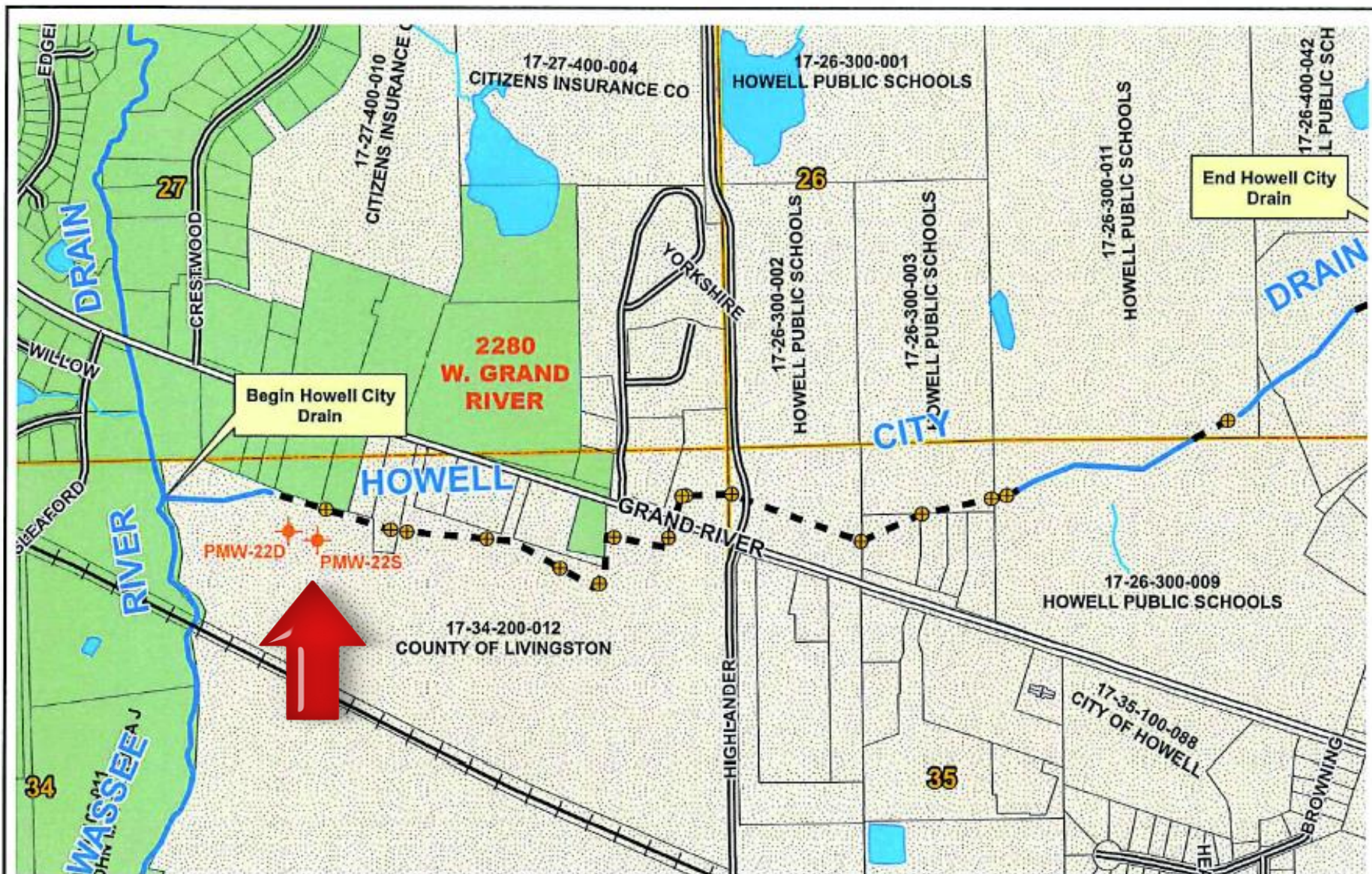
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MOVED:


SECONDED:

CARRIED:



No warranty is made by Stantec, Inc. as to the accuracy, reliability, or completeness of these data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed electronically, and may be updated without notification. Any reproduction may result in a loss of scale and/or information.



