



BOARD OF COMMISSIONERS

REVISED AGENDA

April 22, 2019

7:30 PM

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

"The mission of Livingston County is to be an effective and efficient steward in delivering 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."

Pages

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CORRESPONDENCE 4
 - a. Bay County Resolution 2019-88 Opposing Slashing Federal Funding for the Great Lakes Restoration Initiative
 - b. Antrim County Resolution 17-2019 Support Legislators to Commence Revising the Medicare Prescription Drug Bill of 2003
5. CALL TO THE PUBLIC
6. APPROVAL OF MINUTES 7
 - a. Minutes of Meeting Dated: April 9, 2019
 - b. Minutes of Meeting Dated: April 17, 2019
7. TABLED ITEMS FROM PREVIOUS MEETINGS
8. APPROVAL OF AGENDA
9. REPORTS
 - *a. Certificate of Recognition
Peggy Toms, Circuit Court Administrative Coordinator
 - b. Environmental Health Update
Matt Bolang, Director of Environmental Health

***c. SEMCOG Update**

Kathleen Lomako, Executive Director

10. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2019-04-050 through 2019-04-057

- | | | |
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| a. | 2019-04-050 | 13 |
| | Resolution Authorizing Submission of the FY 2020 Community Corrections Grant Application, Agreements, and other Supporting Documents - Circuit Court | |
| b. | 2019-04-051 | 60 |
| | Resolution Amending Resolution 2018-03-049 Authorizing a Supplemental Appropriation and Fund Transfer for New 911 Facility Owner Responsibilities – Central Dispatch | |
| c. | 2019-04-052 | 63 |
| | Resolution Authorizing an Agreement with Aon Related to Discount Database Disclosure - Human Resources | |
| d. | 2019-04-053 | 67 |
| | Resolution Authorizing the Signing of a Service Agreement with Navia Benefit Solutions, Inc. for Flexible Spending Account and Cobra Administration Services – Human Resources | |
| e. | 2019-04-054 | 103 |
| | Resolution Authorizing Livingston County to Participate in the FY 2018 Homeland Security Grant Program (HSGP) and to Sign the FY-2018 HSGP Agreement - Emergency Management | |
| f. | 2019-04-055 | 108 |
| | Resolution Authorizing Funds for the Purchase of Mobile Data Computers for Livingston County Law Enforcement and Fire Services Utilizing FY 18 Homeland Security Grant Program Funds Over \$25,000.00 Dollars –Emergency Management | |
| g. | 2019-04-056 | 118 |
| | Resolution Authorizing an Agreement with CC Sports to Provide Two Loaner Sea-Doos during 2019 Marine Safety Program - Sheriff | |
| h. | 2019-04-057 | 126 |
| | Resolution Authorizing an Agreement with Vance Outdoors, Inc. to Provide Ammunition Supply Services for the Livingston County Sheriff’s Office - Sheriff | |

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2019-04-058 through 2019-04-060

- | | | |
|-----------|--|------------|
| a. | 2019-04-058 (Roll Call) | 127 |
| | Resolution Authorizing the Issuance of not to Exceed \$11,500,000 Refunding Bonds,
Series 2019 - Administration | |
| b. | 2019-04-059 (Roll Call) | 149 |
| | Resolution to Authorize a First Quarter Supplemental Appropriation to the Fiscal-Year
2019 Budget – Fiscal Services | |
| c. | 2019-04-060 | 153 |
| | Resolution Approving Appointments to the Livingston County Building Authority -
Board of Commissioners | |

12. CALL TO THE PUBLIC

13. ADJOURNMENT

BAY COUNTY BOARD OF COMMISSIONERS

APRIL 9, 2019

RESOLUTION

BY: THE BAY COUNTY BOARD OF COMMISSIONERS

WHEREAS, The Great Lakes are a critical resource for our nation, supporting the economy and a way of life in Michigan and the other seven states within the Great Lakes region. The Great Lakes hold 20 percent of the world's surface freshwater and 90 percent of the United States' surface freshwater. This globally significant freshwater resource provides drinking water for more than 30 million people and directly supports 1.5 million jobs, generating \$62 billion in wages; and

WHEREAS, The Great Lakes Restoration Initiative (GLRI) provides essential funding to restore and protect the Great Lakes. This funding has supported long overdue efforts to clean up toxic pollution, reduce runoff from cities and farms, combat invasive species, and restore fish and wildlife habitat. Since 2010, the federal government has partnered with public and private entities and invested more than \$2 billion in over 2,900 projects throughout the region. Over its first six years, the GLRI has provided more than \$425 million for more than 500 projects in Michigan alone. The Brookings Institution has estimated that every dollar invested in the Great Lakes produces two dollars in long-term economic benefits; and

WHEREAS, GLRI projects are making a significant difference. They have restored more than 150,000 acres of fish and wildlife habitat; opened up fish access to more than 3,400 miles of rivers; helped implement conservation programs on more than 1 million acres of farmland; and accelerated the cleanup of toxic hotspots. In Michigan, GLRI funding has been instrumental in removing contaminated sediments from Muskegon Lake, the River Raisin, and the St. Mary's River; in restoring habitat along the St. Clair River, Cass River, Boardman River, and the Keweenaw Peninsula; and in the delisting of White Lake in Muskegon County and Deer Lake in the Upper Peninsula as areas of concern; and

WHEREAS, While a significant investment, past GLRI funding represents only a small portion of the amount needed to restore and protect the Great Lakes. Toxic algal blooms, beach closings, fish consumption advisories, and the presence of contaminated sediments continue to limit the recreational and commercial use of the Great Lakes; and

WHEREAS, Any cuts to GLRI funding would jeopardize the momentum from over a decade of unprecedented regional cooperation. Draft federal budgets have proposed a 97 percent reduction in GLRI funding. These cuts would be a short-sighted, short-term cost-saving measure with long-term implications. Restoration efforts will only become more expensive and more difficult if they are not addressed in the coming years; now, therefore, be it

RESOLVED That the Bay County Board of Commissioners opposes slashing federal funding for the Great Lakes Restoration Initiative; Be It Further

RESOLVED That copies of this resolution be transmitted to the President of the United States, the President of the United States Senate, the Speaker of the United States House of Representatives, and the members of the Michigan congressional delegation as well as the other 82 Michigan counties.

MICHAEL J. DURANCZYK, CHAIR

AND BOARD

Resolution sponsored by Commissioner Michael J. Duranczyk, 1st DistrictMOVED BY COMM. LUTZSUPPORTED BY COMM. RYDER

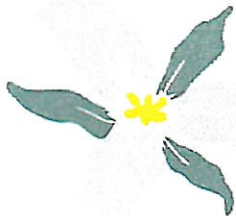
COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK	X			KIM J. COONAN	X			MICHAEL E. LUTZ	X		
ERNIE KRYGIER			X	THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			TOM RYDER	X						

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
 VOICE: X YEAS 6 NAYS 0 EXCUSED 1

DISPOSITION: ADOPTED X DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____ Agenda Page 4 of 154

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April 10, 2019

At the April 4, 2019 meeting of the Antrim County Board of Commissioners, the following Resolution was offered.

RESOLUTION #17-2019 By Christian Marcus, seconded by David Heeres

**Medicare Prescription Drug Bill of 2003
Support the Process of Legislators to Commence Revising Bill**

WHEREAS, health care costs continue to rise for all Americans and, for some Americans this increase can be devastating; and

WHEREAS, Medicare is the focus of many lawmakers who portray it as an "entitlement" program that costs the Treasury too much money. Technically, the term "entitlement" is correct but it has an unfortunate connotation; and

WHEREAS, Medicare is an essential medical plan that millions of seniors and disabled individuals depend upon to stay alive. Medicare is not a gift, as the term "entitlement" suggests. Many of the beneficiaries have worked their entire adult life and paid into the system in order to receive this crucial medical plan; and

WHEREAS, due to spiraling costs largely associated with the price of prescription medications, our elected officials find themselves passing on increased costs to those who can least afford that increase, namely senior citizens and disabled individuals who are on Medicare's Part D drug program; and

WHEREAS, when congress enacted Medicare Prescription Drug Bill they enacted a law that does allow Medicare to negotiate with pharmaceutical companies for drug prices the way Medicaid and the Veterans Administration does; and

WHEREAS, one economist, Dean Baker, estimates that Medicare could have saved approximately \$332 billion dollars between 2006 and 2013 (approximately \$50 billion a year) had the Department of Health and Human Services been permitted to negotiate prices of drugs with the drug companies, as federal agencies do in other programs; and

WHEREAS, rising prescription drug costs have been the primary reason for the increase in health benefit costs; and

WHEREAS, the increasing cost of prescription drugs and outrageous profits made by pharmaceutical companies is a systemic problem that significantly affects our state and our nation. It deserves non-partisan effort; and

WHEREAS, we must prevent our elected officials from balancing the budget on the backs of those who can least afford it, the elderly and disabled. Increases in premiums and drug costs are unacceptable ways to deal with the flawed Medicare Prescription Drug Bill; and

WHEREAS, we must preserve the Medicare program as it currently exists and to do so requires immediate action to cut unnecessary costs, particularly in the area of prescription drug coverage; and

WHEREAS, we must revise the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper, drugs from Canada and elsewhere; and

WHEREAS, we cannot allow the previously approved bill to stand as adopted at the risk of having the Medicare program be the cause of a staggeringly increasing deficit which will require tax increases or cuts to the rest of the government, nor can we allow the continuance of price increases to our citizens cause many to contemplate discontinuing medically necessary drugs in order to pay their bills, heat their houses and have food on the table; and

THEREFORE, BE IT FURTHER RESOLVED, that the Antrim County Board of Commissioners goes on record urging our Legislators to commence the process of revising the Medicare Prescription Drug Bill of 2003 to allow negotiating lower drug prices and the importation of identical, cheaper drugs from Canada and elsewhere; and

NOW BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to our area Federal and State Legislators, the National Association of Counties, Michigan Association of Counties and the 82 Michigan Counties.

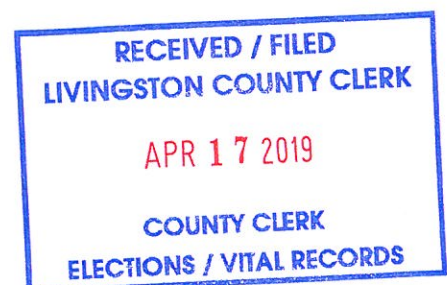
Yes – David Heeres, Joshua Watrous, Ed Boettcher, Terry VanAlstine, Brenda Ricksgers,
Dawn LaVanway, Christian Marcus;

No – Karen Bargo;

Absent – Jason Helwig.

RESOLUTION #17-2019 DECLARED ADOPTED.

ANTRIM COUNTY CLERK, BELLAIRE, MI
STATE OF MICHIGAN, COUNTY OF ANTRIM, ss
I, Sheryl A. Guy, Clerk of the County of Antrim, do
certify the above is a true and exact copy of the
original record now remaining in this office.
IN TESTIMONY WHEREOF, I have set my hand
and official seal of the County of Antrim
this 10th day of April - 20 19
Sheryl A. Guy County Clerk



LIVINGSTON COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

April 9, 2019, 7:30 p.m.

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

Members Present: Kate Lawrence, William Green, Wes Nakagiri, Douglas Helzerman, Donald Parker,
Carol Griffith, Dennis Dolan, and Gary Childs
Members Absent: Robert Bezotte

1. CALL THE STATUTORY EQUALIZATION MEETING TO ORDER

The meeting was called to order by Chairperson Donald Parker at 7:30 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.

4. CORRESPONDENCE

1. Baraga County Resolution Dated March 20, 2019, Supporting HB 4227
2. Jackson County Resolution #03-19.14, Michigan Indigent Defense Commission

It was moved by W. Green

Seconded by G. Childs

MOTION Carried (8-0-1)

5. CALL TO THE PUBLIC

Sue Kelly, Brighton Sierra Club, spoke regarding the Master Transit Plan.

Lieutenant Eric Sanborn, LCSO, introduced Deputy Christine Hur of the LCSO Community Outreach Program. Deputy Hur passed out informational cards to the Commissioners and invited everyone to attend Coffee with Cops on Monday, April 29, 2019 from 10 a.m. to noon at Aunt Betty's restaurant in Pinckney.

Commissioner Parker exited at 7:33 p.m. and returned at 7:34 p.m.

Lori Dostal, Brighton Township, also spoke regarding the Master Transit Plan.

6. APPROVAL OF MINUTES

1. Minutes of Meeting Dated: March 25, 2019
2. Minutes of Meeting Dated: April 3, 2019

Motion to approve the minutes as amended. A friendly amendment was made by Commissioner Dolan to amend the minutes of March 25 2019, to add Commissioner Helzerman's name to the last paragraph under 9. Reports. Last paragraph will now read as follows:

Commissioner D. Dolan thanked Commissioners W. Nakagiri and D. Helzerman for attending the volunteer luncheon for Meals On Wheels and provided an update on the 911 Central Dispatch facility construction project.

It was moved by K. Lawrence

Seconded by C. Griffith

MOTION Carried (8-0-1)

7. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

8. APPROVAL OF AGENDA

Motion made by Chairperson Parker to amend the agenda to remove Resolution 2019-04-043, Resolution Authorizing Revisions to the LETS Vacation Policy, Sick Call-In Policy, and Vacant Position Policy – LETS from the agenda and to add a Motion to Reconstitute the Broadcasting Committee with Commissioners G. Childs, W. Nakagiri and D. Helzerman as members and with Commissioner G. Childs as Chairperson. The Motion will be added under Resolutions for Consideration as 11.c.

Motion to approve the agenda as amended.

It was moved by K. Lawrence

Seconded by G. Childs

MOTION Carried (8-0-1)

9. REPORTS

9.a Livingston Leadership Council on Aging

Dianne McCormick, Nancy Rosso, Jim McGuire

Commissioner K. Lawrence introduced Dianne McCormick, Nancy Rosso, and Jim McGuire who gave a presentation on the Livingston Leadership Council on Aging. Also present was Mark Robinson from Livingston County Catholic Charities.

Commissioner D. Dolan provided an update on the 911 Central Dispatch facility construction project and stated a finish date of July 18, 2019, is a real option.

Ken Hinton, County Administrator, reported the opioid lawsuit was filed in federal court today.

Commissioner W. Nakagiri will be attending the Fiscally Ready Communities Training in Battle Creek on April 26, 2019, and it is free to attend. He invited other commissioners to join him. He also spoke regarding obtaining a version of Adobe Professional for all of the Commissioners at a net cost of \$1,600 a year.

Chairperson Parker displayed a plaque the County received from the Michigan Counties Workers' Compensation Fund for being a founding member and in celebration of their 40th year anniversary.

The following resolution numbers have been updated following the removal of the Resolution Authorizing Revisions to the LETS Vacation Policy, Sick Call-In Policy, and Vacant Position Policy from the Agenda at the request of the department prior to the meeting. This renumbering complies with the Livingston County Board of Commissioners 2019 Rules requiring all resolutions to be presented numbered in consecutive order.

10. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2019-04-043 through 2019-04-047

10.a 2019-04-043

Resolution to Adopt the 2019-2023 Livingston County Parks & Open Space Plan - Livingston County Parks & Open Space Advisory Committee - Departments of Planning and Facility Services

10.b 2019-04- 044

Resolution Approving the Change in a Position From a Part-Time 20 Hour Deputy Clerk to a Full-Time Deputy Courtroom Clerk – County Clerk

10.c 2019-04-045

Resolution Authorizing the Write-off of Aged Receivables – Emergency Medical Services

10.d 2019-04-046

Resolution Authorizing an Agreement with Marquette General Hospital to Provide Ambulance Transportation Services - Emergency Medical Services

10.e 2019-04-047

Resolution to Accept the Annual Out-of-State Travel Report for 2018 – Administration

Motion to approve the resolutions on the Consent Agenda.

It was moved by K. Lawrence
Seconded by D. Helzerman

Roll Call Vote: Yes (8): K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, D. Parker, C. Griffith, D. Dolan, and G. Childs; No (0): None; Absent (1): R. Bezotte

MOTION Carried (8-0-1)

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2019-04-048 and 2019-04-049

11.a 2019-04-048 (Roll Call)

Resolution to submit the Estimated 2020 General Fund Budget to the Allocation Board – Fiscal Services

Motion to adopt the Resolution.

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

Roll Call Vote: Yes (8): C. Griffith, D. Dolan, G. Childs, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, and D. Parker; No (0): None; Absent (1): R. Bezotte

MOTION Carried (8-0-1)

11.b 2019-04-049 (Roll Call)

Resolution to Adopt the 2019 County Equalization Report as Submitted with the Accompanying Statements - Equalization Department

Motion to adopt the Resolution.
Discussion.

It was moved by D. Helzerman
Seconded by W. Green

Roll Call Vote: Yes (8): D. Helzerman, D. Parker, C. Griffith, D. Dolan, G. Childs, K. Lawrence, W. Green, and W. Nakagiri; No (0): None; Absent (1): R. Bezotte

MOTION Carried (8-0-1)

- 11.c.** Motion to Appoint and Reconstitute the Broadcasting Committee with Commissioners G. Childs, W. Nakagiri and D. Helzerman with Commissioner G. Childs as Chairperson.

Move to Approve the Motion.
Discussion.

It was moved by C. Griffith
Seconded by W. Green

MOTION Carried (8-0-1)

12. CALL TO THE PUBLIC

None.

13. ADJOURNMENT

Motion to adjourn the meeting at 8:18 p.m.

It was moved by D. Helzerman
Seconded by G. Childs

MOTION Carried (8-0-1)

Elizabeth Hundley, Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES

April 17, 2019

IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE

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

Members Present	Dennis Dolan, Kate Lawrence, William Green, Wes Nakagiri, Douglas Helzerman, Robert Bezotte, Carol Griffith, and Gary Childs
Members Absent	Donald Parker

1. CALL MEETING TO ORDER

The meeting was call to order by Vice Chairperson Dolan at 9:42 a.m.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

All rose for the Pledge of Allegiance to the Flag of the United States of America.

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 C. Griffith

Seconded By W. Green

Motion Carried (8-0-1)

6. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS

Dated: April 17, 2019

Motion to approve the Claims.

Moved By C. Griffith

Seconded By G. Childs

Motion Carried (8-0-1)

7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES

Dated: April 4 through April 17, 2019

Motion to approve the Payables.

Moved By R. Bezotte

Seconded By C. Griffith

Motion Carried (8-0-1)

8. CALL TO THE PUBLIC

None.

9. ADJOURNMENT

Motion to adjourn the meeting at 9:44 a.m.

Moved By D. Helzerman

Seconded By C. Griffith

Motion Carried (8-0-1)

Elizabeth Hundley, Livingston County Clerk

UNAPPROVED

RESOLUTION

NO: 2019-04-050

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Authorizing Submission of the FY 2020 Community Corrections Grant Application, Agreements, and other Supporting Documents – Circuit Court

WHEREAS, the Livingston County Community Corrections Advisory Board has approved the Community Corrections Plan and Application for FY 2020 on April 9th, 2019; and

WHEREAS, the Community Corrections Plan and Application for FY 2020 requested funds for administration, outpatient treatment programming, and group programming; and

WHEREAS, \$24,487.00 is requested to support administration, including a fully grant funded .50 FTE, supplies, travel, and training; and

WHEREAS, \$67,940.00 is requested to provide outpatient treatment, specifically substance abuse treatment services through assessments, intake, group therapy, individual therapy, and other evidence-based treatment modalities; and

WHEREAS, \$57,432.00 is requested to support group programming through Thinking Matters, a group-based program that provides evidence-based cognitive behavioral restructuring; and

WHEREAS, the total amount requested for the comprehensive plans and services is \$150,197.00

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners authorizes Community Corrections to submit the Grant Application for FY 2020 funding.

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

#

#

#

MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Roberta Sacharski, Trial Court Administrator
Date: 4/10/2019
Re: Community Corrections Grant Application Approval for Fiscal Year 2020

The Livingston County Advisory Board (CCAB) has approved the Community Corrections Plan and Application for FY 2020 on April 9th, 2019.

The Community Corrections Plan and Application requests \$150,197.00 for the comprehensive plans and services.

\$24,487.00 of the requested funds would support administration. This would include a fully grant funded .50 FTE position responsible for development, implementation, and monitoring of the Community Corrections Plan. This position would act as an advisor to CCAB and liaison to the state. It would oversee agency employees and/or contracted individuals that provide funded services. The position would also monitor program utilization, progress towards meeting objectives and expenditures. The total amount requested includes salary and wages, supplies, travel, and training.

\$67,940.00 of the requested funds would support outpatient treatment programming, specifically substance abuse treatment services. Treatment services may include assessment, intake, group therapy, individual therapy, or other evidence-based treatment modalities that have been proven successful in the treatment of substance abuse or substance dependency disorders. This program will reduce Prison Commitment Rates (PCR) and reduce recidivism by helping offenders understand, recognize, and accept addiction; identify and interrupt addictive thoughts, feelings, and actions; and learn non-chemical coping skills that negate the need for prison commitment.

\$57,432.00 of the requested funds would support group programming. Thinking Matters will provide participants with evidence-based cognitive behavioral restructuring that has been proven to positively impact PCR. The focus of this program is to reduce PCR and recidivism by providing skills to develop prosocial behavior and by impacting criminal behavior by teaching how to identify, monitor, and change the thinking that is fundamental to these behaviors. Part of these funds would also provide security for Thinking Matters for groups occurring after regular business hours.

Thank you for the opportunity to present this matter to you. If you have any questions, please contact me directly.

MICHIGAN DEPARTMENT OF CORRECTIONS

“Committed to Protect, Dedicated to Success”



Office of Community Corrections

Community Corrections Plan and Application
Fiscal Year 2020

CCAB Name: Livingston County

Application Type: Annual/Full

Email the application to:

1. MDOC-OCC@michigan.gov
2. Grant Coordinator

DUE DATE: May 1, 2019

SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION				
Name of CCAB: Livingston County			Federal I.D. Number: 36-6005819	
A: General Contact Information:				
	Contact Person (Manager)	Manager's Direct Supervisor	CCAB Chairperson	Fiscal Agent
Name:	Roberta L. Sacharski	Hon. Miriam A. Cavanaugh	Laura Mitchell	Cindy Catanach
Title:	Court Admin/Manager	Chief Judge	Attorney	Chief Financial Officer
Address:	204 S. Highlander Way	204 S. Highlander Way	402 W. Grand River Ave.	304 E. Grand River Ave.
City:	Howell	Howell	Howell	Howell
State:	MI	MI	MI	MI
Zip:	48843	48843	48843	48843
Phone:	(517) 540-7814	(517) 546-3750	(517) 518-8274	(517) 540-8720
Fax:				
Email:	rsacharski@livgov.com	mcavanaugh@livgov.com	lmitchell@sherwoodmitchell.net	ccatanach@livgov.com

Type of Community Corrections Board: County Advisory Board
Counties/Cities Participating in the CCAB: Livingston County
Date application was approved by the local CCAB: TBD
Date application was approved by county board(s) of commissioners and/or city council: TBD
Date application was submitted to OCC: TBD

B: CCAB Membership		
Representing:	Name	Email
County Sheriff:	MURPHY, Michael	mmurphy@livgov.com
Chief of Police:	RUSSELL, Chief David S.	drussell@unadillapolice.org
Circuit Court Judge:	HATTY, Hon. Michael P.	mhatty@livgov.com
District Court Judge:	MURPHY, Hon. Shauna N.	Smurphy@livgov.com
Probate Court Judge:	CAVANAUGH, Hon. Miriam A.	mcavanaugh@livgov.com
County Commissioner(s):	LAWRENCE, Kate	klawrence@livgov.com
Service Area (Up to 3):	CONKLIN, Connie	cconklin@cmhliv.org
County Prosecutor:	VAILLIENCOURT, Bill	bvaillencourt@livgov.com
Criminal Defense:	MITCHELL, Laura	lmitchell@sherwoodmitchell.net
Business Community:	GRIFFIN, Curtis	curtisdgriffin@yahoo.com
Communications Media:	VACANT	NA
Circuit/District Probation:	ZAHON, Tom	zahont@michigan.gov
City Councilperson:	VACANT	NA
Workforce Development:	AWREY, Dawn	dawrey@mwse.org
Does your CCAB have Bylaws? YES If yes, have they been revised within the last 2 years? NO		

SECTION II: ANALYSIS & STRATEGIC PLAN

Introduction and Instructions for Strategic Plan:

Strategic Issues, Goals, and Priorities have been established by the Office of Community Corrections in accordance with Public Act 511 and Key Performance Indicators. CCABs will be required to establish **Objectives** and **Strategies** based upon OMNI Felony Disposition, JPIS, CCIS and local data that will support State **Goals** and **Priorities**.

Strategic Issues are identified as **Felony Dispositions, Recidivism** and **Local Priorities**.

OCC will provide the CCABs with relevant data to complete the application. CCABs shall analyze this data along with local **CCIS data** (reports run locally from Case Manager) and develop **Key Objectives** and supporting **Strategies** that will lead toward attainment of **Goals** and **Priorities** established by the State Board and OCC, as well as local objectives and priorities promoted in the comprehensive plan.

A thorough review of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and technical probation violation PCRs
- Reference to changes in PCRs compared to prior years
- Other changes in your CCAB/area that influence changes (new stakeholders, policies, emerging crimes, offender characteristics, etc.)
- Review your past OCC funding proposals for ideas

Example:

For the Strategic Issue of Felony Dispositions, consider the stated **Goal** and **Priority** as outlined on the following pages and complete an analysis of your county's prison commitment rate data provided by OCC. Establish objectives related to prison commitment rates. For example:

1. Reduce PV commitment rate from 32% to 25%
2. Reduce the Group 2 Straddle rate to from 43% to 35%

Under each **OBJECTIVE** outline in bullet form those **STRATEGIES** (steps) to be taken, including continuing, new and revised programs, or established and revised policies or practices, that will support the attainment of the objectives you have specified. Identify if these are "new", "continuations," or "modifications," or for short term (this fiscal year) or long term implementation.

Keep in mind that all of the programs for which you are requesting PA511 funding should be identified as strategies. Additionally, policies and practices you propose (such as targeting specific populations or characteristics) are also strategies. Strategies may apply to more than one objective and should be repeated under each objective as appropriate.

For example, the objective of "Reduce PV rate from 32% to 25%" may have the following strategies:

1. Initiate structured sentencing with jail followed by RS followed by community Cognitive Behavioral Treatment program that targets probation violators. (New, FY 2017)

The same strategies (with modifications) would be appropriate for the objective of reducing the PCR of Straddle Cell offenders. Further OMNI data analysis may support an additional strategy of:

2. Target CJRP eligible straddle cells, especially those from Group 2 without MDOC status, for local sanctions including _____.

A: Felony Disposition Analysis

(NOTE: Regional CCABs should complete analysis for each county. Carriage returns are permitted in this section.)

Strategic Issue: Felony Dispositions

Public Act 511 of 1988 stipulates that counties shall develop a community corrections comprehensive plan and provide an explanation of how the county or counties' prison commitment rate will be reduced by diverting non-violent offenders, and promote recidivism reduction while public safety is maintained. The Act is intended to encourage the participation in community corrections programs of offenders who would likely be sentenced to imprisonment in a state correctional facility or jail, who would not increase the risk to public safety, have not demonstrated a pattern of violent behavior, and do not have a criminal record that indicates a pattern of violent offenses.

Goal: Reduce demand for prison resources and related budgetary requirements.

Priority: Reduce prison commitment of offenders who can be safely and effectively sanctioned and treated in the community by following the principles of effective intervention (i.e., risk, need, responsivity).

Your analysis forms the basis for your objectives and strategies. A weak connection between data analysis, objectives and proposed programming (strategies) may result in denial or conditional approval of your plan.

A-1: Using OMNI Felony Disposition data supplied by OCC for the previous two fiscal years:

1. Are felony dispositions increasing, decreasing, or stable? **DECREASING**
2. Describe changes within SGL categories. Report rates with detailed explanation:

TOTAL DISPOSITIONS

Based on State OMNI data, there were a total of 703 felony dispositions in Livingston County in 2018. Overall, felony dispositions DECREASED by 61 from a total of 764 dispositions in 2017.

PRISON COMMITMENTS

The total number of prison commitments (PCs) in 2018 was 121. This is a decrease from 163 in 2017.

PRISON COMMITMENT RATES OVERALL

The overall prison commitment rate (PCR) in 2018 was 17.2% (121 out of 703 felony dispositions resulted in a prison commitment.) 2018's PCR is down from 21.3% in 2017 (163 out of 764 felony dispositions resulted in a prison commitment.) Statewide, the PCR is 19.8% (9,059 out of 45,733 felony dispositions resulted in a prison commitment) putting Livingston County below the statewide average.

Amongst Group 1 offenders (homicide, robbery, CSC, Assault, etc.), the PCR in 2018 was 26.7%, down from 30% in 2017. In 2018, there were 270 dispositions in Group 1, 72 of which resulted in a prison commitment. Statewide, the PCR for Group 1 in 2018 was 30.8%, putting Livingston County below the statewide average.

Amongst Group 2 offenders (larceny, fraud, forgery, drugs, OUIL 3, other non-assaultive, etc), the PCR in 2018 was 11.3%, down from 17.7% in 2017. In 2018, there were 433 dispositions in Group 2, 49 of which resulted in a prison commitment. Statewide, the PCR for Group 2 in 2018 was 13% putting Livingston County below the statewide average.

PCR BY OFFENSE GROUP

Straddle Cell Offenders – In 2018 there were a total of 191 dispositions amongst straddle cell offenders. Of these dispositions, 47 resulted in prison commitment for a PCR of 24.6% This is a decrease from 36% in 2017. Within Group 1, 15 of 68 dispositions (22.1%) resulted in prison commitments. Within Group 2, 32 of 123 dispositions (26%) resulted in prison commitments. The statewide PCR for straddle cell offenders is 27.3% putting Livingston County below the statewide average.

Intermediate Offenders – In 2018, there were ZERO prison commitments for intermediate offenders. A total of 282 intermediate offenders were sentenced. In 2017, only 8 of 354 offenders were committed to prison for a PCR of 2.3%.

Presumptive Offenders – In 2018, there were a total of 71 dispositions for presumptive offenders. Of these dispositions, 48 resulted in prison commitment for a PCR of 67.6%. This is a decrease from 77.9% in 2017. Within Group 1, 43 of 62 dispositions (69.4%) resulted in prison commitments. Within Group 2, 5 of 9 dispositions (55.6%) resulted in prison commitments. The statewide PCR for presumptive offenders is 80.8% putting Livingston County well below the statewide average.

SGL NA – In 2018, there were a total of 159 disposition of NA offenders. Of these dispositions, 26 resulted in prison commitments for a PCR of 16.4%. This is a decrease from 17.5 in 2017. Within Group 1, 14 of 62 dispositions (22.6%) resulted in prison commitments. Within Group 2, 12 of 97 dispositions (12.4%) resulted in prison commitments. The statewide PCR for NA offenders is 20.3% putting Livingston County below the statewide average.

OUIL3 DISPOSITIONS

In 2018, there were a total of 62 OUIL3 dispositions. Of these, 13 dispositions resulted in a prison commitment for a PCR rate amongst OUIL3 offenders of 21%. This is a decrease from 20% in 2017. Statewide the PCR for OUIL3 offenders is 17.2% putting Livingston County ABOVE the statewide average.

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed.

Livingston County Courts experienced many challenges last year. After being defunct for a number of years, the local advisory Board was reconvened and members appointed by the Livingston County Board of Commissioners. A new Community Corrections manager was selected who, though having much knowledge of the criminal justice system, was unfamiliar with community corrections processes, procedures and programming.

Court Personnel Challenges – After submitting the initial proposal for FY2019, the Livingston County District Court Administrator resigned her position and left employment with the county. Not wanting to let the programming and grant fall by the wayside, the new Circuit Court Administrator, having only been on the job a matter of months, reached out to OCC for assistance in reviving/continuing Community Corrections in Livingston County. During the courts of the year, the Court reorganized its administrative structure to create and hire an entirely new administrative team.

Judicial Challenges – Perhaps the greatest challenge faced by Livingston County was in respect to the Bench. The previous Chief Judge abruptly resigned the designation and a new Chief Judge was appointed. The then District Court Administrator filed a federal lawsuit against the Chief Judge and a sitting District Court Judge. As a result of that, the Chief Judge was prohibited from working with the District Court and a temporary Chief for the District Court had to be appointed during the pendency of the suit. This was highly disruptive to the operations of the unified courts. Also last year, the Judicial Tenure Commission filed a formal complaint against a sitting District Court Judge alleging multiple counts of misconduct in office. In light of those allegations, the bench cumulatively decided to remove that Judge's docket from her and a visiting Judge was brought in to preside over the matters. Beginning in 2019, the judicial makeup of the bench changed from 3 District Court Judges to 2 and from 2 Circuit Court Judges to 3. As a result of this, at the end of the year, one of the District Court judges resigned her seat, as she had been elected to the newly created Circuit Court seat. A new judge was appointed by outgoing Governor Snyder. The long time Judge sitting in the District Court seat that was eliminated retired at the end of the year, having aged out of running for another seat. Thus the advent of 2019 saw a new Circuit Court judge, a new District Court judge, and a full time visiting District Court Judge. Early into the year, the Supreme Court suspended the District Court Judge as a result of the JTC proceedings and the Attorney General brought felony charges against her for, among other things, perjury.

And lastly, the previous Chief Judge, the longest serving member of the Circuit Bench, abruptly announced his resignation with no notice.

Programming Challenges – In the midst of all the challenges and changes across the courts, it has been a struggle to get the pieces in place to go forward with the community corrections programming which didn't start until late in the year. The biggest need was in community based programming but the lack of physical space to host programming proved to be a challenge, as the county is demolishing a building previously used for such gatherings (the asset building). After working with the Sheriff's Department to provide security, it was decided that the community based groups are best served by using the courthouse to meet.

Livingston County County currently has several programs and strategies whose purpose and mission align with those of Community Corrections These include multiple specialty courts (Adult Drug Court, Intensive Treatment Mental Health Court, Veterans Court), Swift and Sure Sanctions Probation Program, Thinking Matters Cognitive Behavioral Therapy and Probation Residential Services.

4. What steps will you take if you find that you are not meeting your objectives or your strategies are not being implemented as planned?

The local advisory board bylaws allows for the formation of ad hoc committees. If it were determined that Livingston County Community Corrections (LCCC) was not meeting its objectives or the strategies were not being implement as planned, a committee will be convened to review programs, objectives and reports. LCCC will work with individual service/program providers and probation staff to pinpoint problematic areas and strategies will be reevaluated to achieve positive outcomes. If necessary, new strategies will be discussed with stakeholders at the local advisory board to develop a new plan and/or approach to the existing plan.

A-2: Felony Analysis Key Objectives and Strategies

NOTE:

- Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Each objective should be followed by **at least** one strategy (step, action, policy, and program) that will help you achieve your objective.
- Your objectives and strategies should be supported by the analysis above.
- Keep in mind that all programs for which you are requesting funding are considered **strategies**. Be sure to clearly identify them as strategies.

1. Objective #1 is intended to impact the overall prison commitment rate – please state the Objective:

STAY BELOW THE STATEWIDE AVERAGE PRISON COMMITMENT RATE OF 19.8% AND REDUCE LIVINGSTON COUNTY'S OVERALL PCR FROM 17.2% TO 16%

Programs in support of Objective #1 (number and separate strategies by using carriage return [enter]):

Thinking Matters Cognitive Behavioral Therapy - This strategy is a Cognitive Restructuring program that has individuals examine the core attitudes and beliefs that motivate thinking patterns and dictate behaviors. It will expose critical thinking errors that lead to repeated, illegal, negative or destructive behaviors and challenge individuals to develop new thinking patterns to help establish new core attitudes and beliefs therefore changing behavior.

With respect to Substance Abuse, the Adult Drug Treatment Court (ADTC) is designed to help participants address their substance use that led to criminal behavior. ADTC is presided over by the Honorable Michael P. Hatty and the team consists of treatment providers, defense attorney, assistant prosecutor, probation officers, and the judge. This interdisciplinary team meets twice a month for pre-court staffing meetings and court hearings. The success of this court in addressing substance abuse is achieved through judicial interaction, individual and group counseling,

frequent and random drug and alcohol testing, and connections to community resources. Adult Drug Treatment Court provides support, incentives, and accountability to each participant so they are able to successfully complete the program.

With respect to non-compliance and criminal involvement, the Swift and Sure Sanctions Probation Program works to reduce recidivism, number of missed appointments, positive drug and alcohol tests, probation revocations, incarceration and improve the speed and efficiency of responding to probation violations. This is accomplished through intensive supervision provided by a dedicated program case manager who works collaboratively with a Michigan Department of Corrections Probation Agent.

Other Services geared towards reducing the overall number of Prison Commitments:

Substance Abuse Services:

Substance Use Counseling Services
Substance Abuse Assessments
Individual Substance Use Counseling
Group Substance Use Counseling
Complete Counseling Center
Fork in the Road Counseling
Key Development
Livingston County Catholic Charities
Advanced Behavioral Medicine
Karen Bergbower and Assoc.
PERS (Prevention Education Referral Services)
Connect 3 Housing – Sober Living

Domestic Violence Services:

LACASA
Complete Counseling
PERS
Livingston County Catholic Charities – Anger Management

Retail Fraud Services:

Economic Crime Prevention
PERS
Complete Counseling
ARM (Accepting Responsibility is Mandatory)

Other Services:

Thinking Matters Cognitive Behavioral Therapy
DNA (Drugs and Alcohol Drug Testing)
JSG (Judicial Services Group) – Tether
Smart Start – Tethers
Total Court Services – Electronic Monitoring
Victim Impact Panel
Mothers Against Drunk Driving Victim Impact Panel
Total Opiate Program through Total Court Services
Livingston County Catholic Charities Sex Offender Services
Red Barrel Program
Livingston County Community Alliance

2. Objective #2 is intended to impact the Group 2 Straddle Cell rate – please state the Objective:

STAY BELOW THE STATEWIDE AVERAGE PRISON COMMITMENT RATE OF 27.3% FOR GROUP 2 STRADDLE CELL OFFENDERS AND REDUCE LIVINGSTON COUNTY'S PCR AMONGST THIS POPULATION FROM 24.6% TO 23%.

Programs in support of Objective #2:

Thinking Matters Cognitive Behavioral Therapy – The strategy is to encourage the Judiciary to utilize structured sentencing options that include programs such as Thinking matters as well as to encourage MDOC agents to utilize programs such as Thinking Matters prior to violation of probation.

Community-based sanctions and services – The strategy is to emphasize the use of community-based sanctions and services for straddle sell offenders to reduce the number of prison commitments amongst this group of offenders.

Catholic Charities Outpatient Treatment Program – The strategy is to utilize this program to treat straddle cell offenders for substance abuse issues in an effort to provide education and tools to reduce subsequent use, reoffending, and the number of prison commitments amongst this group of offenders.

B: Recidivism Analysis

The updated Public Act 511 mandates that CCABs “Provide improved local services for individuals involved in the criminal justice system with the goal of reducing the occurrence of repeat criminal offenses that result in a term of incarceration or detention in jail or prison.” As such, CCABs are required to address recidivism within their comprehensive plan, with a specific emphasis on how the plan is intended to impact the local recidivism rates.

The State Board has defined recidivism as “Probation Violations, either technical or new sentence, resulting in prison,” and has identified Probation Violators as being indicative of performance in this area:

- i. Probation Violators with a new felony conviction resulting in a prison sentence
- ii. Technical Probation Violators resulting in a prison sentence

Based on OMNI Report 3, please use the following table to report the number of Probation Violators that resulted in a prison disposition for each listed category. Regional CCABs should list the Probation Violation Data for each County separately and provide a total, regional rate at the end of each row.

B-1: Using OMNI Felony Disposition data supplied by OCC for:

Previous Fiscal Year Recidivism Rates							
County Name	LIVINGSTON						Totals for Region:
Probation Violation - New Sentence to Prison							
Total	15						
Probation Violation – Technical to Prison							
Total	17						

B-2: Using OMNI Felony Disposition data supplied by OCC for the previous fiscal years:

1. Are Probation Violations increasing, decreasing, or stable?

INCREASING

2. Describe changes within the Probation Violation data for the previous two fiscal years. Report rates with detailed explanation:

PCR for PVs:

The total number of probation violations (new sentence and technical) for 2018 was 165. This is INCREASED from 160 in 2017. Despite this increase, the total number of prison commitments DECREASED from 38 in 2017 to 32 in 2018. Thus, the 2018 PCR for probation violations (PVs) is 19.4% (32 of 165). This is a DECREASE from 2017's PCR of 23.8% (38 of 160). The statewide 2018 PCR for PVs is 23.4% (2263 of 9663). Thus, Livingston County is BELOW the statewide average.

PCR BY GUIDELINE GROUP:

SGL NA – Amongst this guideline group, there were a total of 108 PVs (new and tech) and 18 resulted in prison commitments for a PV PCR of 16.6%

INTERMEDIATE – Amongst this guideline group, there were a total of 15 PVs (new and tech) and none resulted in prison commitments for a PV PCR of 0%

STRADDLE CELL – Amongst this guideline group, there were a total of 36 PVs (new and tech) and 9 resulted in prison commitments, for a PV PCR of 25%

PRESUMPTIVE – Amongst this guideline group, there were a total of 6 PVs (new and tech) and 5 resulted in prison commitments for a PV PCR of 83.3%

PCs AND PCR BY PV TYPE:

PV NEW SENTENCE – The total number of PVs with a new sentence was 58 in 2018. This number remained the same from 2017. Of these PVs, 15 resulted in prison commitments in 2018, down from 17 in 2017. Thus, the 2018 PCR for PVs new sentence is 25.9% (15 of 58). The statewide 2018 PCR for PVs new sentence is 29.3% (1248 of 4262). Thus, Livingston County is BELOW the statewide average.

Amongst SGL NA offenders, there were 6 new PVs in 2018, up from 2 in 2017. Only 1 SGL NA PV resulted in a prison commitment. There were no prison commitments amongst this group in 2017.

Amongst Intermediate offenders, there were 11 new PVs in 2018, down from 18 in 2017. There were no prison commitments amongst this group of offenders this year and only 1 last year.

Amongst straddle cell offenders, there were 35 new PVs in 2018, up from 34 in 2017. Of the 35 new PVs, 9 resulted in prison commitments, down from 12 prison commitments within this group in 2017.

Amongst presumptive offenders, there were 6 new PVs in 2018, up from 4 in 2017. 4 of the new PVs in this group resulted in prison commitments, which is the same as last year.

PV TECHNICAL VIOLATOR – The total number of PVTechs was 107 in 2018. This number is slightly increased from 101 in 2017. Of these, 17 resulted in prison commitments in 2018, down from 21 in 2017. Thus, the 2018 PCR for PVTechs is 15.9% (17 of 107). The statewide 2018 PCR for PVTechs is 18.8%. Thus, Livingston County is BELOW the statewide average.

Amongst SGL NA offenders, there were 102 PVTechs in 2018, significantly increased from 70 in 2017. In 2018, 17 of these PVTechs resulted in prison commitments whereas there were only 13 in 2017.

Amongst Intermediate offenders, there were 4 PVTechs in 2018, significantly decreased from 21 in 2017. There were no prison commitments amongst this group in 2018 and only 2 in 2017.

Amongst straddle cell offenders, there was only 1 PVTechs in 2018, whereas in 2017, there were 9. The PVTech in 2018 did not result in a prison commitment. In 2017, there were 5 prison commitments amongst this group.

And amongst presumptive offenders, there were zero PVTechs in 2018, as opposed to 2 in 2017, one of which resulted in a prison commitment.

3. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed.

The revival of Community Corrections has been a true collaborative effort. Local CCAB Meetings have been held on November 14th, January 15th, and April 9th. Community Corrections was discussed with criminal judges on February 19th and with all Livingston County judges at meetings held on August 20th, February 26th, March 20th. Community Corrections programming was discussed at Board of Commissioners meetings on January 23rd and January 28th. Community Corrections Manager and Chairperson met with facilitators of the Thinking Matters program and MDOC Agent supervisor on March 6th. New Judge Shauna Murphy expressed interest and was appointed to the LCCCAB on April 9th. Community Corrections manager attended trainings/meetings in Lansing on August 22nd and March 19th and hosted a regional meeting of managers on March 26th. In addition to a standing monthly conference call, Community Corrections manager also has frequent phone conferences with OCC grant specialist Molly Maynard. All of these things have a positive impact on the future of Community Corrections in Livingston County.

4. What steps will you take if you find that you are not meeting your objectives or your strategies are not being implemented as planned?

If objectives are not being met and strategies are not being implemented, stakeholders such as MDOC Adult Probation and Parole Agents Supervisors, District Court Probation Officers, Program Managers, Sheriff's Department, Community Corrections Staff and the LCCCAB will meet to develop and implement corrective strategies in order to meet stated objectives. If needed, monthly meetings may be held to review programs, objectives and reports to determine effectiveness and strategies will be fine-tuned to gain positive outcomes.

B-3: Recidivism Key Objectives and Strategies

NOTE:

- Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Each objective should be followed by **at least** one strategy (step, action, policy, and program) that will help you achieve your objective.
- Your objectives and strategies should be supported by the analysis above. Keep in mind that all programs for which you are requesting funding are considered **strategies**. Be sure to clearly identify them as strategies.

1. Objective #1 is intended to impact recidivism by targeting: **PROBATION VIOLATORS WITH A NEW SENTENCE**

State the Objective:

STAY BELOW STATEWIDE PCR AVERAGE OF 29.3% AND REDUCE LIVINGSTON COUNTY PCR AMONGST THIS POPULATION FROM 25.9% TO 24%.