 Stantec 27280 HAGGERTY ROAD, SUITE C-11 FARMINGTON HILLS, MICHIGAN 48331 PHONE: (248) 469-5900 FAX: (248) 469-1088	FOR: TEXTRON INCORPORATED 40 WESTMINSTER ROAD PROVIDENCE, RI		PROPOSED MONITORING WELL LOCATIONS PARCEL 17-34-200-012		EXHIBIT: 1
	JOB NUMBER: 213202611	DRAWN BY: EEB	CHECKED BY: DS	APPROVED BY: DS	DATE: 4/13/15



Stantec Consulting Services Inc.
27280 Haggerty Road Suite C-11, Farmington Hills MI 48331

March 12, 2019

Ken Hinton
County Administrator
Livingston County
304 E. Grand River, Suite 202
Howell, Michigan 48843

RE: Parcel Number 17-34-200-012

Dear Mr. Hinton:

Stantec Consulting Services Inc. (Stantec), on behalf of Textron, Inc., is requesting the continued collection of groundwater samples from two monitoring wells currently located within the Livingston County property located in Howell, Michigan adjacent to and west of Highlander Road (Parcel ID# 17-34-200-012). The approximate locations of the two monitoring wells are identified on the attached map as PMW-22S and PMW-22D. As we previously discussed, Stantec is conducting an assessment of groundwater quality on the 2280 W. Grand River Avenue property. The groundwater investigation is being conducted according to Michigan Department of Environmental Quality guidelines. Volatile organic compounds (VOCs) have been detected in groundwater samples collected at the western property boundary of the 2280 W. Grand River property. The purpose of collecting groundwater samples from the two monitoring wells located within Parcel 17-34-200-012 is to assess the groundwater quality on this property.

Thank you for your consideration of this request to sample two existing monitoring wells within Parcel 17-34-200-012 in Howell, Michigan. If you have any questions, please feel free to contact me at 248-489-5900 (ext. 235).

Sincerely;
Stantec Consulting Services Inc.

A handwritten signature in blue ink that reads "Daniel Strybel".

Daniel Strybel, LPG
Project Manager
Daniel.Strybel@Stantec.com

Attachment

Cc: Jamie Schiff – Textron, Inc.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution to Approve a Contract Extension with the Township of Tyrone for Law Enforcement Services - Sheriff

WHEREAS, the Tyrone Township contract to provide Law Enforcement services will expire on March 31, 2019; and

WHEREAS, the proposed contract extension of Law Enforcement services to Tyrone Township sets an annual fee from April 1, 2019 through December 31, 2022; and

WHEREAS, Tyrone Township shall make payments in equal bi-monthly installments to Livingston County during said period; and

WHEREAS, the agreement would be for 56 hours of coverage, eight (8) hours a day, seven (7) days a week.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the contract extension as referenced above for Law Enforcement services with the Township of Tyrone to be effective April 1, 2019 through December 31, 2022 with the township to pay said amounts in accordance with the following payment schedule:

- April 1, 2019 - December 31, 2019 \$103,378 (\$48.58 per hour)
- January 1, 2020 - December 31, 2020 \$145,620 (\$49.87 per hour)
- January 1, 2021 - December 31, 2021 \$150,730 (\$51.62 per hour)
- January 1, 2022 - December 31, 2022 \$155,986 (\$53.42 per hour)

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.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY SHERIFF DEPARTMENT

150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 2-27-19

TO: Board of Commissioners

FROM: Sheriff Michael Murphy

RE: Agreement for Law Enforcement Services with Tyrone Township

Attached for your consideration and approval is a resolution for a contract extension for Law Enforcement Services between the Livingston County Sheriff Department and Tyrone Township. The extension of the agreement would be from April 1, 2019 through December 31, 2022.

The contract is a renewal of a current contract that expires March 31, 2019. We have been approached by Tyrone Township and they are agreeable to the current terms and proposed financial increases. The only things that are changing are the term of the contract and the financial compensation. The contract calls for 56 hours of dedicated Law Enforcement Services in the Township of Tyrone. The hours are determined by the Township, 7 days a week.

The financial terms are as follows:

•	April 1, 2019 - December 31, 2019	\$103,378	(\$48.58 per hour)
•	January 1, 2020 - December 31, 2020	\$145,620	(\$49.87 per hour)
•	January 1, 2021 - December 31, 2021	\$150,730	(\$51.62 per hour)
•	January 1, 2022 - December 31, 2022	\$155,986	(\$53.42 per hour)

Per County policy this reflects the true costs of the contract minus the 25% contracting incentive. The contract will continue to be staffed by existing Road Patrol personnel that are covered by the current 2019 FY approved budget.