Programs in support of Objective #1:

Thinking Matters Cognitive Behavioral Therapy - This strategy is a Cognitive Restructuring program that has individuals examine the core attitudes and beliefs that motivate thinking patterns and dictate behaviors. It will expose critical thinking errors that lead to repeated, illegal, negative or destructive behaviors and challenge individuals to develop new thinking patterns to help establish new core attitudes and beliefs therefore changing behavior.

With respect to Substance Abuse, the Adult Drug Treatment Court (ADTC) is designed to help participants address their substance use that led to criminal behavior. ADTC is presided over by the Honorable Michael P. Hatty and the team consists of treatment providers, defense attorney, assistant prosecutor, probation officers, and the judge. This interdisciplinary team meets twice a month for pre-court staffing meetings and court hearings. The success of this court in addressing substance abuse is achieved through judicial interaction, individual and group counseling, frequent and random drug and alcohol testing, and connections to community resources. Adult Drug Treatment Court provides support, incentives, and accountability to each participant so they are able to successfully complete the program.

With respect to non-compliance and criminal involvement, the Swift and Sure Sanctions Probation Program works to reduce recidivism, number of missed appointments, positive drug and alcohol tests, probation revocations, incarceration and improve the speed and efficiency of responding to probation violations. This is accomplished through intensive supervision provided by a dedicated program case manager who works collaboratively with a Michigan Department of Corrections Probation Agent.

Other Services geared towards reducing the overall number of Prison Commitments:

Substance Abuse Services:

Substance Use Counseling Services
Substance Abuse Assessments
Individual Substance Use Counseling
Group Substance Use Counseling
Complete Counseling Center
Fork in the Road Counseling
Key Development
Livingston County Catholic Charities
Advanced Behavioral Medicine
Karen Bergbower and Assoc.
PERS (Prevention Education Referral Services)
Connect 3 Housing – Sober Living

Domestic Violence Services:

LACASA
Complete Counseling
PERS
Livingston County Catholic Charities – Anger Management

Retail Fraud Services:

Economic Crime Prevention
PERS
Complete Counseling
ARM (Accepting Responsibility is Mandatory)

Other Services:

Thinking Matters Cognitive Behavioral Therapy
DNA (Drugs and Alcohol Drug Testing)
JSG (Judicial Services Group) – Tether
Smart Start – Tethers
Total Court Services – Electronic Monitoring
Victim Impact Panel
Mothers Against Drunk Driving Victim Impact Panel

Total Opiate Program through Total Court Services
Livingston County Catholic Charities Sex Offender Services
Red Barrel Program
Livingston County Community Alliance

2. Objective #2 is intended to impact recidivism by targeting: **TECHNICAL PROBATION VIOLATORS**

State the Objective: **STAY BELOW STATWIDE PCR AVERAGE OF 18.8% AND REDUCE LIVINGSTON COUNTY PCR AMONGST THIS POPULATION FROM 15.9% TO 14%.**

Programs in support of Objective #2:

Thinking Matters Cognitive Behavioral Therapy - This strategy is a Cognitive Restructuring program that has individuals examine the core attitudes and beliefs that motivate thinking patterns and dictate behaviors. It will expose critical thinking errors that lead to repeated, illegal, negative or destructive behaviors and challenge individuals to develop new thinking patterns to help establish new core attitudes and beliefs therefore changing behavior.

With respect to Substance Abuse, the Adult Drug Treatment Court (ADTC) is designed to help participants address their substance use that led to criminal behavior. ADTC is presided over by the Honorable Michael P. Hatty and the team consists of treatment providers, defense attorney, assistant prosecutor, probation officers, and the judge. This interdisciplinary team meets twice a month for pre-court staffing meetings and court hearings. The success of this court in addressing substance abuse is achieved through judicial interaction, individual and group counseling, frequent and random drug and alcohol testing, and connections to community resources. Adult Drug Treatment Court provides support, incentives, and accountability to each participant so they are able to successfully complete the program.

With respect to non-compliance and criminal involvement, the Swift and Sure Sanctions Probation Program works to reduce recidivism, number of missed appointments, positive drug and alcohol tests, probation revocations, incarceration and improve the speed and efficiency of responding to probation violations. This is accomplished through intensive supervision provided by a dedicated program case manager who works collaboratively with a Michigan Department of Corrections Probation Agent.

Other Services geared towards reducing the overall number of Prison Commitments:

Substance Abuse Services:

Substance Use Counseling Services
Substance Abuse Assessments
Individual Substance Use Counseling
Group Substance Use Counseling
Complete Counseling Center
Fork in the Road Counseling
Key Development
Livingston County Catholic Charities
Advanced Behavioral Medicine
Karen Bergbower and Assoc.
PERS (Prevention Education Referral Services)
Connect 3 Housing – Sober Living

Domestic Violence Services:

LACASA
Complete Counseling
PERS
Livingston County Catholic Charities – Anger Management

Retail Fraud Services:

Economic Crime Prevention

PERS

Complete Counseling

ARM (Accepting Responsibility is Mandatory)

Other Services:

Thinking Matters Cognitive Behavioral Therapy

DNA (Drugs and Alcohol Drug Testing)

JSG (Judicial Services Group) – Tether

Smart Start – Tethers

Total Court Services – Electronic Monitoring

Victim Impact Panel

Mothers Against Drunk Driving Victim Impact Panel

Total Opiate Program through Total Court Services

Livingston County Catholic Charities Sex Offender Services

Red Barrel Program

Livingston County Community Alliance

C: COMPAS Criminogenic Needs Profile

1. Please list the top 3 needs scales as identified within the COMPAS Criminogenic Needs and Risk Profile provided by OCC or as presented by your local needs data. Additionally, present both the local and OCC strategies that will impact the identified needs scales:

According to MDOC COMPAS Program Manager Michael Keck (via email on 3/20/19), updated COMPAS Criminogenic Needs Profile Data is not available and last year's data should be used for FY2020 Applications.

According to FY2017 Probation Violators COMPAS Criminogenic Needs and Risks Profile Report, Substance Abuse needs rank the highest at 75% for Livingston County followed by Non-Compliance history at 63% and Criminal involvement at 62%.

With respect to Substance Abuse, the Adult Drug Treatment Court (ADTC) is designed to help participants address their substance use that led to criminal behavior. ADTC is presided over by the Honorable Michael P. Hatty and the team consists of treatment providers, defense attorney, assistant prosecutor, probation officers, and the judge. This interdisciplinary team meets twice a month for pre-court staffing meetings and court hearings. The success of this court in addressing substance abuse is achieved through judicial interaction, individual and group counseling, frequent and random drug and alcohol testing, and connections to community resources. Adult Drug Treatment Court provides support, incentives, and accountability to each participant so they are able to successfully complete the program.

With respect to non-compliance and criminal involvement, the Swift and Sure Sanctions Probation Program works to reduce recidivism, number of missed appointments, positive drug and alcohol tests, probation revocations, incarceration and improve the speed and efficiency of responding to probation violations. This is accomplished through intensive supervision provided by a dedicated program case manager who works collaboratively with a Michigan Department of Corrections Probation Agent.

Non-compliance and criminal involvement are also addressed through the Thinking Matters program. The Thinking Matters curriculum uses a cognitive restructuring approach that teaches offenders how to identify anti-social thinking patterns that lead to repeated, illegal, negative, or destructive behaviors and assists them in developing new thinking patterns that establish pro-social core attitudes and beliefs through thinking reports and role rehearsals

2. Provide information regarding policies, procedures, program operations, pertinent issues or opportunities which emerged, or other factors which have positively/negatively affected the achievement of objectives--for example, local changes regarding early jail release, implementation of required program fees, stakeholders--CCAB manager or staff, judges, magistrates, prosecutor, sheriff, contractor/service providers. Briefly describe the impact and, if negative, how it was addressed.

Livingston County is working diligently to address the needs identified in the COMPAS Criminogenic Needs and Risk Profile. The Adult Drug Court was recently certified by the State Court Administrators Office and there is a renewed commitment from the newly appointed LCCCAB to design, implement, monitor, assess and evaluate programs designed to meet the needs identified.

The Judicial makeup of Livingston County has changed significantly in 2019. In the district court, the bench was downsized from 3 to 2 seats. Judge Carol Sue Reader retired and the seat was eliminated. Judge L. Suzanne Geddis was elected to the newly created Circuit Court seat and resigned her seat in the District Court. Outgoing Governor Snyder appointed Judge Shauna Murphy to the District Court on December 28th. District Judge Theresa Brennan has been off the bench since June of 2018, her docket having been removed by the Chief Judge and in early 2019, she was suspended by the Supreme Court. Visiting Judge William Hultgren is covering the District Court Docket in her absence. On the Circuit side, long time Judge David Reader announced his sudden resignation. Judge Geddis, Judge Hatty and Judge Cavanaugh share the circuit court criminal docket.

3. What steps will you take if you find that you are not meeting your objectives or your strategies are not being implemented as planned?

If objectives are not being met and strategies are not being implemented, stakeholders such as MDOC Adult Probation and Parole Agents Supervisors, District Court Probation Officers, Program Managers, Sheriff's Department, Community Corrections Staff and the LCCCAB will meet to develop and implement corrective strategies in order to meet stated objectives. If needed, monthly meetings may be held to review programs, objectives and reports to determine effectiveness and strategies will be fine-tuned to gain positive outcomes.

D: Local Vocational/Educational Initiatives

Please explain in detail what is being done locally to address the local vocational/employment needs of offenders. Include both local and OCC funded initiatives.

Work Skill Corporation (WSC) – WSC provides services focused on helping individuals secure and retain employments. WSC serves people with employment barriers such as criminal backgrounds by offering progressive education and vocational development opportunities based on a person-centered approach. WSC's Employment and Training Services help people identify what type of jobs they would like to pursue and then support them with becoming work-ready. Placement services assist individuals in finding jobs. WSC's Production Services Department performs work for the automotive industry as a Tier I and Tier II supplier as well as other businesses and industries. This area supports employment and training services by providing a real work setting for assessment and training programs. Action Associates is the staffing arm of WSC. Action provides temporary, contract and permanent placement of professional, skilled trades, administrative and industrial personnel to private business and government. Other services offered by WSC include:

- Vocational Evaluations
- Career Explorations
- Work Experiences
- Job Tryouts
- Community Based Assessments

- On-the-Job Training's
- Situational Assessments
- Pre-Employment Interview Assessments
- Specialized Assessments (Clerical, PC Skills, A+ Certification,
- Forklift Operation, Custodial Skills)
- Job Shadowing

Livingston Human Service Agency (OLHSA)- OLHSA works with offenders to create meaningful change and real opportunities for success. Through their Economic Responsibility Program, OLHSA offers financial incentives for successful completion. The "Getting Ahead" program is an internationally recognized workshop taught by facilitators in a "kitchen table" format in which participants learn to build resources for a better life by moving from thinking about making a change to creating a plan for reaching their goals. Participants build an individualized plan to reach their goal of a stable, secure life. OLHSA also has Referral Programs that assists offenders in finding the available programs and services to meet their needs. If those needs cannot be met at OLHSA, offenders are referred to other local agencies or organizations for help.

Livingston County Department of Veterans Affairs – The Department of Veterans' Services is dedicated to providing services and programs to the 12,300 veterans residing in Livingston County particularly by connecting veterans with a Veterans Career Advisor as well as assisting veterans with programs administered by the state such as the Michigan Works Veterans Job Representative for employment assistance. Veterans services is committed to connecting employers with veteran talent and reducing barriers to employment, such as skills translation and identifying the right talent for the opportunity. For veterans, this includes leveraging service providers who can assist with resume development and interview preparation and identifying opportunities with employers seeking veteran talent. For employers, this includes making it easier to navigate available resources, sharing best practices for recruitment, hiring and retention and partnering to conduct targeted outreach to the right veteran talent for the opportunity.

Community Mental Health Services of Livingston County –The Community Independence Program is a recovery-focused service that provides support to individuals so they can live successfully in the community. Case managers, therapists and peer support specialists work with individuals to develop goals toward their recovery. Case managers and therapists help individuals link with community resources for physical health, housing, employment, benefits and other needs. The staff and individuals work together to build strengths and learn skills to minimize the impact of symptoms related to mental illness and possibly substance use.

Jail Education Services – In an effort to reduce rates of recidivism by giving those within the criminal justice system an opportunity of an education, there are a number of educational services available to inmates such as:

- G.E.D. Preparation Class - Instruction includes assessment through pre-testing.
- Life Skills - The Life Skills classes address a number of areas including making personal challenges through positive change, taking responsibility, building healthy positive values, developing self-esteem, coping skills, and stress management.
- Parenting Skills/Family Dynamics - This class addresses physical, emotional, social, and cognitive development of a child from birth through the teen years. This class also addresses positive guidance, discipline, and responsibility by learning model behavior and healthy parenting.

- **Job Skills** - These classes address challenges facing the ex-offender. They learn the importance of goal setting. They learn to focus on strengths, attitudes, choices, enthusiasm, confidence, and self-preparation. There is also information regarding awareness and utilization of community resources and resume writing.

Livingston Educational Service Agency (LESA) - The Adult Education Program affords eligible individuals the ability to work on improving basic mathematics and/or reading skills, complete courses to obtain their high school diploma, or prepare for the high school equivalency (GED) tests. In order to be eligible, enrollees must be at least 18 years of age as of July 1 of the current school year, and a minimum of four years must have passed since originally being enrolled in high school. Teachers are available throughout the week to work directly with enrolled individuals, both in-person, and through on-line classes.

Michigan Works! - There are many Michigan employers who provide employment opportunities for ex-offenders who are willing to work hard and commit themselves to a new employment opportunity. With a statewide network of Service Centers, the Michigan Works! system serves nearly four million customers.

Convicted Felon-Friendly Employers – A number of local companies provide employment opportunities for offenders including:

- Ty Summit
- Key Plastics
- The Home Depot
- Qualified Staffing

E: Local Initiatives to Address Persons with Substance Use Disorder(s)

Please explain in detail what initiatives are in place to address offender substance abuse needs. Include both local and OCC funded programs.

Key Development Center (KDC) - Key Development Center provides outpatient substance abuse treatment services for adolescents, women, men & DUI/DWI offenders. Services provided include:

SARF - Screening, Assessment, Referral & Follow-up

CAIT - Community Change, Alternatives, Information & Training/Education

Outpatient - Counseling & Treatment Services

Case Management - A substance use disorder case management program that coordinates, plans, provides, evaluates and monitors services for recovery from a variety of resources on behalf of and in collaboration with a client who has a substance use disorder.

Early Intervention - KDC program include stage-based intervention for individuals with substance use disorders that are in the early stages of recovery.

Integrated Treatment for Persons with Mental Health and Substance Use Disorders - KDC's services offer and provide both substance use disorder and mental health treatment in an integrated manner as evidenced by staffing, services and program content.

Peer Recovery and Recovery Support - KDC programs that are designed to support and promote recovery and prevent relapse through supportive services that result in the knowledge and skills necessary for an individual's recovery. Peer recovery programs are designed and delivered primarily by individuals in recovery and offer social emotional and/or educational supportive services to help prevent relapse and promote recovery.

Community Mental Health Services of Livingston County – CMH operates as the Substance Abuse Coordinating Agency for offenders who live in Livingston County with Medicaid or no insurance. The clinician works with the offender to determine the best level of care in the community. Offenders are connected with a community providers for substance abuse services. Providers offer a range of services including:

- engagement groups
- peer support services
- case management
- individual therapy medication management for co-occurring substance use and mental health disorders
- connection to the local recovery community
- detox and residential services

CMH's goal is to help people recover within their community and develop strong recovery supports for their sustained success over time. Additionally, Livingston CMH works closely with the specialty courts such as Drug Court, Family Treatment Court and Intensive Treatment Court.

CMH Assertive Community Treatment - This service provides outreach to people in the community. Case managers and a team of others provide services and supports to each individual. People receiving this service work with a psychiatrist, nurse, case managers and peer support specialist who are all integral to the team. This service is designed for individuals who have experienced multiple hospitalizations due to mental illness. It focuses on helping people stabilize on medications and live successfully and independently in the community. Like all programs, ACT also helps people in their recovery from substance use.

CMH Adult Recovery Services - The Adult Recovery Services helps individuals to recovery from the challenges of co-occurring mental health and substance use. Therapists and peer support specialists work toward recovery to stabilize symptoms and growth through challenges to find hope. Therapists provide individual and group treatment options as well as case management supports. Groups are based on evidence-based treatment models and are matched to a person's stage of treatment. This program offers certified integrated Dual Disorders Treatment and Dialectical Behavior Treatment as an option. Services are designed to meet individual's unique needs and are offered in the community and in the office.

CMH Community Independence Program - The Community Independence Program is a recovery-focused service that provides support to individuals so they can live successfully in the community. Case managers, therapists and peer support specialists work with individuals to develop goals toward their recovery. Case managers and therapists help individuals link with community resources for physical health, housing, employment, benefits and other needs. The staff and individuals work together to build strengths and learn skills to minimize the impact of symptoms related to mental illness and possibly substance use.

CMH Stepping Stones Engagement Center - Stepping Stones Engagement Center is a recovery-based program with a warm and welcoming environment in which adults with substance use and co-occurring needs can obtain support, advocacy, recovery planning and referrals outside the normal business day (5pm-9am weekdays and 24 hours on weekends). Insurance or lack thereof is not a barrier to treatment. Stepping Stones is based on the "Living Room" model which aims at providing support to individuals in recovery, improving gaps in service delivery, reducing emergency room visits and having "no wrong door" access to services in the community. The Staff includes licensed clinicians, peer support specialists and mental health assistants.

Livingston County Catholic Charities –

Substance Abuse Prevention:

Communities Mobilizing for Change on Alcohol (CMCA) – This is a Substance Abuse Mental Health Services Administration (SAMHSA) model program. CMCA is being employed in Livingston County to increase the community's awareness of substance abuse issues, to decrease adult binge drinking, and to reduce youth alcohol use. The program is being implemented in partnership with the Livingston County Community Alliance and the Livingston Community Prevention

Substance Abuse Counseling - The primary goal of treatment at Livingston County Catholic Charities is to assist the client towards recovery from chemical dependence and its impact on healthy daily functioning. An individual who engages in substance abuse treatment is expected to maintain abstinence. The program is comprised of:

- Comprehensive Individual Assessment
- Treatment Planning
- Individual and Group Therapy
- Community Support
- Family Therapy

Treatment is designed to deal with issues which hinder a person from moving forward in their life and to enhance their ability to develop healthy daily functioning.

The Livingston County Community Alliance (LCCA) is a non-profit, county wide coalition that mobilizes members of our community to take action to address substance abuse issues. LCCA promotes healthy community standards regarding alcohol, tobacco, and other drug use. In addition, the LCCA advocates for the development of a comprehensive, substance abuse service delivery system.

Great Lakes Recovery Centers (GLRC) - Great Lakes Recovery Centers believes that chemical dependency – alcohol or other drug addiction – is a disease that affects individuals, family members, and the community. GLRC provides “rehab” or “in-patient treatment”, residential substance abuse treatment which refers to a short-term (30 day) or long-term (more than 30 day) arrangement, where clients live in a therapeutic environment, alongside other clients, with 24-hour supervision and access to on-site clinicians. The general intent is to provide the tools that will allow clients to cease substance abuse in order to avoid the negative psychological, legal, financial and health consequences. Clients typically suffer from symptoms of dependence on psychoactive substances such as alcohol, prescriptions drugs or various “street drugs” such as heroin, amphetamines, or cocaine.

Treatment usually includes:

- Assessments of physical and mental health, substance abuse and coordination of medical services
- A designated counselor and individualized treatment plan for each client
- Individual and Group Therapy Sessions
- Transition planning (finding stable housing, securing access to follow up care, employment and/or educational services, and other community resources)

Personalized Nursing LIGHT House's (PNLH) – PNLH is a behavioral healthcare facility that offers residential services to substance abuse offenders which is dedicated to:

- Increase client well-being.
- Decrease addiction severity.

- Improve the quality of clients' mental health.
- Improve clients' primary physical health.
- Contribute positively to society.

All services integrate substance use disorder, mental health and primary health care treatment into cohesive, and client-centered programs.

Complete Counseling Center – Complete Counseling Center is a provider of outpatient, CAIT (Community Change, Alternatives, Information and Training), and SARF (Screening, Assessment, Referral and Follow-up) substance abuse education and treatment serving at-risk populations and people with substance abuse issues throughout Livingston County. Complete Counseling provides outpatient education, assessments and outpatient treatment designed to provide insight and meaningful intervention to break the cycle of abuse.

Outpatient Education:

TARGET Education Program- This is a basic alcohol awareness program that commonly addresses first-time offenders whose Blood Alcohol Concentration (BAC) levels are low and concerns about habitual use are minimal.

MASA Education Program - The Mind-Altering Substance Awareness (MASA) Education Program is a basic marijuana and other drug awareness program that is considered to be an early intervention program designed to increase understanding and awareness of problems created by non-habitual use.

HALT Education Program - The How Alcohol Leads to Trouble (HALT) Education Program is a 10-week intensive alcohol and other drug education program that combines education, self-assessment, and skill building in an interactive environment. The goal is to provide an in-depth understanding of alcohol and other drug usage, and how it impacts numerous aspects of a person's life. The program helps intervene with use by thoroughly covering the negative aspects that use creates, and suggests interaction with interventions that are commonly used.

Outpatient Treatment:

Outpatient Group Treatment - This program focuses on all aspects of use and integrates a person into the Alcoholics Anonymous (AA) 12-Step Recovery Program. The program consists of an intake appointment, 12 group sessions, and a final session. This program is designed for habitual users where treatment is considered necessary for intervention.

Outpatient Individual Treatment Sessions - These are individual one-to-one sessions with a therapist who specialize in the treatment of the specific problems of the individual.

Domestic Violence Program - This is a 14-week program that uses evidence-based practices to encourage engagement, support motivation to change, and provide relapse prevention. The Domestic Violence (DV) Program is held in group format with individual sessions as needed. This program is designed to intervene in the development of abusive relationships and to provide insight and meaningful intervention to break the cycle of abuse.

Urine Drug Testing - Complete Counseling Center Inc. provides secure on-site drug testing collection. Lab results are verified by a licensed toxicologist. Complete Counseling Center Inc. provides one-time testing or scheduled random testing

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F: Other Local Initiatives

1. Present any local priorities such as development of criminal justice coordinating councils, Specialty Courts, public education, etc., which have not been identified in the above sections, but have an impact on the performance indicators:

All local priorities which have an impact on performance indicators have been identified above.

2. Please explain how the Comprehensive Plan, in coordination with the above Local Initiatives, will impact the State Board Priorities, and ultimately offender success:

The newly revived Community Corrections Advisory Board is committed to maximizing funding to implement community-based corrections programs to provide alternative sanctioning options to incarceration while ensuring public safety, reducing recidivism, and addressing the unique needs of local offender and at-risk population groups.

G: Jail Data Analysis:

- Using JPIS or local snapshot data, please provide information pertaining to the number of offenders on record as well as the ADP % of housed inmates for each of the categories below.
- Please fill out each answer for this section completely, with the correct information. Applications with incomplete data may be rejected.

(NOTE: Regional CCABs should complete analysis for each county.)

Current Jail Utilization						
County	LIVINGSTON					
General Information						
RDC (Rated Design Capacity)	411					
Utilization as % of RDC	65%					
Number of off-line beds						
Felon Population						
Sentenced Felons	51					
Unsentenced Felons	22					
Misdemeanant Population						
Sentenced Misdemeanants	89					
Unsentenced Misdemeanants	18					
<ol style="list-style-type: none"> 1. Does your county have a written county jail population management plan per PA 139 of 2007? YES 2. In the previous year, did your sheriff initiate a reduction in population because the jail exceeded 95% of RDC for 5 consecutive days per Public Act 140 of 2007? NO. If YES, explain how this was carried out: 						

3.	In the previous FY, how many times did the county declare an official (in writing) jail overcrowding state of emergency (over 100% of RDC for 7 consecutive days) per Public Act 140 of 2007? NONE
4.	Does your jail submit JPIS data? YES If not, please provide a rationale for not submitting JPIS data:
5.	What vendor or jail management software is used to report jail utilization? Superior, OneSolutionJMS

G-1: Using JPIS data (or local data as available) provide an analysis of local jail utilization including the average daily populations/lengths of stay of jail populations including felon and misdemeanor utilization, sentenced and unsentenced populations, partially sentenced populations, boarders, and offense categories. (Regionals: use carriage return [Enter] to separate information by jail)

1.	This application uses JPIS
2.	Are bookings up, down, or stable? STABLE
3.	Describe changes in ADP or AvLOS for the population groups reported above: For the period of 10/1/16-9/30/2017, the ADP was 194.4. ¹ For the period of 10/1/17-9/30/18, the ADP increased to 257.81. This is of increase of 33%. For the period of 10/1/16-9/30/2017, the AvLOS was 29.28. For the period of 10/1/17-9/30/18, the AvLOS slightly decreased to 27.52. This is less than a 10% decrease, just under 2 days.
4.	Provide additional information to explain your jail utilization here including changes in stakeholders, law enforcement priorities, bed closures, etc.: NA

G-2: Describe policies and practices that influence jail population:

1.	Does the jail have a bed allocation plan? NO
2.	Does the jail accept boarders from other counties? NO If YES, what is the daily rate charged for a boarder?
3.	Does the jail have a county-imposed cap on local bed utilization to provide space for boarding? NO If YES, report number of boarders and the % of the RDC for all boarders.
4.	Does the jail accept MDOC or Federal boarders under contract? YES If YES, what is the daily rate charged for MDOC and/or Federal boarders? \$87.00
5.	What was the revenue from boarders for the previous year? \$1.7M
6.	Provide additional analysis you feel is necessary to explain your jail utilization: NA

¹ All analysis with respect to jail utilization is based on JPIS data provided by the Michigan Department of Corrections, Office of Community Corrections.



Program Description

Administration

FY: 2020

CCAB: LIVINGSTON

Administration –

Administration is defined as those activities and related costs that have been incurred for the overall executive and administrative functions of the local office or other expenses of a general nature that do not relate solely to the operation of a specific program as defined/approved within the local plan. They are costs that by their nature are administrative in support of the overall duties and functions of the local OCC. This category must also include its allocable share of fringe benefits, costs, operation and maintenance expenses, and if applicable, depreciation and interest costs.

NOTE: A **SUPPLY** has a life expectancy of less than a year (paper, toner, folders, urine testing supplies, etc.) while **EQUIPMENT** has a life expectancy of more than a year (fax machine, PBT, leaf blower).

1. Identify administrative staff and the duties and responsibilities of those staff:
<p>a. How frequently are CCAB meetings held?</p> <p>Pursuant to the bylaws:</p> <p>“Regular Meetings of the LCCCAB shall be held on a pre-announced schedule, at least quarterly, at such time and place as the LCCCAB shall determine and designate.”</p>
<p>b. Describe what is done to prepare/prepare board members for CCAB meetings:</p> <p>Prior to the local CCAB meeting, a proposed agenda is sent by email from the Manger to all CCAB members for information and input. A copy of the agenda is also posted on the Community Corrections web page. Documentation in support of the proposed agenda is similarly distributed to board members at least a week in advance of the scheduled meeting. Copies of the finalized agenda, supporting documentation, and prior meeting minutes are made available on the date of the meeting.</p>
<p>c. What is included on CCAB meeting agendas? (please remember to forward agenda and meeting minutes to our office):</p> <p>The local CCAB meeting agendas may include but is not limited to the following:</p> <ul style="list-style-type: none">Call to OrderApproval of AgendaApproval of Previous Meetings' MinutesCall to the PublicReview of Prison Commitment RatesJail Utilization Update



Program Description

Administration

Program Utilization and Effectiveness Update
Status of Contractual Obligations
Expenditures and Reimbursements Update
Personnel Updates (if any)
Correspondence from Lansing Office of Community Corrections
Roundtable
Other Reports
Call to the Public
Adjourn

- d. Describe how expenditure reports are processed and verified then forwarded to OCC in Lansing:

The Community Corrections Manager maintains program files, including program referrals, required assessments, eligibility documentation, case notes, etc. There are reconciled with invoice sent by subcontractors or service providers and processed on a monthly basis. The Manager prepares the expenditure reports which are then forwarded to the CCAB and the State for review.

- e. How are utilization and expenditures monitored?

The Community Corrections manager will analyze and study spreadsheets and budgets to understand the relationship between program utilization and budget expenditures to ensure proper cost allocation practices are being utilized. The Manager will ensure that expenditure reports, which are based on allowable costs for services delivered, are submitted to OCC each month, as required by the contract.

As a contractual requirement, how often does the manager meet with, visit, and evaluate contracted programs?

The Community Corrections Manager will develop subcontracts or services as required—often with assistance from county administration to ensure compliance with county purchasing policies—and review programs delivered under subcontract as needed to ensure compliance with approved program descriptions and contractual specifications.

How often does the manager meet with probation supervisors/officers?

As needed

Explain: The Manager will meet as needed with the MDOC Probation Agent Supervisor and/or the Head District Court Probation Officer.

- h. How often does the manager meet with the prosecutor?



Program Description

Administration

As needed

Explain: The Prosecuting Attorney and/or his designee attend LCCCAB meetings and actively provides input. If contact is needed above and beyond this interaction, meetings will be arranged by the Manager

i. How often does the manager meet with judges?

As needed

Explain: The Manager meets as needed with Judges on issues of referrals and desired programming designed to reduce the overall PCR rate in the County

j. How often is program utilization reviewed?

The Community Corrections Manager monitors the implementation of the plan and reports the status back to the CCAB and the State. This includes monitoring program utilization on an ongoing basis as well as monitoring progress toward meeting objectives, and expenditures. The manager is responsible for satisfactorily addressing contractual conditions or the county could risk loss of funding for non-compliance.

What actions are taken when programs are under- or over-utilized?

The Manager will continually monitor program enrollments for under- or over-utilization and will routinely share relevant information with the CCAB and referral sources so adjustments can be made to meet anticipated outcomes.

The Manager will contact Probation Agents and inform them of the needs of the program and ascertain the needs of the probationers.

l. How much time is spent reviewing OMNI and jail data?

As needed

Explain: Omni and Jail data will be reviewed as need to comply with grant reporting requirements and to determine and project present and future needs

m. How much time is estimated to be spent developing the strategic plan for the application?

On going and as needed to determine and project present and future needs

Describe when and how the plan is developed: The annual meeting of the LCCCAB shall be held in April of each year. The business of that meeting per



Program Description

Administration

the bylaws shall be to adopting the implementation plan for the fiscal year beginning October 1

- n. Describe the involvement of other stakeholders or subcommittees in data analysis or plan/program development.

The current plan is examined by the Manager and information is regularly presented to the LCCCAB to determine the ongoing effectiveness and participation in programming. Members of the LCCCAB get together during the course of the plan year to discuss improvements in programming. The Manager, after reviewing statistical information on the needs of the community as reflected in enrollment, and success rates of current programs, makes proposals as to the continuation or discontinuance of programs to the LCCCAB as a body. Where necessary, subcommittees meet to research and/or develop more effective programs. Proposed changes are brought to the LCCCAB for discussion and vote. Programs and the Plan are then reviewed by the Livingston County Board of Commissioners for approval.

What is your plan to educate all stakeholders?

Explain: Frequent communication at meaningful and regularly scheduled LCCCAB meetings.



Program Description

Group Programming

CCAB: LIVINGSTON	FY: 2020	<i>For OCC Use Only:</i> <i>Approved CCIS Code:</i> <i>Approved Projected Enrollment:</i> <i>Budget Recommendation:</i> <i>Conditions:</i> <i>Coordinator:</i>	
Local Program Name: THINKING MATTERS			
Service Provider: Kathryn Heath and Dan Lorigan and/or TBD			
CCIS Service Type: C01-Cognitive Programming			
Projected Enrollment: 200 MDOC participants			
Projected Length of Stay: 12 Weeks			
Does this program also use DDJR funding? NO If YES, how many OUIL 3rds are projected?			
Program Location (select all that apply):	Jail: x	Residential: <input type="checkbox"/>	Community: x
Program Status (new, modification, continuation): Continuation			
If a modification, describe here:			
List projected enrollment by member county: 200			

GROUP/CLASS DELIVERED PROGRAMMING –

- This form is for program activities delivered through a group or class-type structure.
- Groups that are cognitive in nature must be separate for both male and female populations.
- When developing eligibility criteria, think about what behavior or characteristics in addition to addressing PCRs or jail utilization that the program is intended to address.
- Cognitive, Life Skills, Employability Skills, Education and Domestic Violence programs are all programs that would use this form.
- If this form is utilized for an Employability Skills group, the County must clearly identify how it is not a duplication of services provided through the Michigan Works Agency or other local workforce development agencies in (3.h.).
- G00 is an option for “other” group-type programming not specifically identified here (discuss with your coordinator first).

ANSWER ALL QUESTIONS USING “NA” IF NOT APPLICABLE TO THIS PARTICULAR PROGRAM.

<p>1. Copy the objective(s) from your felony and/or recidivism analysis (Part I) that this program is designed to address:</p> <p>a. PCR Objectives:</p> <p>i. Overall Prison Commitment Rate Objective, which states:</p> <p>STAY BELOW THE STATEWIDE AVERAGE PRISON COMMITMENT RATE OF 19.8% AND REDUCE LIVINGSTON COUNTY’S OVERALL PCR FROM 17.2% TO 16%</p> <p>ii. Group 2 Straddle Cell Objective, which states:</p> <p>STAY BELOW THE STATEWIDE AVERAGE PRISON COMMITMENT RATE OF 27.3% FOR GROUP 2 STRADDLE CELL OFFENDERS AND REDUCE LIVINGSTON COUNTY’S PCR AMONGST THIS POPULATION FROM 24.6% TO 23%.</p> <p>b. Recidivism Objectives:</p> <p>i. Probation Violator New Sentence, which states:</p>
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Program Description

Group Programming

STAY BELOW STATEWIDE PCR AVERAGE OF 29.3% AND REDUCE LIVINGSTON COUNTY PCR AMONGST THIS POPULATION FROM 25.9% TO 24%

- ii. Probation Violator Technical, which states:

STAY BELOW STATEWIDE PCR AVERAGE OF 18.8% AND REDUCE LIVINGSTON COUNTY PCR AMONGST THIS POPULATION FROM 15.9% TO 14%.

2. Based on your objective(s), what is your target population?

X Felons

X Pretrial

Other (briefly describe):

3. Describe the program:

- a. Describe eligibility criteria, including exclusionary criteria, for an assessment. Including requirements for assessments and assessment results.

Felony offenders scoring medium to high on the COMPAS Criminogenic Needs and Risk Assessment. Also Probation Violators regardless of COMPAS score.

- b. Assessment (not screening) is the foundation of evidence-based practices. Referrals to programs should be based upon assessed needs. Please describe your assessment practices below:

A COMPAS assessment is administered for felony offenders during the presentence interview and recommendations are developed from information gathered from the COMPAS score. Those offenders scoring medium to high on the risk assessment shall be eligible for the programming.

- i. Is a risk and/or need assessment required **prior to referral** or admission to this program? YES

- ii. What assessment is used, identify the tool: COMPAS

- iii. Who completes the assessment? MDOC Probation Agents

- c. Identify who is responsible for confirming eligibility and describe the process.

MDOC Probation Agents confirm eligibility and make a referral if appropriate.

- d. Describe the program design (programs using this description form should be delivered through a group or class structure):

- i. Name of curriculum: Thinking Matters

- ii. Is the group open or closed? Open

- iii. What is the minimum/maximum number of participants per group, as identified in the curriculum? 3/10

- iv. How many sessions will be completed per group? 12



Program Description

Group Programming

- v. What is anticipated number of groups that will be conducted during the fiscal year?

Jail Groups: 4 groups weekly held on Thursday (2 men, 2 women) = 106 groups

Community Groups: 5 groups weekly held on Tuesday evenings and Thursday afternoons (3 men, 2 women) = 255 groups

TOTAL NUMBER OF GROUPS: 357

- vi. What is the length of each group session? Approx. 1.5 hours

- vii. Identify what skills are taught in this program:

The Thinking Matters curriculum uses a cognitive restructuring approach that teaches offenders how to identify anti-social thinking patterns that lead to repeated, illegal, negative, or destructive behaviors and assists them in developing new thinking patterns that establish pro-social core attitudes and beliefs through thinking reports and role rehearsals.

- viii. If the group occurs in various locations, (jail/residential/community) identify how participants transition between them:

For successful completion of the program, participants must complete at least 5 worksheets. Continuity of facilitators ensures successful transition between locations for maximum completion rates. Facilitators will identify when the offender has mastered the skills necessary to warrant completion/graduation from the program.

- e. Identify the training or credentials held by your service provider qualifying him/her to provide this service:

Current facilitators have completed the Thinking Matters Facilitator Training conducted by Mr. Abe French. Any additional facilitators will be required to undergo the same training.

- f. How are delivered services and offender progress and participation documented by the service provider? (i.e., progress notes, case notes and/or group notes)

The facilitators keep track of participants through sign in sheets and collected worksheets. Group progress notes for each individual must also be documented.



Program Description

Group Programming

- g. How is offender progress/participation reported to the probation officer or referral source? Include frequency of reporting positive and negative progress and types of reports provided such as intake, monthly, termination, etc.

Participation is reported to Probation Agents by the Facilitators via email upon participant entry and discharge. Probation Agents will be notified of any issues that arise with regards to the participants via email from the Facilitator. Monthly progress reports should be provided to the referring/supervising agent.

- h. Review your answers above. Summarize other aspects of the program not specifically identified above that you feel are critical to understanding this program including how this program is not a duplication of services provided through Michigan Works or other local workforce development agencies:

This is a Cognitive Restructuring program that has individuals examine the core attitudes and beliefs that motivate thinking patterns and dictate behaviors. It will expose critical thinking errors that lead to repeated, illegal, negative or destructive behaviors and challenge individuals to develop new thinking patterns to help establish new core attitudes and beliefs therefore changing behavior.

In order to be most convenient to the greatest number of participants, the community-based Thinking Matters groups will be held at the Judicial Center outside of normal working hours. In order to ensure the safety of the participants as well as the facilitators, having a uniformed security officer present is essential. Security will be provided by the Livingston County Sheriff's Department.

4. A program must meet at least one of the following objectives and there should be consistency between the objectives and strategies identified in Part I of your application, your targeting and eligibility noted above and your response here.

- a. **Will this this program reduce prison commitments?** YES.

This program will reduce PCR by providing skills to develop prosocial behavior and by impacting criminal behavior by teaching how to identify, monitor and change the thinking that is fundamental to these behaviors.

- i. **Clearly describe how this program will impact the PCR:**

Thinking Matters will provide participants with evidence-based cognitive behavioral restructuring that has been proven to positively impact PCRs.

- b. **Is this program intended to impact recidivism?** YES



Program Description

Group Programming

This program will decrease recidivism rates by providing skills to develop prosocial behavior and by impacting criminal behavior by teaching how to identify, monitor and change the thinking that is fundamental to these behaviors.

i. Clearly describe how recidivism will be impacted:

Thinking Matters will provide participants with evidence-based cognitive behavioral restructuring that has been proven to positively impact recidivism.

5. Develop additional performance indicators based on your program design such as newly acquired or improved skills, tests passed, pre/post test results, etc., as you deem appropriate. Contact your grant coordinator for assistance if necessary.



Program Description

Outpatient Treatment Programming

CCAB: LIVINGSTON		FY: 2020		<i>For OCC Use Only:</i> <i>Approved CCIS Code:</i> <i>Approved Projected Enrollment:</i> <i>Budget Recommendation:</i> <i>Conditions:</i> <i>Coordinator:</i>
Local Program Name: TBD/SUBSTANCE ABUSE SERVICES				
Service Provider: TBD				
CCIS Service Type: G18 – Outpatient Services				
Projected Enrollment: 70 MDOC participants				
Projected Length of Stay: 14-16 weeks or as needed				
Does this program also use DDJR funding? NO If YES, how many DDJR offenders projected?				
Program Location (select all that apply):		Jail: X	Residential: <input type="checkbox"/>	Community: X
Program Status (new, modification, continuation): NEW				
If a modification, describe here:				
List projected enrollment by member county: 70				

GROUP/CLASS DELIVERED PROGRAMMING –

- Groups must be separate for both male and female populations.
- When developing eligibility criteria think about what behavior or characteristic in addition to addressing PCRs or jail utilization that the program is intended to address.
- Use of individual sessions should be described.
- G18 –Outpatient Treatment, : Counties should exhaust all other funding resources (i.e. Medicaid) before utilizing P.A. 511 funding.
- If this is an Intensive Outpatient Treatment program, you must use SAMHSA guidelines.

ANSWER ALL QUESTIONS USING “NA” IF NOT APPLICABLE TO THIS PARTICULAR PROGRAM.

<p>1. Copy the objective(s) from your felony and/or recidivism analysis (Part I) that this program is designed to address:</p> <p>a. PCR Objectives:</p> <p>i. Overall Prison Commitment Rate Objective, which states:</p> <p>STAY BELOW THE STATEWIDE AVERAGE PRISON COMMITMENT RATE OF 19.8% AND REDUCE LIVINGSTON COUNTY’S OVERALL PCR FROM 17.2% TO 16</p> <p>ii. Group 2 Straddle Cell Objective, which states:</p> <p>STAY BELOW THE STATEWIDE AVERAGE PRISON COMMITMENT RATE OF 27.3% FOR GROUP 2 STRADDLE CELL OFFENDERS AND REDUCE LIVINGSTON COUNTY’S PCR AMONGST THIS POPULATION FROM 24.6% TO 23%.</p> <p>b. Recidivism Objectives:</p> <p>i. Probation Violator New Sentence, which states:</p>
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Program Description

Outpatient Treatment Programming

STAY BELOW STATEWIDE PCR AVERAGE OF 29.3% AND REDUCE LIVINGSTON COUNTY PCR AMONGST THIS POPULATION FROM 25.9% TO 24%

ii. Probation Violator Technical, which states:

STAY BELOW STATEWIDE PCR AVERAGE OF 18.8% AND REDUCE LIVINGSTON COUNTY PCR AMONGST THIS POPULATION FROM 15.9% TO 14%.

2. Based on your objective(s), what is your target population?

X Felons

X Pretrial

Other (briefly describe):

3. Describe the program:

a. The COMPAS assessment is considered a screening tool for outpatient treatment. Please identify the COMPAS scores/needs for your target population. Describe:

Felony offenders scoring medium to high on the COMPAS Criminogenic Needs and Risk Assessment and probable to highly probable in the substance abuse needs scale. This only indicates a need for a Substance Use Assessment.

b. Assessment is the foundation of evidence-based practices. Enrollments in treatment programs should be based upon assessed needs by a licensed or credentialed professional. Please describe your assessment practices below:

A COMPAS assessment is administered for felony offenders during the presentence interview and recommendations are developed from information gathered from the COMPAS score.

i. What assessment is used, identify the tool:

A standardized biopsychosocial assessment will be used. Assessments must provide a DSM5 diagnosis using ASAM criteria which gives a level of care on the ASI index.

An intake assessment shall be completed by the treatment provider prior to the participant beginning treatment. This assessment should be used to monitor a participant's progression through treatment and participation in our specialty court program. The outcome of the assessment shall be communicated to the Court. This assessment shall provide the following information:

1. Substance abuse history of participant and family
2. Prior treatment history
3. Participant attitude/prognosis for change
4. Recommended treatment modality.

ii. Who completes the assessment? Provider TBD



Program Description

Outpatient Treatment Programming

iii.	Does the assessment result in a recommended level of treatment per American Society of Addiction Medicine (ASAM) criteria? YES
c.	Identify who is responsible for confirming eligibility and describe the process. Provider confirms once assessment is complete and reviewed.
d.	Describe the program design:
i.	Name of curriculum or treatment model: Outpatient treatment; model TBD
ii.	Is the group open or closed? OPEN
iii.	What is the minimum/maximum number of participants per group, as identified in the curriculum? 3/max TBD
iv.	How many sessions will be completed per group? 14-16 week average
v.	What is anticipated number of groups that will be conducted during the fiscal year? Jail Groups: 1 mens group held on Tuesdays = 51 groups Community Groups: 2 groups weekly held on Thursdays (1 men, 1 women) = 102 groups TOTAL NUMBER OF GROUPS: 153
vi.	What is the length of each group session? 1.5
vii.	Identify what skills are addressed within the treatment program: Services should include components that address substance abuse education and prevention, relapse prevention, maintenance, accessing community resources and aftercare planning.
viii.	If the group occurs in various locations, (jail/residential/community) identify how participants transition between them: Referrals are made for participants previously incarcerated to continue treatment in a community based setting.
ix.	If individual sessions are part of the program and billed separately, how many individual sessions are anticipated per participant? Potentially as many as 6 but only used when deemed clinically appropriate
x.	On what basis would individual sessions be used?



Program Description

Outpatient Treatment Programming

If clinician identifies a need during a group session or based on assessment results when deemed clinically appropriate.

- e. Identify the license and/or credentials held by your service provider qualifying him/her to provide this service:

The service provider must have a minimum two (2) years of experience providing the types of services requested.

If service provider is an *agency*, it must be licensed and accredited with the State of Michigan. All individuals within the agency, which are proposed to provide the services must possess a Masters of Arts degree with a Limited License Psychologist **or** a Master Social Worker and a Certified Social Worker.

If service provider is an individual, he/she must possess a Master of Arts degree with a Limited License Psychologist **or** a Master of Social Work and be a certified social worker.

- f. How are delivered services and offender progress notes documented by the service provider?