The contract has been prepared and approved by civil counsel. Upon approval and authorization of the Board, it will be signed by the Board and the Sheriff.

If you have any further questions, feel free to document to contact me.

Sheriff Michael Murphy
Livingston County Sheriff Department

DRAFT

LAW ENFORCEMENT SERVICES AGREEMENT

BETWEEN

COUNTY OF LIVINGSTON

ON BEHALF OF

LIVINGSTON COUNTY SHERIFF

AND

TOWNSHIP OF TYRONE

[TERM: APRIL 1, 2019 TO DECEMBER 31, 2022]

AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **COUNTY OF LIVINGSTON**, State of Michigan (hereinafter referred to as the "COUNTY"), acting on behalf of the **LIVINGSTON COUNTY SHERIFF** (hereinafter referred to as the "SHERIFF"), and the **TOWNSHIP OF TYRONE** (hereinafter referred to as the "TOWNSHIP").

WITNESSETH:

WHEREAS, the TOWNSHIP desires to secure from the SHERIFF certain law enforcement services; and

WHEREAS, the COUNTY and the SHERIFF agree that the SHERIFF shall provide the TOWNSHIP with the services outlined below and as provided for by Public Act 1945, No. 246, as amended, set forth in MCL 41.181; MSA 5.45(1).

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

FIRST: Agreement Period and Termination. This Agreement shall commence upon the 1st day of April, 2019, and unless prematurely terminated as authorized in the second paragraph of this section, shall continue until the 31st day of December, 2022, at which time it shall terminate.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, with or without cause, at any time by either the COUNTY, the SHERIFF, or the TOWNSHIP upon thirty (30) days' prior written notice to the other parties. In the event of premature termination of this Agreement the TOWNSHIP shall in a final payment pay the COUNTY the total sum due for the services provided to the TOWNSHIP under this Agreement up to the effective date of the premature termination. After paying the final sum due the TOWNSHIP shall have no further payment obligations to the COUNTY under this Agreement.

SECOND: Definitions. For the purposes of this Agreement, the following definitions shall apply:

- A. "Insurance", insofar as vehicles are concerned, means the coverage provided to the Sheriff's Department and in force on April 1, 2019.
- B. "Insurance", insofar as Sheriff Deputies are concerned, means the coverage provided to the Sheriff's Department and in force on April 1, 2019.
- C. "Patrol" means the presence of a Sheriff Deputy in uniform in a

vehicle as provided for in the SECOND section of this Agreement. It shall also include, but not be limited to, those activities defined as "police protection" below.

- D. "Police protection" means investigation and follow up on complaints, criminal investigations, and all work normally associated with law enforcement. It shall include, but not be limited to, the enforcement of the TOWNSHIP'S ordinances and the Michigan Liquor Control Code of 1998 (1998 PA 58), as amended.

THIRD: Services to be Performed by SHERIFF. The SHERIFF shall furnish police protection and patrol to the TOWNSHIP eight (8) hours per day seven (7) days per week during hours mutually agreed upon by the SHERIFF and the TOWNSHIP.

FOURTH: Equipment to be Provided by County. The COUNTY shall provide and maintain a fully equipped motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia and general police equipment to be used by any Sheriff Deputies assigned to duty in the TOWNSHIP.

FIFTH: Insurance. The COUNTY shall provide necessary insurance for the motor vehicle(s) used in the performance of the services described in the SECOND section of this Agreement, as well as the necessary insurance protection for any Sheriff Deputies assigned to duty in the TOWNSHIP.

SIXTH: Compensation. The TOWNSHIP shall pay the COUNTY, from the general fund and funds received by the Township from the State of Michigan pursuant to the Michigan Liquor Control Code of 1998 (1998 PA 58), for the police protection and patrol services provided under this Agreement as follows:

PERIOD COVERING	COMPENSATION RATE	HOURS PER DAY	TOTAL
4/1/2019-12/31/2019	\$48.58 per hour	Eight (8)	\$103,378.00
1/1/2020-12/31/2020	\$49.87 per hour	Eight (8)	\$145,620.00
1/1/2021-12/31/2021	\$51.62 per hour	Eight (8)	\$150,730.00
1/1/2022-12/31/2022	\$53.42 per hour	Eight (8)	\$155,986.00

Payments shall be made to the County in equal bi-monthly installments.