The service provider will submit a description of all substance abuse treatment services that the service provider may provide, which will include the following mandatory required services: Intake Assessment, Group Substance Abuse Treatment Therapy Sessions (weekly), and Individual Substance Abuse Counseling; with preferred services also including, Counseling Transition/Action; Maintenance; and Relapse Prevention/Aftercare. Service provider will also present group sign in sheets, individual session progress notes and group progress notes for each individual.

- g. How is offender progress/participation reported to the probation officer or referral source? Include frequency of reporting positive and negative progress and types of reports provided such as intake, monthly, termination, etc.

The service provider shall submit written attendance and treatment progress reports to the Probation Office. Reports shall detail attendance, summarize treatment services provided, and shall indicate individual participant engagement with services. Reports may need to be submitted simultaneously to multiple Court personnel such as Probation Officers, Program Coordinators, Case Managers, etc. Written treatment progress reports may be required for submission on a weekly or monthly basis. Written attendance reports will be required for submission to the Court on a weekly basis and shall clearly indicate both the treatment services provided and the individuals who received them.

The service provider shall complete a final assessment report upon the participant's completion of the Program. This report shall provide such information as the treatment goals achieved during the program, recommendation for continued services within the community, if any, prognosis and aftercare planning.



Program Description

Outpatient Treatment Programming

The service provider shall submit to the CCManager reports that indicate the effectiveness of activities performed addressing:

- How the Vendor measures program effectiveness and success
- Retention rate of participants through treatment
- How services work to reduce substance use, abuse, or dependency amongst participants
- How services will reduce long-term rates of criminal behavior in serious offenders
- How services will reduce recidivism and re-arrest rate
- How services can improve behavior and mental health problems of participants
- Success in relapse prevention

- h. Review your answers above. Summarize other aspects of the program not specifically identified above that you feel are critical to understanding this program:

Treatment services may include assessment, intake, group therapy, individual therapy, or other evidence-based treatment modalities that have proven successful in the treatment of substance abuse or substance dependency disorders.

4. A program must meet at least one of the following objectives and there should be consistency between the objectives and strategies identified in Part I of your application, your targeting and eligibility noted above and your response here.

- a. **Will this this program reduce prison commitments?** YES

This program will reduce PCR by helping offenders understand, recognize, and accept addiction, identify and interrupt addictive thoughts, feelings and actions, and learn non-chemical coping skills that negate the need for prison commitment.

- i. **Clearly describe how this program will impact the PCR:**

Treatment providers use evidence-based models and administer treatments that are documented and have been demonstrated to improve outcomes for addicted persons involved in the criminal justice system while reducing PCRs

- b. **Is this program intended to impact recidivism?** YES

This program will decrease recidivism rates by providing offenders with the tools that will allow them to cease substance abuse in order to avoid the negative psychological, behavioral and legal consequences.

- i. **Clearly describe how recidivism will be impacted:**



Program Description

Outpatient Treatment Programming

Treatment providers use evidence-based models and administer treatments that are documented and have been demonstrated to improve outcomes for addicted persons involved in the criminal justice system while reducing recidivism.

5. Develop additional performance indicators based on your program design such as newly acquired or improved skills, tests passed, pre/post test results, etc., as you deem appropriate. Contact your grant coordinator for assistance if necessary.

For:

LIVINGSTON COUNTY

[illegible]

IMPORTANT NOTE: AFTER YOU HAVE COMPLETED YOUR COST DESCRIPTIONS SHEET FOR A PROGRAM CODE, AND YOU CHANGE JUST ONE CHARACTER IN THE "NAME OF PROGRAM" DESCRIPTION IN THIS PROGRAM SUMMARY SHEET, YOU WILL NEED TO RESET THE PROGRAM CODE/NAME IN YOUR COST DESCRIPTIONS SHEET, USING THE DROP DOWN. IF YOU DO NOT, IT WILL NOT CARRY FORWARD TO YOUR PROPOSAL, AND YOU MAY NOT RECEIVE FUNDING.

Program Cost Descriptions FY2020
For:
ENTER YOUR CCAB NAME HERE

[illegible]

TOTAL CPS	TOTAL DDJR	TOTAL FUNDING
-	0	-

[illegible]

Name of Provider:		Thinking Matters Facilitator - Kathryn Heath				
Services Provided:		Group Cognitive Behavioral Therapy				
Terms of Reimbursement:		\$150 per group session comprised of a minimum of 3 and a maximum of 10 MDOC participants. Facilitator must keep track of participants through sign in				
Funding Sources & Cost Allocation						
Program Code	CPS	DDJR	Local/Other	Fee Revenue	Totals	
Kathryn Heath, C01 Facilitator					22,950	This amount is based on facilitator conducting a total of 102 community based group session (2 groups weekly) and 51 jail groups (1 group weekly) for a total of 153 FEMAL groups for the year. Groups are paid at \$150/ea.
					-	
					-	
					-	
					-	
					-	
					-	
Sub - Total	-	-	-	-	22,950	
Contract 3						
Name of Provider:		Substance Use Service Provider - TBD				
Services Provided:		Treatment services may include assessment, intake, group therapy, individual therapy, or other evidence-based treatment modalities that have proven su				
Terms of Reimbursement:		Intake: \$150 per participant; Substance Abuse Assessment: \$225; Individual Therapy session \$93/hr; Group Therapy: \$230/group				
Funding Sources & Cost Allocation						
Program Code	CPS	DDJR	Local/Other	Fee Revenue	Totals	
Intake - \$150/ea x70					10,500	Intake, assessment and individual therapy amounts are calculated based on a projected enrollment of 70 participants. This is based on a total of 153 groups (51 jail groups and 102 community groups) with an average of 7 MDOC participants in each group divided by the number of weeks each participant may be required to attend (15). These rates are consistant with other substance use services contracts.
Substance Abuse Assessment \$225					15,750	
Individual Therapy \$93/ea x 70					6,500	
Group Therapy \$230/group x 153					35,190	
					-	
					-	
					-	
Sub - Total	-	-	-	-	67,940	
Contract 4						
Name of Provider:						
Services Provided:						
Terms of Reimbursement:						
Funding Sources & Cost Allocation						
Program Code	CPS	DDJR	Local/Other	Fee Revenue	Totals	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Sub - Total	-	-	-	-	-	
Contract 5						
Name of Provider:						
Services Provided:						
Terms of Reimbursement:						
Funding Sources & Cost Allocation						
Program Code	CPS	DDJR	Local/Other	Fee Revenue	Totals	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Sub - Total	-	-	-	-	-	
Contract 6						
Name of Provider:						
Services Provided:						
Terms of Reimbursement:						
Funding Sources & Cost Allocation						
Program Code	CPS	DDJR	Local/Other	Fee Revenue	Totals	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Sub - Total	-	-	-	-	-	
Contract 7						
Name of Provider:						
Services Provided:						
Terms of Reimbursement:						
Funding Sources & Cost Allocation						
Program Code	CPS	DDJR	Local/Other	Fee Revenue	Totals	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Sub - Total	-	-	-	-	-	
Contract 8						
Name of Provider:						
Services Provided:						
Terms of Reimbursement:						
Funding Sources & Cost Allocation						
Program Code	CPS	DDJR	Local/Other	Fee Revenue	Totals	
					-	
					-	
					-	
					-	
					-	
					-	
					-	
Sub - Total	-	-	-	-	-	

MDOC - OCA Use Only.

MICHIGAN DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
FY 2020 FUNDING PROPOSAL
for
ENTER YOUR CCAB NAME HERE

Comprehensive Plans & Services

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
Group-Based Programs					
Education	B00	-			-
Employment	B15	-			-
Life Skills	B16	-			-
Cognitive	C01	57,432			-
Domestic Violence	C05	-			-
Sex Offender	C06	-			-
Outpatient Services	G18	67,940			-
Other Group Services	G00	-			-
Sub-Total		-	-	-	-
Supervision Programs					
Day Reporting	D04	-			-
Intensive Supervision	D23	-			-
Electronic Monitoring	D08	-			-
Pretrial Supervision	F23	-			-
Sub-Total		-	-	-	-
Assessment Services					
Actuarial Assessment	I22	-			-
Pretrial Assessment	F22	-			-
Sub-Total		-	-	-	-
Gatekeeper					
Jail Population Monitor	I23	-			-
Gatekeeper	I25	-			-
Sub-Total		-	-	-	-
Case Management	I24	-			-
Substance Abuse Testing	G17	-			-
Other	Z00	-			-
Program Total		115,372	-	-	-
Administration					
Salary & Wages		23,859.00			-
Contractual Services		-			-
Equipment		-			-
Supplies		338.00			-
Travel		128.00			-
Training		500.00			-
Board Expenses		-			-
Other		-			-
Administration Total		24,487	-	-	-
Total Comprehensive Plans & Services		150,197	0	0	0

Drunk Driver Jail Reduction

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
Assessment & Treatment Services	Z01	0			0
5-Day In Jail Housing	Z02	0			0
Totals		0	0	0	0

TOTAL FUNDING REQUEST

\$ 150,197.00

RESOLUTION

NO: 2019-04-051

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Amending Resolution 2018-03-049 Authorizing a Supplemental Appropriation and Fund Transfer for New 911 Facility Owner Responsibilities – Central Dispatch

WHEREAS, Resolution 2018-03-049 authorized construction of a new 911 facility at an estimated cost of \$6.313 million dollars. A portion of the costs of the overall project are owner responsibilities to include tower reconnection, dispatch furniture relocation, phones, furniture/gym equipment, appliances, County I.T., tower shelter, signage, and builders risk insurance, plus additional municipal and utility fees; and

WHEREAS, since the initial building project was approved and construction has moved forward the owner responsibility costs have increased. There are a number of contributing factors which caused the owner responsibility costs to increase in the areas of tower reconnection, dispatch furniture relocation, furniture/gym equipment, and appliances; and

WHEREAS, these changes to the project have been researched, discussed with and approved by the Construction Committee to ensure appropriate security of the facility, maintain structural integrity, and increase the functionality and performance of 911 equipment; and

WHEREAS, funding for same is available in the 2019 Central Dispatch Budget reserves; and

WHEREAS, this Resolution has been recommended for approval by the Construction Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the budget amendment and funds transfer from 911 Central Dispatch reserves in the amount not to exceed \$175,580 to cover incurred owner responsibility costs related the new 911 facility project.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes any budget transfers required between object codes in Fund 261 to effectuate this project.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is hereby authorized to sign any and all documents required for this project after review by legal counsel.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Joni Harvey, 911 Deputy Director
Date: April 10, 2019
Re: Budget Amendment and Funds Transfer for new 911 Facility Owner Responsibilities

During construction of the new 911 facility, the original cost estimates for the owner responsibilities have increased in several areas including tower reconnection, dispatch furniture relocation, furniture/gym equipment, and appliances. Several factors contributed to these increases as we move forward into the project and have been able to finalize plans and harden numbers for needed security for the facility, continue to maintain structural integrity of the building, and improve 911 equipment performance and functionality.

The highest increase to note is the furniture/gym equipment area which includes all areas of the building with the exception of the dispatch floor furniture that is being moved. When the original project was approved in 2018, Central Dispatch was involved in a dispute over an unrelated outstanding contract balance of \$521,655.72. At the time it was important to maintain the funds in reserves to cover this balance, and the most sensible budget cut to the building project was the furniture line. This dispute has since been resolved and the balance was negotiated down to \$260,828.21. We would like to move forward now with the purchase of the new furniture for the new facility, which will ultimately save on costs incurred with moving the current furniture and then removing it again when replaced in the future. The funds saved in the contract mentioned above will more than cover the amount we are requesting for the increase in owner responsibilities.

We have confirmed with Cindy Catanach and Jennifer Nash we will still maintain a healthy operational fund balance if this request is approved.

We are requesting an amount not to exceed \$175,580.00 from the 911 reserves to cover owner responsibility costs. This will include a 10% contingency to ensure the project moves forward to cover possible unforeseen circumstances with the owner responsibility items.

PROBABLE COST STATEMENT

Lindhout Associates architects aia pc

10465 citation drive, brighton, mi 48116

www.lindhout.com

810-227-5668 (fax) 810-227-5855



Livingston County 911 - Central Dispatch

COMM. NO.17114

OVERALL PROJECT PROBABLE COST STATEMENT

Revised 04/10/18

COMPONENT DESCRIPTION	UNITS	UNIT COST	TOTAL
BUILDING CONSTRUCTION			
J.S. Vig - Bid 06/08/2018 (Includes 5% Contingency)			\$5,444,173.00
			\$5,444,173.00
COST OF BUILDING CONSTRUCTION			\$5,444,173.00
ARCHITECTURAL FEE			
ARCHITECTURAL FEES	5.50%	\$5,444,173.00	\$299,429.52
			\$299,429.52
MISCELLANEOUS EXPENSES/ OWNER FFE			
TOWER RECONNECTION (Motorola)	1 l.s.	\$99,414.00	\$99,414.00
FURNITURE RELOCATION (Xybix)	1 l.s.	\$16,821.00	\$16,821.00
PHONES (Carousel)	1 l.s.	\$39,845.00	\$39,845.00
FURNITURE /GYM (Marxmoda + 10% Contingency)	1 l.s.	\$181,500.00	\$181,500.00
911 APPLIANCES (Rooms 121 & 127 Allowance)	1 l.s.	\$10,000.00	\$10,000.00
COUNTY I.T. (Includes 10% Contingency)	1 l.s.	\$466,914.01	\$466,914.01
TOWER SHELTER (Enviro Buildings)	1 l.s.	\$26,508.56	\$26,508.56
SIGNAGE (Allowance)	1 l.s.	\$5,000.00	\$5,000.00
BUILDERS RISK INSURANCE	1 l.s.	\$9,656.00	\$9,656.00
			\$855,658.57
MUNICIPAL & UTILITY FEES			
CONSUMERS: GAS RELOCATION (Allowance)	1 l.s.	\$10,000.00	\$10,000.00
DTE: ELECTRIC PRIMARY CABLING	395 lin. ft.	\$4.30	\$1,698.50
DTE: TRANSFORMER	300 kva	\$7.50	\$2,250.00
DTE: LINE UPGRADE/IMPROVEMENTS/MISC.	1 l.s.	\$15,000.00	\$15,000.00
TEMP. CONSTRUCTION UTILITIES (Allowance)	9 months	\$1,200.00	\$10,800.00
MUNICIPAL WATER METER FEE	1 l.s.	\$5,000.00	\$5,000.00
MUNICIPAL SITE PLAN REVIEW FEE	1 l.s.	\$9,025.00	\$9,025.00
MUNICIPAL REU FEE (Sewer & Water)	2 l.s.	\$6,600.00	\$13,200.00
			\$66,973.50
LIVINGSTON COUNTY 911 TOTAL			\$6,666,234.59

RESOLUTION

NO: 2019-04-052

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Authorizing an Agreement with Aon Related to Discount Database Disclosure - Human Resources

WHEREAS, Livingston County contracts with Aon for benefits broker and consultation services; and

WHEREAS, Aon will be going out to bid for Livingston County health benefits administrative services in 2019 and will utilize its proprietary discount database as part of its evaluation process of potential vendors.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Aon related to the Discount Database Client Confidentiality Agreement.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign all contracts/agreements and documents related to the above upon review and/or preparation of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:

DISCOUNT DATABASE-Client Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into as of this 1st day of APRIL, 2019, by and between Aon Consulting, Inc. and its affiliates ("Aon"), and LIVINGSTON COUNTY ("Client"), collectively the Parties.

WHEREAS, Aon reports discount information to employer organizations that are interested in evaluating their current employee health benefit programs (the "Purpose");

WHEREAS, Aon maintains a discount database, which it periodically updates, containing claim cost data provided by various health care insurers, third party administrators and other organizations (hereinafter "Vendor" or collectively, "Vendors") involved in organizing, supporting and/or facilitating access to health services to employer organizations through network-based health benefit plan offerings;

WHEREAS, Client has requested Aon to provide the above described discount information ("Confidential Information");

WHEREAS, Such Confidential Information is being provided by Aon solely for the purpose of assisting Client in evaluating its current employee health benefit programs;

WHEREAS, Aon represents and warrants to Client that it has the right to disclose the Confidential Information and to grant to Client the rights hereunder;

WHEREAS, Aon has entered into a Confidentiality Agreement with each Vendor that has provided to it Confidential Information and has agreed to the same restrictions and conditions that apply to Client through this Agreement with respect to such information;

WHEREAS, Aon is willing to release the Confidential Information to Client on the condition that the confidential nature is hereby acknowledged and preserved by Client in the manner set forth below.

NOW, THEREFORE, in consideration of Aon's disclosure of the Confidential Information to Client, the Parties agree as follows:

1. In order to facilitate Client's performance of the Purpose, Aon shall disclose to Client the Confidential Information.
2. Confidential Information, including all copies thereof must be used by Client only as permitted by this Agreement. Confidential Information shall not include information: (i) generally available to the public or generally known in the healthcare and insurance industry or employee benefit consulting community; (ii) obtained from a third party who is not known by Client to be under an obligation to Aon not to disclose such information; or (iii) already known by Client prior to the date of this Agreement and with respect to which Client does not have an obligation of confidentiality.

3. The parties acknowledge that Client is subject to state laws governing disclosure of public records. Client agrees that the Confidential Information shall be afforded protection under applicable law. Prior to disclosing such Confidential Information, Client shall immediately notify Aon of any requests for information made by a third party pursuant to applicable state statute or local ordinance and shall further provide Aon sufficient time to claim applicable exemptions and/or designate those portions of this Confidential Information that constitute proprietary information exempt from disclosure under applicable state statute or local ordinance. Client further acknowledges that it will not release any Confidential Information identified by Aon as exempt from disclosure without first providing notice to Aon of such intent and allowing Aon to seek judicial relief to prevent such disclosure. Client agrees not to oppose any action of Aon or a Vendor to obtain a declaratory judgment or other appropriate remedy. If a court thereafter determines that Client is legally required to disclose such Confidential Information, Client shall disclose the minimum required pursuant to the court order.
4. Client shall: (i) use the Confidential Information only for the Purpose herein described unless otherwise permitted with Aon's prior written approval; (ii) limit disclosure and / or use of Confidential Information to / by Client's authorized employees who reasonably need to know such information for the Purpose and who have been advised of the obligations of confidentiality and have agreed to keep the information confidential; and (iii) require that agents and/or independent contractors of Client sign confidentiality agreements at least as restrictive as this Agreement prior to receiving Confidential Information.
5. Client acknowledges that an unauthorized disclosure of a Vendor's Confidential Information to a competitor of that Vendor is a material breach of this Agreement and may result in irreparable harm to Aon and the Vendor or Vendors providing confidential information. In such case, the payment of money damages would be inadequate entitling Aon to seek an immediate injunction, without bond or other security against any breach or threatened breach in addition to any other remedy available at law or in equity. A competitor of a Vendor is any company that sells insurance, benefit administrative services or network access agreements or arrangements. If during the course of this Agreement it is discovered that a material breach has occurred, then and in such case any and all Confidential Information shall be relinquished by Client upon request by Aon. Nothing herein shall be construed to prohibit Aon from pursuing any other available remedies for breach or threatened breach of this Agreement, including the recovery of damages.
6. Client may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the Client has given prior written notice of such requirement to Aon. Reasonable efforts will be made to provide this notice in sufficient time to allow Aon (or Vendor(s)) to seek an appropriate protective order, or modification of any disclosure, and the Client will reasonably cooperate in such efforts.
7. Client will defend, indemnify and hold Aon harmless from and against any and all third party claims, suits, expenses (including reasonable attorneys' fees and court costs), liabilities or damages (whether resulting from settlement, judgment, arbitration or otherwise) arising from Client's (or its employees', agents', independent contractors' or representatives') breach of this Agreement, including any unauthorized use or disclosure of the Confidential Information.
8. Client acknowledges that Aon may disclose the identity of companies (including Client) receiving Confidential Information hereunder to the Vendor or Vendors that have entrusted it to Aon.

9. Confidential Information will be returned to Aon by Client or destroyed upon the request of Aon at any time.
10. Under no circumstances will Aon release to Client or Client receive hereunder individually identifiable patient information or data as regulated by state or federal privacy laws.
11. This Agreement binds the Parties, their respective successors, assigns, agents, employees, subsidiaries and affiliates.
12. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of the Parties by their respective duly authorized representatives.
13. This Agreement is governed by the laws of the State of Illinois and applicable laws of the United States of America and the Parties agree to the non-exclusive jurisdiction of the courts of the State of Illinois in relation to this Agreement.
14. This Agreement can be terminated by either party:
 - a. Immediately upon discovery by such Party of a material breach of obligations hereunder by the other Party; or
 - b. Upon fifteen (15) days' prior written notice.

The provisions of Sections 1 through 13, above, inclusive, shall continue for a period of two (2) years beyond the date of this Agreement.

IN WITNESS WHEREOF, each of the parties hereof has caused this Agreement to be executed by their duly authorized representatives below effective APRIL 1, 2019.

Aon Consulting, Inc.

Client Name LIVINGSTON COUNTY

By _____

By _____

Name: _____

Name _____

Title: _____

Title _____

Date _____

Date _____

RESOLUTION

NO: 2019-04-053

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Authorizing the Signing of a Service Agreement with Navia Benefit Solutions, Inc. for Flexible Spending Account and Cobra Administration Services – Human Resources

WHEREAS, Livingston County presently contracts with Arcadia Benefits Group, Inc. for flexible spending and dependent care reimbursement accounts and COBRA administrative services, however, Arcadia Benefits Group, Inc. has sold its business to Navia Benefit Solutions, Inc.; and

WHEREAS, an agreement with Navia Benefits Solutions, Inc. is necessary to avoid disruption to this benefit administration program; and

WHEREAS, this Resolution has been recommended for adoption by the Personnel Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign the agreement with Navia Benefit Solutions, Inc., as well as any and all related documents upon review of civil counsel.

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MOVED:
SECONDED:
CARRIED:



NAVIA BENEFIT SOLUTIONS ADMINISTRATIVE SERVICES AGREEMENT (v. 2018)

CONTRACT INFORMATION PAGE

This NAVIA ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Navia Benefit Solutions, Inc. ("Navia"), a Washington Corporation, and the below-named Employer ("Employer").

Name of Employer:	Livingston County
Effective Date:	May 6, 2019
Notices Sent to Employer:	304 E Grand River Ste 205 Howell, MI 48843
Notices Sent to Navia:	600 Naches Ave SW Renton, WA 98057

IN WITNESS WHEREOF, Employer and Navia have reviewed the forgoing Agreement in its entirety and have caused their undersigned Representative(s) to execute this Agreement, the same being duly authorized to do so.

EMPLOYER

NAVIA BENEFIT SOLUTIONS, INC.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: HILARIE AITKEN

TITLE: _____

TITLE: CEO

DATE: _____

DATE: _____

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NAVIA ADMINISTRATIVE SERVICE AGREEMENT

Employer has asked Navia to provide administrative services for certain employee Benefit Plans maintained by Employer as described in this Agreement. In consideration of the mutual promises contained in this Agreement, Employer and Navia agree as follows:

GENERAL TERMS AND CONDITIONS

ARTICLE I: DEFINITIONS

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Schedules of this Agreement in which they are defined.

1.1 AFFILIATE

“Affiliate” means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

1.2 AGREEMENT

“Agreement” means the following: the Contract Information Page, the General Terms and Conditions, the Schedules and the Exhibits that are specifically incorporated by the Parties into this Agreement by reference.

1.3 BENEFIT PLANS

“Benefit Plan(s)” means one or more employee benefits plans, 132 Transportation benefits, COBRA Administration, or Direct Billing Administration established and maintained by Employer for the benefit of its employees and their eligible dependents for which Navia provides Services in accordance with this Agreement.

1.4 BUSINESS DAY

“Business Day” means Monday through Friday, excluding days deemed to be federal holidays.

1.5 CARD RECIPIENT

“Card Recipient” means the individual to whom Card Services Provider issues an Electronic Payment Card in accordance with this Agreement.

1.6 CARD SERVICES PROVIDER

“Card Services Provider” means the third party chosen by Navia to issue Electronic Payment Cards in accordance with this Agreement and/or process electronic payment card transactions.

1.7 CARRIER

“Carrier” means the insurance Carrier or other benefit provider designated by the Employer.

1.8 CLAIMS ADMINISTRATOR

“Claims Administrator” means Navia.

1.9 COBRA ELECTION NOTICE

“COBRA Election Notice” means the election form included in the Specific Rights Notice.

1.10 CODE

“Code” means the Internal Revenue Code of 1986 and the regulations thereunder, as amended from time to time.

1.11 COVERED DEPENDENT

“Covered Dependent” means any person other than the Covered Employee who is covered under a Benefit Plan by virtue of his relationship to the Covered Employee.

1.12 COVERED EMPLOYEE

“Covered Employee” means any of Employer’s employees or former employees who are enrolled in a Benefit Plan or who have established a Health Savings Account as defined in Code Section 223.

1.13 COVERED INDIVIDUAL

“Covered Individual” means a Covered Employee or a Covered Dependent.

1.14 DISBURSEMENT REPORT

“Disbursement Report” means a file or report created by Navia, posted to the Website that details the benefit disbursements.

1.15 ELIGIBILITY AND PAYROLL DEDUCTION REPORT (“EDR”)

“Eligibility and Payroll Deduction Report” means a file or report created by Navia, posted to the Website, and verified by the Employer against payroll deductions for each processing date.

1.16 ELECTRONIC PAYMENT CARD

“Electronic Payment Card” means a debit card or store value card used to pay for eligible expenses under the Benefit Plan(s).

1.17 ELIGIBLE EMPLOYEE

“Eligible Employee” means an employee that is eligible for the Benefit Plan(s) as determined by the Employer.

1.18 EXHIBIT

“Exhibit” means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific rights, duties, and obligations of the Parties.

1.19 FEES

“Fees” means the amount that must be paid as indicated in each Schedule.

1.20 GRACE PERIOD

“Grace Period” means the 2.5-month period after the end of the Plan Year during which eligible expenses incurred during that time may be applied toward the previous Plan Year.

1.21 INTELLECTUAL PROPERTY RIGHTS

“Intellectual Property Rights” means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors’ rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

1.22 PARTY OR PARTIES

“Party” means Employer or Navia collectively, and Employer and Navia shall be referred to as “Parties”.

1.23 PLAN ADMINISTRATOR

“Plan Administrator” means Employer.

1.24 PLAN APPLICATION

“Plan Application” means the online or form questionnaire provided by Navia to Employer used to gather Employer and Plan design information.

1.26 PLAN DOCUMENT

“Plan Document” means a document that describes the Plan’s terms and conditions related to the operation and administration of the plan.

1.25 PLAN YEAR

“Plan Year” means a period of time determined by the Employer no longer than 12 months.

1.26 REPRESENTATIVE

“Representative” means an officer, director, or individual with authority to bind the Party.

1.27 RUN-OUT-PERIOD

“Run-out Period” means the period of time after the end of the Plan Year during which Covered Individuals can submit claims.

1.28 SCHEDULE(S)

“Schedule(s)” means the document or documents specifically incorporated by the Parties into this Agreement by reference that describe the specific Services and the specific rights and obligations of the Parties with respect to such Services.

1.29 SERVICES

“Services” means Benefit Plan related administrative services as described specifically in the Schedules, together with any materials, supplies, tangible items or other goods Navia furnishes in connection with the Services.

1.30 SPECIFIC RIGHTS NOTICE

“Specific Rights Notice” means the notice that must be provided to each qualified beneficiary in connection with a COBRA qualifying event.

1.31 SUBCONTRACTOR

“Subcontractor” means a third-party to whom a Party has delegated or subcontracted any portion of its obligations set forth herein.

1.32 WE OR US

“We” or “Us” means Navia.

1.33 YOU OR YOUR

“You” or “your” means Employer.

1.34 YEAR-TO-DATE REPORT

“Year-to-Date Report” means a file or report created by Navia, posted to the Website that details contributions, disbursements, and benefit election, if applicable.

ARTICLE II. RELATIONSHIP AND TERM

2.1 RELATIONSHIP OF THE PARTIES

Navia is an independent contractor. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties, their Affiliates, or any of their Subcontractors or Representatives. There are no third-party beneficiaries of this Agreement, and nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, obligations, or liabilities whatsoever upon any person, including but not limited to Eligible Employees and Covered Individuals, other than the Parties and their respective successors or assigns. Employer acknowledges that Navia is not an accounting or law firm. No Services, and no written or oral communications made by Navia during the course of providing Services, are or should be construed by Employer as tax or legal advice.

2.2 TERM OF THE AGREEMENT

This Agreement shall be in effect from Effective Date set forth on the Contract Information Page and will continue until such time as the Agreement is terminated as set forth herein (“Term”). Each Schedule may have a later effective date than this Agreement to the extent that Employer and Navia agree to the terms set forth in the Schedule after this Agreement has already become effective. If the Employer uses the Services of Navia, this Agreement will be deemed to be in effect as of the date Navia begins providing such Services even if a copy of this Agreement has not been signed and returned by the Employer—all fees and monthly charges will be due and payable as set forth herein.

2.3 TERMINATION WITHOUT CAUSE

Either Party may terminate this Agreement for convenience, without cause, at any time without further charge or expense with at least sixty (60) calendar days prior written notice to the other Party.

2.4 TERMINATION FOR CAUSE

In addition to any other remedies available to a Party, a Party may immediately terminate this Agreement upon the occurrence of a Termination Event by the other Party by providing written notice of termination to the other Party.

The following events constitute a Termination Event:

- (a) Employer fails to pay the applicable Fees or satisfy the applicable funding requirements as set forth herein;
- (b) Failure of a Party to cure a material breach (to the extent curable) within thirty (30) calendar days after written notice of the breach and intent to terminate is provided by the non-breaching Party;
- (c) Employer files for bankruptcy, becomes or is declared insolvent (generally unable to pay its debts as they become due), is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors, takes any corporate action for its winding-up, dissolution or administration, enters into an Agreement for the extension or readjustment of substantially all of its obligations, or recklessly or intentionally makes any material misstatement as to its financial condition. In the interest of risk reduction for both Parties, Navia may immediately suspend Benefit Plan processing (including debit cards) without notice upon the occurrence of any of the circumstances described in this section (c).

2.5 POST TERMINATION OBLIGATIONS

- (a) If Employer terminates this Agreement, Navia shall reasonably cooperate with Employer to transition information to Employer or a new third party pursuant to the reasonable instructions of Employer, in accordance with the terms of this Agreement, as necessary to enable the new service provider to perform services without disruption to Covered Individuals. Employer is obligated to reimburse all reasonable costs and expenses incurred by Navia for continued administration during the transition process (including administration Fees during the claims run-out period) and transitioning any necessary information as set forth herein. Covered Individual claims submitted to Navia after termination of the Agreement or expiration of the claims run-out period, whichever is later, will be denied and Participants will be redirected to the Employer and Navia will have no further responsibility with respect to Covered Individual claims received after such time.
- (b) The rights and obligations of the Parties that by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes include, without limitation, Section 5.1 through Section 5.5, Article VI, Section 7.7, and the Business Associate Agreement Exhibit.
- (c) Termination of this Agreement shall not terminate the rights or obligations of either Party arising prior to the effective date of such termination. Notwithstanding anything to the contrary herein upon termination of this Agreement, all Fees, funding, and other amounts owed will become immediately due and payable.

ARTICLE III. FEES

3.1 FEES FOR SERVICES

The Fees that Employer must pay Navia for Services are set forth in the Fee section of each Schedule. To the extent that Navia sends a monthly invoice, all Fees are due upon receipt of the monthly invoice; however, there is a thirty (30) day period after which 1.5% interest per month will accrue with respect to any unpaid Fees to the extent Navia does not terminate the Agreement in accordance with Article III herein. If the invoice is mailed by Navia, the recipient is deemed to have received the invoice within three (3) Business Days after Navia mails the invoice. Failure to timely and completely pay such Fees may also result in suspension of all or part of the Services provided or, in Navia's discretion, termination of the Agreement.

3.2 FEES FOR ADDITIONAL SERVICES

Additional Fees for additional Services not listed in the Schedules shall be as mutually agreed in writing between Employer and Navia prior to performance. Such Fees may result from Employer's specific requests for legal guidance provided by an outside firm, development time, or third-party audit Fees.

3.3 FEE TERMS AND CHANGES IN FEES

- (a) Fees are effective beginning with the Effective Date unless otherwise provided herein.
- (b) Navia may change Fees to the extent that (i) changes are made in applicable law that materially affect the rights and obligations of Navia set forth herein, (ii) Employer amends the Benefit Plan in a manner that materially impacts the Services provided herein; or (iii) Navia provides written notice of a proposed Fee change to Employer. If Employer does not affirmatively reject any proposed Fee changes in writing within thirty (30) days of receiving written notice of the proposed Fee changes from Navia, such proposed Fees will become effective the first day of the month following the end of the thirty-day response period. If Employer does not agree with such proposed Fee changes, Employer may terminate the Agreement with no less than thirty (30) days prior written notice from the date that Navia notified Employer of the Fee changes.

ARTICLE IV. WARRANTIES AND REPRESENTATIONS

4.1 MUTUAL WARRANTIES AND REPRESENTATIONS

Each Party represents and warrants the following:

- (a) the Party's execution, delivery and performance of this Agreement: (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (iii) are not subject to the consent or approval of any third party;
- (b) This Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms;
- (c) Such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder; and
- (d) Both Parties will perform their respective obligations under this Agreement in compliance with all laws, rules, regulations, and other legal requirements applicable to the Party.

4.2 NAVIA'S WARRANTIES AND REPRESENTATIONS

- (a) Navia represents and warrants that the Services shall reasonably conform to the Schedules described herein.
- (b) Other than as specifically set forth herein, Navia makes no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaims all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

4.3 EMPLOYER'S WARRANTIES AND REPRESENTATIONS

Employer represents and warrants they are not subject to any pending or threatened litigation, governmental action, or investigation from the IRS, DOL, HHS, or otherwise with respect to any Benefit Plans. If Employer is subject to any litigation, action, or investigation, or becomes subject while this Agreement is in effect, Employer shall promptly notify Navia in writing in advance of the Effective Date of this agreement, or within 10 days of Employer becoming aware of such litigation, action, or investigation.

ARTICLE V: INFORMATION AND RECORDS

5.1 RECORDS GENERALLY

Employer and Navia shall retain records and supporting documentation sufficient to document its satisfaction of its obligations under this Agreement in accordance with laws and generally accepted accounting principles for at least seven (7) years from the date such record or documentation is created.

5.2 CONFIDENTIAL AND PROPRIETARY INFORMATION - GENERALLY

- (a) The term "Confidential Information" shall mean this Agreement and all non-public data, trade secrets, business information and other information of any kind whatsoever that a Party ("Discloser") discloses, in writing, orally, visually or in any other medium, to the other Party ("Recipient") or to which Recipient obtains access and that relates to Discloser or, in the case of

Navia, its customers. A “writing” shall include an electronic transfer of information by e-mail, over the Internet or otherwise. Confidential Information shall not include Benefit Plan information (i.e. claims, explanation of benefits, and Protected Health Information or Personally Identifiable Information). Such data will be protected under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Health Information Technology for Economic and Clinical Health Act (HITECH”) and/or other applicable privacy and security laws.

- (b) Each of the Parties, as Recipient, hereby agrees that it will not, and will cause its Representatives, Affiliates, and Subcontractors not to disclose Confidential Information of the other Party, during or after the Term of this Agreement, other than on a “need to know” basis and then only to: (a) Affiliates; (b) Representatives; and/or (c), Subcontractors provided that any third parties who receive Discloser’s Confidential Information from Recipient or on behalf of Recipient are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section; (d) as required by law or as otherwise expressly permitted by this Agreement.
- (c) Recipient shall not use or disclose Confidential Information of the other Party for any purpose other than to carry out its obligations set forth herein.
- (d) Recipient shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish, or disseminate, but not less than a reasonable level of care.
- (e) Upon the Discloser’s request following expiration or termination of this Agreement for any reason, the Recipient shall promptly return or destroy all Confidential Information in the possession of Recipient or Recipient’s Affiliates, Representatives or Subcontractors, provided that either Party may retain copies of such files as are needed to administer the Benefit Plan(s) or to protect its interests. If it is determined that returning or destroying all Confidential Information of Employer is infeasible Navia shall extend the protections of this Agreement to such Confidential Information.
- (f) The obligations of confidentiality in this Section shall not apply to any information that (i) Recipient rightfully has in its possession when disclosed to it, free of obligation to Discloser to maintain its confidentiality; (ii) Recipient independently develops without access to Discloser’s Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Recipient from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.
- (g) A Party’s Confidential Information and any results of processing Confidential Information or derived in any way therefrom shall at all times remain the property of that Party.

5.3 MEDIA RELEASES AND PUBLIC ANNOUNCEMENTS

Employer may not issue any media releases, public announcements and public disclosures, relating to this Agreement or use the name or logo of Navia, including, without limitation, in promotional or marketing material or on a list of vendors, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing Party.

5.4 PROTECTED HEALTH INFORMATION

Protected Health Information (“PHI”), as defined by 45 C.F.R. 160.103, if any, that is used or disclosed by the Parties in accordance with this Agreement, will be governed by the terms and conditions set forth in the Business Associate Agreement between the Parties. Employer agrees that Navia may communicate confidential, PHI or otherwise sensitive information to Employer and hold Navia harmless in the event Employer misroutes or improperly uses or discloses such information where such information was used or disclosed by Navia for purposes of administration of the Benefit Plan(s) or used or disclosed for the purposes of carrying out Navia’s duties and responsibilities under this Agreement.

5.5 INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights in and/or title to its respective Intellectual Property Rights. Other than as expressly provided in this Agreement, (a) nothing contained herein shall be construed as granting a Party any license, right, title, or interest in or to any of other Party’s Intellectual Property Rights and (b) neither Party is developing any work product for the other.

5.6 ONLINE SERVICES

- (a) Navia may provide access to a password-protected website maintained by Navia or Navia’s Subcontractor(s) in connection with the Services (the “Website”). Navia may unilaterally make reasonable adjustments and improvements to the Website at any time and without prior notice. Neither Navia nor Navia’s Subcontractor is under any obligation to make any adjustments to the Website that are requested by Employer or any other third party.
- (b) The Website may include information related to Navia’s other services and/or links to other websites to the extent permitted by law. Navia neither grants a license for nor is responsible for any external links to third party websites provided on the Website.
- (c) Employer acknowledges that Employer and the Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Website.

ARTICLE VI: LIABILITY AND INDEMNIFICATION

6.1 LIMITATION ON LIABILITY

- (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY EVEN IF SUCH PARTY ALLEGED TO BE LIABLE HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE OBLIGATIONS OF THE SECTIONS ENTITLED “INDEMNITY,” AND “CONFIDENTIALITY AND PROPRIETARY INFORMATION”. IF NAVIA IS FOUND LIABLE TO EMPLOYER FOR ANY DIRECT DAMAGES, SUCH DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO ACTUAL DAMAGES OR THE FEES PAID FOR SERVICES GIVING RISE TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, WHICHEVER IS LESS.
- (b) Navia is not liable for the acts or omissions of a prior administrator or the acts or omissions of Employer if prior administration was conducted by Employer.

- (c) Navia shall not be liable for any action, conduct, or activity taken by Navia, or any failure to act, at the request of Employer.
- (d) Neither party will be liable for and will be excused from any failure or delay in satisfying its obligations set forth herein if such failure or delay is caused by circumstances beyond its control, including but not limited to any natural disaster (such as severe inclement weather, earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft, or labor dispute), outages, legal constraint or governmental action or inaction, breakdown or failure of equipment not due directly to the negligence of the Party maintaining the equipment, or the act, omission, negligence or fault of the other party. This section does not excuse Employer from its obligations to pay any of the Fees or to fund the Benefit Plans as provided herein.

Navia neither assumes nor underwrites any liability of Employer under the Benefit Plans, and acts only as provider of the services specifically described herein. Navia shall not be responsible for any over disbursed benefits, including but not limited to over disbursements due to insurance claim adjustments after benefits have been reimbursed. The Services performed shall be ministerial in nature and shall be performed in accordance with the direction, guidance, framework, and interpretation of the Benefit Plan(s) established and communicated by Employer. Navia shall have no discretionary authority or control over the Benefit Plan(s), funds, and Covered Individuals. Specifically, the Employer has the absolute authority with respect to the control, management, investment, or disposition and utilization of all plan assets, if any; and Navia shall neither have nor be deemed to exercise any discretion, control, or authority with respect to the disposition of any plan assets.

6.2 INDEMNITY

- (a) Each Party (“Indemnitor”) shall indemnify, defend, and hold harmless the other Party, its Representatives, successors and permitted assigns (collectively, the “Indemnitee”) from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' Fees and expenses incurred in investigation or defense (“Damages”), to the extent such Damages arise out of or relate to the following:
 - i. Any negligent act or omission or willful misconduct by an Indemnitor, its Representatives or its Subcontractor; or
 - ii. Any material breach in a representation, covenant, or obligation of the Indemnitor contained in this Agreement.
- (b) Indemnitee shall give Indemnitor reasonably prompt notice of, and the Parties shall cooperate in, the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Indemnitee must approve the terms of any settlement or compromise that may impose any un-indemnified or nonmonetary liability on Indemnitee.
- (c) Navia shall not be liable to Employer for mistakes of judgment or other actions taken in good faith unless such error results directly from an intentionally wrongful or grossly negligent act of Navia.

6.3 REMEDIES

The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity.

6.4 STATUTE OF LIMITATIONS

The Parties agree that no legal action may be brought by a Party ("Plaintiff") against the other more than two (2) years after the date the claim giving rise to such action became known by the Plaintiff or, exercising reasonable diligence should have been known by the Plaintiff.

ARTICLE VII: MISCELLANEOUS

7.1 AUDIT

During the term of this Agreement, Employer may, at its sole expense, perform a confidential audit of the Services in accordance with the Schedules. Such audits shall be conducted on a mutually agreed upon date during Navia's normal business hours and the data being reviewed can be no older than 24 months before the date of the request for an audit. Only a third party mutually agreed to by the Parties and who has executed a separate confidentiality agreement with Navia, a Business Associate Agreement with Employer, or both, may conduct or assist Employer with the Audit. Employer will provide Navia with a summary of the findings from each report prepared in connection with any such audit and discuss results, including any remediation plans. Except as specifically agreed to by the Parties, any audit of claims process by Navia in accordance with this Agreement shall be based on a random representative sampling methodology of Employer's Covered Individual's claims processed within the last 12 months. With respect to COBRA administration, Navia will be held harmless if any requested audit information is no longer accessible due to Navia's inability to access an Employer or carrier-provided eligibility submission system for any reason, including the expiration of passwords or other credentials. In addition, any eligibility updates provided to the Employer or carrier by Navia are conclusively presumed to have successfully reached the Employer or carrier unless Navia receives a failed-delivery notification via fax or email.

7.2 SECTION HEADINGS

Section headings are included for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement and should not be used to construe or interpret this Agreement.

7.3 WAIVER OF RIGHTS

No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. Any waiver by either Party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.

7.4 INVALID/ILLEGAL/UNENFORCEABLE PROVISIONS

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

7.5 AMENDMENT

Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.

7.6 AGREEMENT

- (a) This Agreement, the Schedules, and any Exhibits reflect the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.

- (b) This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction
- (c) Notwithstanding the general rules of construction, both Employer and Navia acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
- (d) This Agreement shall be governed by the applicable laws of Michigan without regard to any of its conflict of law principles and any dispute arising out of this Agreement will be settled in any court of competent jurisdiction in Kalamazoo County, Michigan.

7.7 NOTICES

- (a) All legal notices required to be sent by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified on the Contract Information Page or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:
 - i. By first class, registered or certified United States mail, return receipt requested and postage prepaid,
 - ii. Over-night express courier,
 - iii. By hand delivery to such addresses, or
 - iv. Electronic mail with return receipt.
- (b) Such notices shall be deemed to have been duly given (i) five (5) Business Days after the date of mailing as described above, (ii) one (1) Business Day after being received by an express courier during business hours, or (iii) the same day if by hand delivery or by email

7.8 CONSENT

Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

7.9 THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, including but not limited to Covered Individuals and Eligible Employees, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

7.10 ADVERTISING

Navia may indicate in its marketing materials and proposals to other prospective customers that this Agreement has been awarded and may describe the nature and objective(s) of this engagement. No such statements by, or materials of, Navia will disclose any Employer Confidential Information.

7.11 INSURANCE

Navia agrees throughout the term of the Agreement to maintain in full force and effect commercial general liability, umbrella liability, error and omissions liability, and professional liability insurance coverage in a reasonable amount, and workers' compensation insurance in the amount required by law, at its own expense. Upon request, Navia shall furnish to Employer a certificate of insurance evidencing the same.

BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES

Employer has established one or more of the following Benefit Plans (the “Plan” or “Plans”) for purposes of providing benefits administration and/or reimbursement of certain eligible expenses incurred by Covered Individuals:

- Cafeteria Plan Document and Forms
- Health and Dependent Care Flexible Spending Arrangements
- Health Reimbursement Arrangements
- Section 132 Transportation and Parking Plan
- Code Section 223 Health Savings Account

In addition, Employer may offer one or more of the following other Plans for purposes of complying with applicable laws or providing additional benefits.

- Wellness Plan
- Federal COBRA Administration
- Direct Billing or Direct Billing Administration

Employer has asked Navia to assist it with its administrative obligations under one or more of the Plans identified above. The specific Plan-related Services are described in each Schedule. Only those Services chosen by Employer pursuant to an Application and for which the applicable Fee is paid as set forth in the Fee section of each Schedule (or, as set forth below with respect to additional requested Services), will be provided by Navia.