SEVENTH: Location Where Compensation is to be Paid. The TOWNSHIP shall remit all payments to the Sheriff's Department at 150 S. Highlander Way, Howell, Michigan 48843.

EIGHTH: Status of Sheriff Deputies Assigned to TOWNSHIP. The Sheriff Deputies assigned to the TOWNSHIP, under this Agreement shall remain employees of

the SHERIFF and under his supervision, direction, management and control.

NINTH: SHERIFF Responsible for Management. All rights in the management of the Sheriff's Department shall remain in the SHERIFF. Management shall be construed to include, but not be limited to, determining priority of investigation; determining the number of Sheriff Deputies employed on police protection or patrol; determining what constitutes an emergency; determining the specific personnel to be assigned to the TOWNSHIP; determining the application of labor agreements to the services to be performed hereunder; and determining the adequacy of motor vehicles deployed.

TENTH: Reports. At the specific request of the TOWNSHIP, the SHERIFF shall provide to the TOWNSHIP such report as may be appropriate for release relating to law enforcement services provided in accordance with this Agreement. A monthly summary report detailing police protection and patrolling in the TOWNSHIP shall be prepared by the Sheriff's Department and submitted to the TOWNSHIP.

ELEVENTH: Removal of Sheriff Deputies for Emergencies. The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the TOWNSHIP, for emergencies that might exist outside the TOWNSHIP. In the event that such removal occurs, the TOWNSHIP shall be notified of the date and amount of time the Sheriff Deputy was removed in the Monthly Report which the SHERIFF submits to the TOWNSHIP. In the event the deputy is removed for an emergency, the SHERIFF will off set the time the deputy was removed from the TOWNSHIP by increasing TOWNSHIP patrol hours on the day the removal occurred or on other days during the month equal to the time the deputy had been removed.

TWELFTH: Nondiscrimination. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.

It is expressly understood and agreed by the parties hereto that the requirements of this section shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the TOWNSHIP under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

SIXTEENTH: Purpose of 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.

SEVENTEENTH: Complete Agreement. This Agreement 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.

EIGHTEENTH: Non-Third Party Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

NINETEENTH: 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 shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

TWENTIETH: Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on the behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

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

By: _____
Michael Murphy, Sheriff
Date

TOWNSHIP OF TYRONE

By: _____
Mike Cunningham, Supervisor
Date

By: _____
Marcella Husted, Clerk Date

**Approved as to Form for County of Livingston:
COHL, STOKER & TOSKEY, P.C.**

By:
On:

\\cstdc\Company\Client\Livingston\Sheriff\Agreements\Tyrone Twp\Tyrone Twp Agr 2019-2022.doc
LIV/SHERIFF 13-002

COHL, STOKER & TOSKEY, P.C.
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601 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48933
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ROBERT D. TOWNSEND
TIMOTHY M. PERRONE
MATTIS D. NORDEFJORD

ASSOCIATES
GORDON J. LOVE
COURTNEY A. GABBARA
SARAH K. OSBURN

OF COUNSEL
RICHARD D. McNULTY

February 21, 2019

Sent Via E-Mail

Michael Murphy, Sheriff
Livingston County
150 S. Highlander Way
Howell, MI 48843

Re: Law Enforcement Services Agreement with Tyrone Township

Dear Sheriff Murphy:

Pursuant to your request, I have prepared and attached a draft Law Enforcement Services Agreement to be entered into between the County on behalf of the Sheriff's Office and Tyrone Township (Township) for the period covering April 1, 2019 through December 31, 2022. The Agreement is essentially the same as the Agreement with the Township that will be expiring on March 31, 2019, with the exception of changes in references to the Agreement's term and provisions for compensation the Township is to pay the County for the services rendered that you have provided to our office. Other changes include moving the section containing the Agreement's term and termination to the first section and adding provisions as we discussed during our conversation on February 19th making up law enforcement time to the Township that was lost due to removal of the assigned Sheriff Deputy to cover emergencies occurring elsewhere in the County. The changes made in the attached draft Agreement are shown in the attached compare document.