ARTICLE I. STANDARD BENEFIT PLAN SERVICES

- 1.1. Employer is solely responsible for the operation and maintenance of the Plans. It is Employer’s sole responsibility and duty to ensure that each Plan complies with the applicable laws and regulations, and Navia’s provision of Services under this Agreement does not relieve Employer of this obligation.
- 1.2. If applicable to the particular Plan, Navia will provide Navia’s standard plan document, summary plan description, and forms to be used by Employer as a template for creating the governing documents for the Plan(s). Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and Employer’s Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Plan(s). Navia is not responsible for making any changes or amending the documents. It is Employer’s responsibility to review the documents and ensure they conform to the facts and circumstances specific to Employer and the Plans, and ensure the documents comply with applicable laws. Employer shall also make such documents available to Covered Individuals as required by law.
- 1.3. Employer will provide to Navia timely, accurate and complete information relating to the Covered Individuals and the Plans as is necessary for Navia to satisfy its obligations hereunder. Employer must provide information in the format and method approved by Navia. In the event such information (i.e. data reports and files) requires manual processing or requires a method not in Navia’s business process, such processing shall be subject to Fees (Noncompliant File Processing Fee) as provided in the applicable Schedule. In the event that the information is not

timely reported or verified, and in the event that there are disbursements made by Navia that would not have been made if the occurrence had been reported on the same day of each such occurrence, then Employer shall be responsible for such disbursements and shall reimburse Navia therefore upon request by Navia. Employer shall be responsible for accurate Participant payroll deductions, reporting of deductions, and W-2 reporting. Navia is not “a person” who is responsible for administering or providing benefits under the COBRA benefit within the meaning of Internal Revenue Code section 4980B (e)(1)(B). Navia is not responsible for the payment of excise taxes imposed under Internal Revenue Code section 4980B and is not responsible for the preparation or filing of Internal Revenue Service Form 8928. Navia shall provide such information as Employer reasonably requests in order to calculate excise taxes imposed under Internal Revenue Code section 4980B or to prepare IRS Form 8928. With respect to COBRA services, Navia is merely a collection agent for the employer and any amounts collected belong to the Employer. Employer agrees to reimburse Navia for any taxes, or other similar charges, in connection with COBRA administration, assessed against Navia.

Employer understands and agrees that Navia may rely on all information provided to it by Covered Individuals and/or Employer in accordance with this Agreement as true and accurate without further verification or investigation by Navia. Navia shall not be responsible and shall be held harmless for the receipt of inaccurate and/or incomplete information or data files. Navia shall not be responsible for any delays in providing services under this Agreement and any financial or adverse consequences due to the receipt of the inaccurate and/or incomplete information or data files or for Employer’s failure to send data files.

- 1.4 If applicable to the Plan(s), Navia will send education and engagement materials in the form of electronic mail campaigns direct to Employees and make enrollment kits (describing the benefit), enrollment forms, online enrollment specification files, and claim forms available on the Website and/or to Employer for distribution to Covered Individuals. Navia is only obligated to process claims submitted to Navia in accordance with the instructions set forth on Navia’s claim forms. Navia will process claims in accordance with applicable law, its standard operating procedures, and the terms of the Plan to the extent that such terms are provided to Navia and are consistent with Navia’s standard operating procedures. Navia may also provide claims submission capabilities via online and through a smart phone application for certain Plans. If Navia denies a request for reimbursement, Navia will review the 1st level appeal. If the Plan provides for 2 levels of appeal Employer will be responsible for the final determination. Employer shall be the fiduciary and Plan Administrator of the Benefits Plans and shall be responsible for interpreting the Plans, its provisions, terms and conditions and make any and all determinations as to eligibility, appeal, and change in status events, as applicable.
- 1.5 In the event that a Covered Employee is reimbursed less than is otherwise required by the Plans, Navia will promptly adjust the underpayment to the extent that Employer has satisfied its funding obligations as set forth herein. If it is discovered that a Covered Employee was overpaid, or the Covered Employee fails to substantiate an Electronic Payment Card Transaction as required by applicable rules and regulations, Navia will make reasonable attempts to request repayment of overpaid or unsubstantiated Electronic Payment Card claims or offset the ineligible payment against any claims for future eligible expenses in accordance with applicable rules and regulations. If the Covered Employee fails to repay or offset, Navia will notify Employer upon Employer’s written request for such report or data. Employer is responsible for taking any additional action permitted or required by law (e.g., including such amounts in income or garnishing wages consistent with applicable laws). Navia shall have no obligation to request repayment or offset to the extent such overpayment is a result of Employer’s acts or omissions, such payments were authorized by Employer or Employer has failed to satisfy its funding obligations.

- 1.6 The specific funding requirements are set forth in each Schedule. Generally, Employer shall make sufficient employer funds from its general assets available to pay benefits under the Plan(s). These employer funds shall not be deemed employee salary reductions or plan assets. Employer shall grant Navia withdrawal authority over the account sufficient to enable it to pay benefits. If at any time the amount of benefits payable under the Plan exceeds the amount in the account Employer shall transfer an amount necessary to the account to fulfill its funding obligations under the applicable Plan(s). Navia may suspend processing all benefit payments, electronic payment cards, and any other reimbursements, and distributions in the event Employer fails make sufficient funds from its general assets available to pay benefits under the Plan(s) and/or fails to fund the Plan(s) according to the relevant Schedule. Navia shall not be responsible or liable for the funding of claims for benefits under any Plan.

If at any time Navia has paid out more in benefits than received in funding (based upon either individual Covered Employee accounts or the Plan(s) aggregate balance) Employer shall deliver to Navia an amount equal to that deficit upon Navia's written request. If such funding is not received within two (2) days Navia may suspend all Services including but not limited to suspension of Electronic Payment Cards and benefit reimbursements.

- 1.7 If relevant to the Plan(s), Navia shall provide on-site enrollment meetings and attendance at benefits fairs, as reasonably requested by Employer, for the Fee and costs set forth in the Schedule.
- 1.8 Navia shall provide customer support weekdays, 5 a.m. to 5 p.m. Pacific Time, excluding holidays.
- 1.9 Navia will conduct Nondiscrimination Testing ("NDT") required under the Code for the attached Schedules. Navia will provide Employer with a Request for Information ("RFI") form requesting the data necessary to complete the NDT or provide an online version of the RFI. Within a reasonable amount of time after receipt of the requested information, Navia will provide test results, which will be based solely on the information provided by Employer and/or information maintained by Navia in accordance with the Schedule. Such test results are not intended as legal or tax advice and shall not be relied upon as legal or tax advice. Navia is under no obligation to advise Employer regarding specific corrective measures beyond providing the test results.
- 1.10 Employer may review reports summarizing the Plan via the Website. Employer is responsible for reviewing the reports submitted by Navia and notifying Navia of any errors of which it is aware within a reasonable period of time after reviewing them.

ARTICLE II. ELECTRONIC PAYMENT CARD SERVICES

- 2.1. If applicable to the Plan(s) selected in the attached Schedule(s), at Employer's request and payment of all applicable Fees, the Card Services Provider may make an Electronic Payment Card available to Covered Individuals through which eligible expenses may be paid in accordance with the following terms:
- 2.2. Covered Employees or Employer shall provide to Navia a valid email address for each Covered Employee requesting an Electronic Payment Card.
- 2.2.1. The Card Services Provider will issue an Electronic Payment Card to each Card Recipient within thirty (30) days of Navia's receipt of the Covered Employee's

enrollment data or the Covered Employee's online, electronic mail or form request. Employer understands and acknowledges that the Card Services Provider issues Electronic Payment Cards based solely on the information provided by Employer. Navia and the Card Services Provider have no obligation to verify or confirm that Card Recipients are Covered Individuals.

- 2.2.2. Card Recipients must agree to use the Electronic Payment Card in accordance with the terms of the Cardholder Agreement that accompanies the Electronic Payment Card. The Electronic Payment Card will be deactivated if the Covered Individual fails to use the Electronic Payment Card in accordance with the Cardholder Agreement or as otherwise required by applicable law.
- 2.2.3. The Electronic Payment Card may be used by Card Recipients to pay for eligible expenses (as defined by applicable law and the applicable Plan to the extent consistent with Navia's standard operating procedures) in accordance with the applicable rules and regulations.
- 2.2.4. Navia will require substantiation of expenses paid with the Electronic Payment Card in accordance with the requirements set forth in the Code and/or other applicable guidance. The Electronic Payment Card will be deactivated if the Card Recipient fails to provide the requested substantiation in a timely manner as determined by Navia in accordance with Federal guidelines.
- 2.2.5. All Cards will be deactivated on the date this Agreement is terminated, the date that Employer fails to satisfy its funding obligations as set forth herein, the date Employer files for bankruptcy and/or as necessary to prevent fraud or abuse (as determined by Navia).

CAFETERIA PLAN SERVICE SCHEDULE

Employer has established a Code Section 125 Plan to allow eligible employees to pay for their share of certain Benefit Plan coverage with pre-tax salary reductions (including but not limited to Employer contributions).

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

ARTICLE I. STANDARD SERVICES

1. Navia will provide a sample Code Section 125 plan document, summary plan description, and forms for review by Employer and Employer's legal counsel. Such standard documents and forms have been prepared in accordance with the standard of care set forth in the Agreement but are general in nature and do not take into consideration facts and circumstances specific to Employer and the Benefit Plans. Consequently, Navia makes no warranties and representations that such documents and forms will comply with applicable law as they relate to the Benefit Plans. Navia is not responsible for making changes or amending the documents.
2. All Benefit Plan elections and changes to elections will be processed as instructed by Employer and in accordance with the terms of the sample plan document referenced in 1.1 above and applicable law. Employer will provide Eligible Employees with election and change of election forms provided by Navia. If necessary for Navia to administer the other Services provided under this Agreement, Employer will collect and submit the completed election forms and/or change of election forms to Navia as soon as possible after receipt of such forms but no later than the effective date of such elections or change of elections. Employer is responsible for determining who is eligible for the Benefit Plan and who has satisfied the requirements to become a Covered Individual in the Benefit Plan. In addition, Employer is ultimately responsible for determining whether a requested change in election is permitted.

**HEALTH FLEXIBLE SPENDING ARRANGEMENT (“HEALTH FSA”) AND DEPENDENT
CARE FLEXIBLE SPENDING ARRANGEMENT (“DAY CARE FSA”) SCHEDULE
BENEFIT PLAN SERVICE SCHEDULE(S) AND FEES**

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. As part of the Services, Employer has asked Navia to assist it with Flexible Spending Arrangement (“FSA”) administration as more particularly described in this Schedule below.

1. RESPONSIBILITIES OF NAVIA

1.1. IMPLEMENTATION

Navia shall implement the Plan subject to the Plan Application and the direction and approval of Employer.

1.2. PLAN PROCESSING AND ADMINISTRATION Navia shall:

1.2.1. Provide claim reimbursements by check or direct deposit. Such claim reimbursements will be issued within two (2) Business Days after the later of: (1) the scheduled processing date; (2) the date Employer reconciles the Eligibility and Payroll Deduction Report (“EDR”) or submits an approved payroll report; or (3) the receipt of funds as required in the funding section.

1.2.2. Provide notification of online availability of the EDR, Disbursement, and Year-to-Date report.

1.2.3. Provide annual year-end report within ninety (90) days after the claims Run-Out Period has expired.

1.2.4. Perform claims adjudication, including verification of date, service, and cost of service.

1.3. PLAN DESIGN OPTIONS

1.3.1. If Employer provides for the Grace Period under IRS Notice 2005-42 (the “Grace Period”) Navia shall process claims against the prior Plan Year for services incurred through the 15th day of the third month following the end of the Plan Year. If applicable, apply any residual balance of Grace Period claims against the current Plan Year benefit.

1.3.2. If Employer provides for Carryover Administration under IRS Notice 2013-71 (the “Carryover”) Navia shall:

1.3.2.1. Carry over the lesser of the balance in the Health FSA as of the Carryover Date or \$500, from the previous year into the immediately following Health FSA Plan Year. The “Carryover Date” shall mean the date on or about the 15th day after the last day of the Run-Out Period. The “Balance” shall mean Health FSA Plan Year election less disbursements of the Health FSA.

- 1.3.2.2. Reduce the prior year Health FSA election according to the amount of the Carryover.
- 1.3.2.3. Establish a Health FSA election for Covered Employees with Carryover amounts that failed to enroll in the Health FSA in the immediately following Health FSA Plan Year. Monthly participant Fees shall apply as of the Carryover Date.
- 1.3.2.4. Adjudicate and process claims against the carryover amount after the Carryover Date. Upon request, Navia shall apply claims incurred in the immediately following year against unused amounts in the prior year before the Carryover Date. Such adjustments shall be subject to a Fee of \$65.00 per adjustment.

2. RESPONSIBILITIES OF EMPLOYER

2.1. IMPLEMENTATION

Employer shall timely provide the Plan Application and any other information reasonably necessary for Navia to satisfy its obligations hereunder.

2.2. REPORTING

Employer shall submit an approved payroll file or reconcile the EDR against payroll deductions for each processing date through the Website. If Employer cannot or does not perform this responsibility, Navia may charge \$65.00 per reconciled report. If Employer fails to provide the approved payroll file or reconcile the EDR for more than forty-five (45) days from the pay date deduction Navia may suspend claim processing.

2.3. FUNDING

For the initial term, Employer shall remit to Navia within 30 days after the commencement of the FSA Plan Year an Employer deposit equal to five percent (5%) of the projected annual elections for the Plan (the "Deposit") or \$1,000 whichever is greater. At the beginning of each subsequent Plan Year, Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employers using disbursement funding shall authorize Navia to direct debit for Employer dollars equal to Covered Individual claim reimbursements. Navia shall direct debit Employer's checking or savings account within two (2) Business Days of Employer's receipt of the Disbursement Report. In the event funding is not received within ten (10) days of the scheduled reimbursement date Navia may suspend claim processing.

3. FEES

3.1. Plan Year Fees:

\$300.00 annual fee for the Plan administration.

3.2. Monthly Processing and Administration Fees:

\$4.50 per month per FSA Covered Employee (\$50/month minimum)

- 3.3. Summary Plan Description Fee: \$3.50 per Summary Plan description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.
- 3.4. Plan Document Amendment Fee: In the event that Employer wishes to make changes to the Plan on any date other than the Plan anniversary date, Employer shall pay to Navia the following Fees:
 - 3.4.1. \$150 per amendment pertaining to general Plan design, eligibility or benefits.

OTHER BENEFIT PLAN ADMINISTRATION FEDERAL COBRA ADMINISTRATION SCHEDULE

Employer has independently concluded that one or more of its plans that provide medical care (“Health Plans”) are subject to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), as subsequently amended. Consequently, Employer is required to perform certain acts in order to comply with COBRA.

This Schedule is incorporated into and made a part of the Agreement. The responsibilities of the Parties set forth in this Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Schedule and any other part of the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined by COBRA or as set forth in the Agreement.

As part of the Services, Navia will provide COBRA-related administrative assistance (the “COBRA Administration”) for designated Health Plans communicated in writing to Navia and as more particularly described in this Schedule below.

1. Responsibilities of Navia

- 1.1. Navia shall implement the COBRA Administration subject to the Plan Application and the direction and approval of Employer
- 1.2. Navia will distribute its standard COBRA General Notice by first class mail or other permitted distribution method to the last known address of each Eligible Employee and, when required by applicable law, the spouse or dependent as soon as reasonably possible but no later than fourteen (14) days after receiving the information necessary to complete and send a COBRA General Notice from Employer. Navia will distribute its standard COBRA Specific Rights Notice and COBRA Election Form by first class mail or other permitted distribution method to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) days after receiving the information necessary to complete the COBRA Election Form from Employer, or where applicable, from the Qualified Beneficiary.
- 1.3. Navia has no obligation to record, track or resend any COBRA General Notices, COBRA Specific Rights Notice, COBRA Election Forms, late payment reminders, termination notifications, or any other form, document, or communication that is returned undeliverable.
- 1.4. If Navia receives notice from a Qualified Beneficiary that a qualifying event has occurred or a Qualified Beneficiary has been determined to be disabled by the Social Security Administration, and such Qualified Beneficiary is not eligible for COBRA for any reason, Navia will send a notice of ineligibility by first class mail as soon as reasonably possible but no later than fourteen (14) days after receiving notice from such Qualified Beneficiary.
- 1.5. Navia will process the COBRA Election Forms submitted by Qualified Beneficiaries in accordance with applicable law and Employer’s instructions. Employer is responsible for providing all information not otherwise required to be provided by the Qualified Beneficiary that Navia reasonably believes is necessary to process COBRA Election Forms.

- 1.6. Upon Employer's written request, Navia will send an open enrollment materials and open enrollment election form to the last known address of the Qualified Beneficiary to the extent Employer has provided the information necessary to complete and distribute the open enrollment election form. Upon Employer's written request, Navia will also process any mid-year changes in elections in accordance with Employer's Health Plan Document and applicable law.
- 1.7. Navia will notify the Qualified Beneficiary of the COBRA premium and the applicable due dates, as determined by Employer and the applicable due dates.
- 1.8. Navia will collect premiums from Qualified Beneficiaries (or third parties on behalf of Qualified Beneficiaries where applicable). All premiums collected by Navia in accordance with this Schedule will be deposited into an account maintained by Navia. Navia will send to Employer all premiums collected in accordance with this Schedule, reduced by a 2% administration Fee, by the 20th day following the end of month in which the premiums were collected. Navia is not responsible for paying the balance of the carrier invoice. Navia shall remit premiums collected but is not responsible for any failure of payment of carrier invoice for premiums not collected.
- 1.9. Navia will send a notice by first class mail to the last known address of the Qualified Beneficiary indicating that COBRA coverage is terminating or has terminated. The notice of termination will be sent as soon as reasonably possible but no later than a reasonable amount of time after COBRA coverage has ended.
- 1.10. Navia will provide responses to inquiries by providers and/or insurance Carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the information provided by Employer and maintained by Navia in accordance with this Schedule.
- 1.11. Navia will provide Employer with monthly remittance reports (an itemized status report of Qualified Beneficiaries). Employer is responsible for reviewing the report posted by Navia and notifying Navia of any errors of which it is aware within fourteen days of the report being posted. Navia is not responsible for any errors due the Employer's failure to review reports within the required timeframe.
- 1.12. Navia has no responsibility for the payment or reimbursement of health care claims.
- 1.13. Navia may deposit all COBRA premiums it receives in a non-interest-bearing bank account from which Navia shall remit payments to the Employer as required or permitted under this Agreement. Navia will maintain an accounting of the premiums in the bank account that are allocable to the Employer, adjusted for the remittances and for the reduction for fees.
- 1.14. The scope of Navia's Services as it relates COBRA includes Qualified Beneficiaries who are receiving COBRA coverage at the Effective Date of this Agreement, Qualified Beneficiaries in their election period that have already received a specific rights notice, Qualified Beneficiaries who have experienced a qualifying event in the thirty days prior to the Effective Date, as well as Qualified Beneficiaries who experience Qualifying Events on or after the Effective Date of this Agreement.

2. Responsibilities of Employer

- 2.1. Employer shall timely provide the Plan Application and any other information necessary for Navia to satisfy its obligations hereunder.
- 2.2. Employer shall notify all relevant Carriers that Navia is the COBRA administrator before the effective date of the COBRA Administration.
- 2.3. It is Employer's sole responsibility to reconcile the Carrier invoice with the remittance report provided by Navia within thirty 30 days of receipt. Any errors resulting from the failure to do so will be the sole responsibility of Employer.
- 2.4. Employer will provide the required notice data to Navia within 30 days of the date of COBRA Qualifying Event that is due to:
 - 2.4.1. Termination of an employee's employment.
 - 2.4.2. Reduction in an employee's hours that results in a loss of coverage under the Health Plan.
 - 2.4.3. Employee's death; or
 - 2.4.4. Employee's entitlement to Medicare that results in a loss of coverage under the Health Plan for the employee's spouse or dependent child.
 - 2.4.5. Knowledge of second qualifying event, notice of disability determination and notice of change in disability status.
 - 2.4.6. If Employer does not provide Navia the complete required notice data until after the 30 - day period expires, Navia will provide the Qualified Beneficiaries their Specific Rights Notice within fourteen (14) days after receiving the data, but subject to the following condition: if a Qualified Beneficiary timely elects COBRA, Employer will have sole responsibility (a) for any adverse consequences (including, for example, a Carrier's refusal to provide coverage or a stop-loss insurer's refusal to reimburse claims because the Carrier or insurer deems Employer to have provided untimely notice under COBRA) and (b) for ensuring the availability of continuation coverage to the Qualified Beneficiary for the maximum coverage period under COBRA.
- 2.5. Employer will notify Navia, in writing, of the premium rates and will do so at least forty-five (45) days before their effective date. If Employer notifies Navia of new premium rates less than forty-five (45) days before their effective date, Navia may defer implementing the new premium rates to the first day of the first month that occurs more than forty-five (45) days after Employer's notification to Navia. In the event Employer fails to timely report new premium rates to Navia, Employer shall be liable for any resulting consequences, including, but not limited to, funding any premium shortfall, reinstating coverage, or other negative consequence.
- 2.6. If the Carrier requires premium rate payment information within a specific timeframe, it is Employer's responsibility to independently obtain the information from the Website and to provide it to the Carrier.
- 2.7. Employer will promptly notify Navia in writing when Employer becomes aware of address changes of its employees, their spouses, and/or dependent children who are receiving continuation coverage.

- 2.8. Employer will promptly notify Navia in writing if it becomes aware that a Qualified Beneficiary who is receiving continuation coverage:
- 2.8.1. has become entitled to Medicare;
 - 2.8.2. has become covered by another Employer's group Health Plan;
 - 2.8.3. has been determined to be disabled by the Social Security Administration;
 - 2.8.4. has been determined to be no longer disabled by the Social Security Administration;
 - 2.8.5. has become divorced or legally separated; or
 - 2.8.6. no longer is a dependent child according to the terms of the Health Plan.
- 2.9. Employer will promptly notify Navia in writing when the Employer is no longer subject to COBRA.
- 2.10. Employer has the responsibility to pay, or to cause to be paid, all excise taxes required under Internal Revenue Code section 4980B, as and when required, and to file, or to cause to be filed, IRS Form 8928, as and when required.

3. FEES

COBRA Fees	
Participant Count Increase ¹	10%
Base Monthly Administration Fee	\$.45 per active covered employee
2% COBRA Administration Fee ²	Retained or Invoiced by Navia
Optional Services/Fees	
Mass mailing of initial general notice to all active employees and covered spouses.	\$3.00 per notice.
Open Enrollment Services	\$20 Fee per kit mailed plus postage

¹If updated counts are not received by the plan renewal date then Navia shall assume a 10% increase from the previous year.

²If this Fee is not added to the COBRA rates or paid by Qualified Beneficiaries, Navia will invoice Employer for the 2% COBRA Fee. If Employer subsidizes the COBRA premium, Navia will deduct the 2% from the monthly remittance or invoice Employer for the additional amount.