It is my understanding that you will be seeking a resolution from the County Board of Commissioner's authorizing the entry into the attached Law Enforcement Services Agreement. When the Board of Commissioners has passed a resolution authorizing entry into a new Law Enforcement Services Agreement with Tyrone Township, I will prepare a final draft of the Agreement and forward it to the County Administration for execution.

If you have any questions with regards to the attached Agreement or if any changes need to be made thereto, do not hesitate to contact me.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/nam
Enclosure

cc: Carol Sue Jonckheere, Executive Assistant/Contract Manager

N:\Client\Livingston\Sheriff\Letters\Murphy\I.tr re Draft Law Enforcement Agr w Tyrone Twp (2019-2022).doc

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Approve Funding for the Purchase of Mobile Data Computers for Law Enforcement Utilizing FY 17 Homeland Security Grants Program Funds over \$25,000 Dollars - Emergency Management

WHEREAS, the FY 2017 Homeland Security Grant Program (HSGP) funding under the Law Enforcement Terrorism Prevention Program (LETPP) budget provides funds to be utilized for law enforcement projects that can be used to prevent, respond to, and or recover from a terrorism related event; and

WHEREAS, the FY 17 HSGP LETPP budget allocation for such projects in Livingston County is currently \$43,264.99 dollars; and

WHEREAS, local and county law enforcement are in need of replacing their current mobile data computers (MDCs) because they are antiquated and at “end of life” status; and

WHEREAS, the Livingston County Local Planning Team has voted to dedicate the FY 17 HSGP LETPP funding to the purchase of new MDCs for Livingston County Law Enforcement; and

WHEREAS, the current available funds FY 17 HSGP LETPP funds can support the purchase of twelve (12) MDCs units and docking stations at the unit cost of \$3,334.74 from DELL, sole source provider, via Livingston County IT, for a total project cost of \$40,016.88; and

WHEREAS, the cost of this project is above the county \$25,000.00 purchasing threshold and requires Livingston County Board of Commissioner’s review and approval.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the using of the available funds from the FY 17 Homeland Security Grant Program (HSGP), Law Enforcement Terrorism Prevention Program (LETPP) for the purchase of twelve (12) Mobile Data Computers (MDCs) to include both computers and docking stations at the unit cost of \$3,334.74 from DELL, a sole source provider, via Livingston County IT, for county and local law enforcement for a total project cost of \$40,016.88.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF EMERGENCY MANAGEMENT

1911 Tooley Rd, Howell, MI 48855
Phone 517-540-7926 Fax 517-546-6788
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Therese CremonTE, Emergency Manager
Date: 03/11/2019
**Re: RESOLUTION TO APPROVE FUNDING FOR THE PURCHASE OF
MOBILE DATA COMPUTERS FOR LAW ENFORCEMENT
UTILIZING FY 17 HOMELAND SECURITY GRANTS PROGRAM
FUNDS OVER \$25,000.00 DOLLARS**

The FY 2017 Homeland Security Grant Program (HSGP) funding under the Law Enforcement Terrorism Prevention Program (LETPP) budget provides funds to be utilized for law enforcement projects that can be used to prevent, respond to, and/or recover from a terrorism related event. The FY 17 HSGP LETPP budget for such projects is currently \$43,264.99 dollars.

Livingston County Emergency Management has a pending project for interoperable communications for law enforcement that fits the requirements of the FY 17 HSGP LETPP funding. Livingston County law enforcement is in need of replacing mobile data computers (MDCs) in patrol units. The MDCs are required and utilized for interoperable communications on the local, county and state level. The majority of current law enforcement MDCs are antiquated and are at an "end of life" status.

The Livingston County Local Planning Team has voted to dedicate the FY 17 HSGP LETPP funding to the purchase of new MDCs for Livingston County Law Enforcement. With the funding available, and the cost of purchase for each MDC unit being \$3,334.74 dollars, a total of twelve (12) MDCs could be purchased for Livingston County Law Enforcement with the FY 17 HSGP LETPP funds.

The cost of the project is \$40,016.88 which is above the purchasing threshold of \$25,000.00 dollars. Therefore, this project must be reviewed and approved by the Livingston Board of Commissioners.

It is for this reason I am requesting the approval of the Livingston County Board of Commissioners to move forward with the acquisition of twelve (12) mobile data computers to be utilized by local and county law enforcement in Livingston County. The purchase will be from DELL, a sole source provider, through Livingston County IT Department.

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