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls. This Exhibit is intended to comply with the Business Associate Agreement provisions set forth in 45 CFR §§ 164.314 and 164.504(e), and any other applicable provisions of 45 CFR parts 160 and 164, issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended, including by the Health Information Technology for Economic & Clinical Health Act of the American Recovery and Reinvestment Act of 2009 ('ARRA'), (collectively "HIPAA").

Navia recognizes that in the performance of Services under the Agreement it may have access to, create, and/or receive from the Benefit Plan(s) or on its behalf Protected Health Information ("PHI"). For purposes herein, PHI shall have the meaning given to such term in 45 CFR § 164.103, limited to the information created or received from the Benefit Plan(s) or on its behalf by Navia. Whenever used in this Exhibit A other capitalized terms shall have the respective meaning set forth below or in the Agreement, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Exhibit A but not defined herein or in the Agreement, shall have the same meaning as those terms are defined under HIPAA. This Exhibit shall be automatically amended to incorporate changes by Congressional act or by regulations of the Secretary that affect Business Associate or Covered Entity's obligations under this Exhibit.

1. Definitions.

- 1.1. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR 164.402.
- 1.2. Business Associate. "Business Associate" shall mean Navia Services, Inc. ("Navia").
- 1.3. Covered Entity. "Covered Entity" shall mean the Benefit Plan(s).
- 1.4. Electronic Protected Health Information. "Electronic Protected Health Information" ("ePHI") shall have the same meaning as the term "electronic Protected Health Information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.5. HHS. "HHS" shall mean the Department of Health and Human Services.
- 1.6. HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- 1.7. HITECH. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act.
- 1.8. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- 1.9. 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.
- 1.10. Protected Health Information. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.
- 1.11. Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR 164.103.
- 1.12. Secretary. "Secretary" shall mean the U.S. Secretary of the Department of Health and Human Services or his or her designee.

- 1.13. Security Incident. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR 164.304.
- 1.14. Security Rule. “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Part 160 and Part 164, subparts A and C.
- 1.15. Standards for Electronic Transactions Rule. “Standards for Electronic Transactions Rule” means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, 45 CFR Part 160 and Part 162.
- 1.16. Subcontractor. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR 160.103.
- 1.17. Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning given the term “unsecured protected health information” in 45 CFR 164.402.

2. **Obligations and Activities of Business Associate**

- 2.1. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- 2.2. Business Associate agrees to take reasonable efforts to limit its use and disclosure of, and requests for, PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. The foregoing minimum necessary standard does not apply to: 1) disclosures or requests by a health care provider for treatment purposes; (2) disclosures to the Individual who is the subject of the information; (3) uses or disclosures made pursuant to an Individual’s authorization; (4) uses or disclosures required for compliance with HIPAA; (5) disclosures to HHS when disclosure of information is required under the Privacy Rule for enforcement purposes; (6) uses or disclosures that are required by other law.
- 2.3. Business Associate agrees to develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of PHI and comply with applicable requirements under the Security Rule.
- 2.4. Business Associate shall notify Covered Entity of any Breach of Unsecured PHI of which it becomes aware. Such notice shall include, to the extent possible, the information listed in Section 2.6. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the individual committing the Breach, who is an employee, officer, or other agent of Business Associate.
- 2.5. Notice shall be made without unreasonable delay and in no case later than sixty (60) calendar days after the discovery of a Breach by Business Associate.
- 2.6. Notice of a Breach shall include, to the extent possible the following:
 - 2.6.1. Identification of each individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of the breach.
 - 2.6.2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known.
 - 2.6.3. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, or account number).
 - 2.6.4. The steps Individuals should take to protect themselves from potential harm resulting from the Breach.
 - 2.6.5. A brief description of any action taken to investigate the Breach, mitigate losses, and to protect against any further Breaches.

- 2.6.6. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- 2.7. If a law enforcement official determines that a notification or notice would impede a criminal investigation or cause damage to national security, such notification, notice or posting shall be delayed in accordance with 45 CFR 164.412.
- Upon Covered Entity's request, Business Associate will provide notice of Breach to the Individual(s) affected and such notice shall include, to the extent possible, the information listed in 2.6., unless, upon occurrence of a Breach, Covered Entity requests to disseminate or Navia and Covered Entity agree that Covered Entity will disseminate the notice(s). Any notice provided by Covered Entity to the Individual(s) shall comply with the content requirements listed in section 2.6., as well as any requirements provided under HIPAA, HITECH, and other applicable government guidance. Any notice required to be provided to HHS will be provided by Covered Entity. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Exhibit and/or any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Navia's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by the Employer by any means Navia selects, including through e-mail. Navia's obligation to report under this Section is not and will not be construed as an acknowledgement by Navia of any fault or liability with respect to any Use, Disclosure, or Security Incident.
- 2.8. Business Associate shall require each of its subcontractors, agents, or brokers, that creates, receives, maintains, or transmits PHI on behalf of Covered Entity to enter into a written agreement with Business Associate that provides satisfactory assurances that the subcontractor will appropriately safeguard that information, including without limitation the subcontractor's agreement to be bound by the same restrictions and conditions that apply to Business Associate with respect to such information.
- 2.9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI available to the Secretary, within ten (10) Business Days after receipt of written request or otherwise as designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule
- 2.10. Business Associate agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate will not be obligated to record disclosures of PHI or otherwise account for disclosures of PHI if neither Covered Entity nor Business Associate is required to account for such disclosures pursuant to the Privacy Rule.
- 2.11. Business Associate agrees to provide to Covered Entity or, upon Covered Entity's request, to an Individual, within ten (10) Business Days after receipt of written request, information collected in accordance with Section 2.10 of this Exhibit, in order to permit Covered Entity to respond to a written request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- 2.12. Business Associate agrees to provide access, at the request of Covered Entity and within ten (10) Business Days after receipt of written request, to PHI in the custody

and control of Business Associate in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If PHI is maintained in a Designated Record Set electronically, and an electronic copy of such PHI is requested, Business Associate will provide an electronic copy in the form and format requested if it is readily producible in such form and format. If it is not readily producible in such format, Business Associate will work with the Covered Entity or, at the Covered Entity's request, the individual to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR 164.524.

- 2.13. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set in the custody or control of Business Associate within ten (10) Business Days after receiving written request from the Covered Entity or, upon Covered Entity's request, as requested in writing by an Individual pursuant to 45 CFR 164.526.
- 2.14. In the event that Business Associate transmits or receives any Covered Electronic Transaction on behalf of the Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any subcontractors or agents that assist Business Associate in conducting Covered Electronic Transactions on behalf of the Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.
- 2.15. Business Associate shall not directly or indirectly receive payment in exchange for any PHI of an Individual unless Covered Entity or Business Associate received a valid authorization from the Individual, in accordance with 45 CFR 164.508, unless permitted under the HIPAA rules.
- 2.16. Business Associate shall not use PHI for marketing purposes without a valid authorization from the affected Individuals, unless such communication is permitted under the HIPAA rules
- 2.17. Business Associate shall not use or disclose genetic information for underwriting purposes in violation of the HIPAA rules.

3. **Permitted Uses and Disclosures by Business Associate**

- 3.1. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity related to the Administrative Services Agreement between Business Associate and Covered Entity.
- 3.2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instance of which it is aware in which the confidentiality of the information has been Breached.
- 3.3. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.4. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- 3.5. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 164.502(j)(1).

- 3.6. Except as expressly permitted by this Agreement, Business Associate shall not use or disclose PHI in any manner that would violate the requirements of the Privacy Rule if done by Covered Entity.

4. Obligations of Covered Entity and Employer

- 4.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 4.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.4. Employer acknowledges and agrees that Business Associate may disclose PHI in its possession to Employer's workforce as necessary to administer the Plan(s). Employer shall timely notify Business Associate in writing of any terminations or changes of such employees. Employer shall indemnify and hold harmless Business Associate and its employees for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by or caused the Plan, Employer, or Employer's Workforce.

5. Permissible Requests by Covered Entity

- 5.1. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except for uses or disclosures for the purposes of data aggregation, management, and administrative activities of Business Associate.

6. Miscellaneous

- 6.1. It is agreed that due to the manner in which PHI is retained and the retention requirements of the Internal Revenue Service, returning or destroying all of the PHI received from Covered Entity or created or received by Navia on behalf of Covered Entity, is infeasible. Therefore, Navia shall extend the protections of this Agreement to such PHI, and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Navia maintains such PHI.

EXHIBIT B EMPLOYER CERTIFICATION

This Exhibit is incorporated into and made part of the Agreement. The responsibilities of the Parties set forth in this Exhibit are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Exhibit and any other part of the Agreement with respect to the subject matter of this Exhibit, this Exhibit will control. In all other conflicts, the Agreement controls.

Employer sponsors a Benefit Plan or Benefit Plans where certain members of Employer's workforce perform services in connection with administration of the Benefit Plan(s). Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Benefit Plan(s) or its Business Associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of Employer's workforce unless Employer agrees to the conditions and restrictions set out below. To induce the Benefit Plan(s) to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Benefit Plan(s), Employer hereby accepts these conditions and restrictions and certifies that the Benefit Plan(s) documents have been amended to reflect these conditions and restrictions. Employer agrees to:

1. Not use or further disclose the information other than as permitted or required by the Plan Document or as required by law;
2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Benefit Plan(s), agrees to the same restrictions and conditions that apply to Employer with respect to such information;
3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee Benefit Plan of Employer;
4. Report to the Benefit Plan(s) any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Benefit Plan(s) or required by law;
5. Make available Protected Health Information to individuals in accordance with Section 164.524 of the Privacy Standards;
6. Make available Protected Health Information for amendment by Covered Individuals and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
7. Make available the Protected Health Information required to provide an accounting of disclosures to Covered Individuals in accordance with Section 164.528 of the Privacy Standards;
8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Benefit Plan(s) available to the Department of Health and Human Services for purposes of determining compliance by the Benefit Plan(s) with the Privacy Standards;

9. If feasible, return or destroy all Protected Health Information received from the Benefit Plan(s) that Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
10. Ensure the adequate separation between the Benefit Plan(s) and members of Employer's workforce, as required by law.

RESOLUTION

NO: 2019-04-054

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Authorizing Livingston County to Participate in the FY 2018 Homeland Security Grant Program (HSGP) and to Sign the FY-2018 HSGP Agreement – Emergency Management

WHEREAS, the FY-2018 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-2018 HSGP projected allocation by the Region One Homeland Security Planning Board's Executive Committee is \$126,155.46; and

WHEREAS, the breakdown of that funding is \$50,000 dollars of funding toward the Regional Planner position provided by the Region One Planning Board and \$76,155.46 dollars of funding is 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-2018 HSGP funds; and

WHEREAS, both the State of Michigan and Ingham County require various officials of participating counties to sign annual grant agreements and supporting documents and Livingston County maintains a Homeland Security Local Planning Team representing all public safety disciplines to determine the most worthwhile use of HSGP funding.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes 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 2018 Homeland Security Grant Program Agreement, the 2018 HSGP Region One Board Fiduciary Agreement, Planner agreement, and other supporting documents necessary to participate in the FY-2018 Homeland Security Grant Program, upon review by Civil Counsel.

BE IT FURTHER RESOLVED the Livingston County Board authorizes allowable program expenditures as approved by the Livingston County Homeland Security Local Planning Team up to the \$76,155.46 of FY-2018 Homeland Security Grant award and up to the \$50,000 dollar allotment for the Regional Planner position supported by HSGP FY-2018 funding.

BE IT FURTHER RESOLVED the Livingston County Board of Commissioners hereby designates the Livingston County Emergency Manager as the primary applicant agent and the County Emergency Management Director / Coordinator as the secondary agent.

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, 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 Cremona, Emergency Manager
Date: 3/22/2019
Re: Resolution Authorizing Acceptance of the FY 2018 Homeland Security Grant Program Agreement and Funds

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 EMHSD's Region One. The Region One FY 18 HSGP local funding amount is based on population. The Region One Fiduciary has allocated \$76,155.46 dollars of FY 18 HSGP funding to Livingston County for local projects that meet grant spending guidelines and that are reviewed and chosen by the Local Planning Team (LPT).

Region One has further specifically allocated up to \$50,000.00 to support the employment of a Region One Planner position that is hosted by Livingston County. Total FY-18 HSGP funding available for Livingston County through Region One is \$126,155.46

Annual HSGP participation requires officials of Livingston County to submit grant agreements, alignment and allowability forms, quotes, 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. The FY 18 HSGP grant agreement must be signed by the Livingston County Board Chairperson before funds can be released to, or utilized by Livingston County.

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

**FY 2018 HSGP Region 1 Board Sub recipient Agreement
Federal Funds from the Department of Homeland Security (CFDA 97.067)**

As part of the FY 2018 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 2018 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 2018 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 2018 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 2018 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.

The above agreement is agreed to and approved by the Region 1 Board Chair by his signature below.

Printed Name

Signature

Date

The above agreement is agreed to and approved by Ingham County, which will act as the fiduciary agent for Region 1 Board. The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of Ingham County.

Bryan Crenshaw

Printed Name

Chairperson, Ingham County Board of
Commissioners
Title

Signature

Date

The following jurisdictions in Region 1 agree to and approve the above agreement. The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the jurisdiction he or she represents.

Printed Name

Title

County Name

Signature

Date

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By:

Robert D. Townsend

Robert D. Townsend

N:\Client\Ingham\Sheriff\Agreements\HSGP Agrs\2018\FY2018 Subrecipient Agreement - Region 1 (2).doc
Ing/Sheriff #19-005

RESOLUTION

NO: 2019-04-055

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Authorizing Funds for the Purchase of Mobile Data Computers for Livingston County Law Enforcement and Fire Services Utilizing FY 18 Homeland Security Grant Program Funds Over \$25,000.00 Dollars –Emergency Management

WHEREAS, the FY 2018 Homeland Security Grant Program (HSGP) contains funding for both the State Homeland Security Program (SHSP) projects that can be utilized to support the fire service and the Law Enforcement Terrorism Prevention Program (LETPP) 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 18 HSGP grant allocation for Livingston County Projects is currently \$41,272.22 dollars for LETPP and \$34,883.24 dollars for SHSP. The total FY 18 HSGP fund available for local Livingston County projects is currently \$76,155.46 dollars; and

WHEREAS, Livingston County law enforcement and fire services are in need of replacing mobile data computers (MDCs) in response units. The majority of current responder MDCs are antiquated and are at an “end of life” status; and

WHEREAS, the Livingston County Local Planning Team has voted to dedicate the FY 18 HSGP allocation of funding to the purchase of new MDCs for Livingston County Law Enforcement and Fire Service responders. 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 and a total of ten (10) MDCs could be purchased for Livingston County Fire Service agencies with the FY 18 HSGP LETPP and SHSP funds; and

WHEREAS, the cost of both project is \$73,364.28 dollars. The law enforcement project will cost \$40,016.88 and the fire service project will cost \$33,347.40 dollars. Both projects are above the purchasing threshold of \$25,000.00 dollars and require Livingston County Board of Commissioner’s review and approval.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the use of available funds from the FY 18 Homeland Security Grant Program to support both Livingston County Law Enforcement and Fire Services in the acquisition of Twenty-two (22) Mobile Data Computers (MDCs); Twelve (12) to be utilized by local and county law enforcement at the cost of \$40,016.88 dollars from the available LETPP funds and ten (10) at the cost of \$33,347.40 dollars from the SHSP funds to be utilized by the fire services in Livingston County for a total expenditure of \$73,364.28 dollars from the FY 18 HSGP funds allocated for Livingston County. The purchase will be from DELL, a sole source provider, through the Livingston County IT Department.

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**MOVED:
SECONDED:
CARRIED:**



Subtotal (20)

\$33,347.40

Details

FY 18 Fire
Quote number # 1027129977080
Created March 1, 2019
Expires March 31, 2019
Created by analepa@livgov.com

Billing

Order contact
Allison Nalepa, Livingston County
Dell Contract Code: 87AHG
Customer agreement number:
071B6600111
Phone number: (517) 540-8803
Additional::
analepa@livgov.com

Billing information
ACCOUNTS PAYABLE,
LIVINGSTON COUNTY
ADMINISTRATION BLDG,
HOWELL, MI, 48843-2488
Customer number: 10920868
Phone number: (517) 540-8803
Additional:: (517) 545-9658
ANALEPA@LIVGOV.COM

Tax exemption
I am not tax exempt

Shipping

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Items

Quantity

Unit Price

Item total



Latitude Rugged 7214 only

10

\$2,808.43

\$28,084.30

Dell Contract Code: 87AHG

Estimated Ship Date

Ships in 8 - 11 business days

Catalog Number: 70 / rcrc1421118-5167928

Category	Description	Code	SKU	ID
Latitude 12 Rugged Extreme (7214)	Dell Latitude 7214 XCTO	X7214T	[210-AJRS]	1
Processor	Intel® Core™ i5-6300U Processor (3MB Cache, 2.40 GHz)	I56300	[338-BJKC]	146
Operating System	Windows 10 Pro 64bit English with Windows 7 image	10P6DE	[619-AHCR] [365-1173]	11
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Microsoft Office	No Productivity Software	NOPSW	[630-AARX]	1002
Systems Management	Intel vPro™ Technology's Advanced Management Features	VPRO	[631-AAZC]	49
Memory	8GB 1x8GB DDR4 2133MHz Memory	8G1D4	[370-ACDD]	3
Hard Drive	256GB Mobility Solid State Drive	256SSD	[400-ANIO]	8
Video Card	Intel® HD Graphics 520	UMA	[490-BBTM]	6
LCD and Front Camera	11.6" HD 1366x768 Touch Display with Microphone & Camera	TCMRAM	[391-BCSF]	760

Category	Description	Code	SKU	ID
Keyboard	Sealed Internal RGB Backlit English Key board	KBENG	[580-ABYR] [389-BKMY]	4
Mouse	No Mouse Selected	NOMSE	[570-AADK]	12
Driver	Intel® Dual-Band Wireless-AC 8260 (80 2.11ac 2x2, + Bluetooth 4.2) Driver	8260AC	[555-BCZH]	7
Wireless	Intel® Dual-Band Wireless-AC 8260 (80 2.11ac 2x2, + Bluetooth 4.2)	8260AC	[555-BCXB]	19
Mobile Broadband	DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon (Windows 10/8.1)	D5808TV	[556-BBPJ] [395-BBBK] [389-BKOT]	114
Primary Battery	4-cell (56Wh) Lithium Ion Battery	56W	[451-BBWO]	112
Power Supply	65W A/C Adapter (3-pin)	65WE5	[492-BBEM]	1015
Fingerprint Reader	No Fingerprint Reader	NOFPRDR	[346-BBXW]	55
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Cable	Power Cord, US	PWRUS	[450-AAEJ]	20
Documentation	Safety/Environment and Regulatory Guide (English/French)	EFD0C	[340-AGIK]	21
Getting Started Guide	English Getting Started Guide	TSHENG	[340-BEXO]	60
E-Star	No Energy Star	NOESTAR	[387-BBCE]	122
Packaging	Shipping Material for Latitude 12 Rugged Extreme (7214)	SHPSHTL	[340-AAFC] [328-BBMU]	465
Canada Ship Options	Non-Canada orders only	USNONE	[332-1286]	111
Label	Regulatory label	REGLBL	[389-BKKW]	676
Transportation from ODM to Region	Standard Shipment	STND	[800-BBGS]	200080
TAA	No TAA	NOTAA	[340-ACQQ]	97
All in one Solution	No Stand	NOSTND	[575-BBCH]	558
Carrying Cases	No Carrying Case	NONE	[460-BBEX]	118
Processor Branding	Intel Core i5 Vpro Processor Label	I5VPRO	[389-BJUF]	749
Non-Microsoft Application Software	WIN10	WIN10	[640-BBQC] [640-BBLW] [658-BCUV] [658-BBMR] [340-ADFZ] [525-BBCL] [422-0007] [658-BBNF]	1003
Hot-Swap Bridge Battery	Hot-Swap Bridge Battery	HSWBAT	[451-BBWQ]	16
Support Tech Sheet and Powercord	No UPC Label	NOUPC	[389-BDCE]	292
Operating System Recovery Options	No Media	NOMEDIA	[620-AAOH]	200013
Expansion Slot	ExpressCard Reader (54mm)	EXCRD	[540-BBFB]	13

Category	Description	Code	SKU	ID
Bottom Camera	Bottom Camera with Flash	BRWCMRA	[319-BBEB]	379
Dedicated GPS	Dedicated u-blox NEO-M8Q-0-01 GPS Card	UBLOXQ	[658-BDNT]	1409
Hazardous Locations Certification	No Hazardous Locations Certification	NOHLC	[340-ACQQ]	739
Hardware Support Services	4 Years ProSupport Plus with Next Business Day Onsite Service	PPN4	[804-0511] [997-7007] [997-8367] [804-0513] [975-3461] [997-6988] [997-7010] [997-7036]	29

Havis Dock DS-DELL-416

10

\$526.31

\$5,263.10



DEVMT,DOCKST,DELL,LAT12-14,BASIC,LPS

Dell Contract Code: 87AHG

Manufacturer Part# : DS-DELL-416

Dell Part# : AA472932

Estimated Ship Date

Ships in 0 - 1 business days

Catalog Number: 70 / rcrc1421118-5168226

Subtotal (20): \$33,347.40

Subtotal (20) \$33,347.40

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

***Dell Business Credit:** Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

****Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers.** Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

¹Subject to applicable law and regulations.

ALL ORDERS ARE SUBJECT TO APPROVAL AND ACCEPTANCE BY DELL. Pricing, availability and other terms of offer may be withdrawn or changed without notice. Dell cannot be held responsible for errors in typography or photography.



Subtotal (24)

\$40,016.88

Details

FY 18 PD

Quote number # 1025752738282

Created March 1, 2019

Expires March 31, 2019

Created by analopa@livgov.com

Billing

Order contact

Allison Nalepa, Livingston County

Dell Contract Code: 87AHG

Customer agreement number:

071B6600111

Phone number: (517) 540-8803

Additional::

analopa@livgov.com

Billing information

ACCOUNTS PAYABLE,

LIVINGSTON COUNTY

ADMINISTRATION BLDG,

HOWELL, MI, 48843-2488

Customer number: 10920868

Phone number: (517) 540-8803

Additional:: (517) 545-9658

ANALEPA@LIVGOV.COM

Tax exemption

I am not tax exempt

Shipping

Delivery method

FREE Standard Delivery

Trade compliance

No, I will not be exporting

Payment method

Items

Quantity

Unit Price

Item total



Latitude Rugged 7214 only

12

\$2,808.43

\$33,701.16

Dell Contract Code: 87AHG

Estimated Ship Date

Ships in 8 - 11 business days

Catalog Number: 70 / rcrc1421118-5167928

Category	Description	Code	SKU	ID
Latitude 12 Rugged Extreme (7214)	Dell Latitude 7214 XCTO	X7214T	[210-AJRS]	1
Processor	Intel® Core™ i5-6300U Processor (3MB Cache, 2.40 GHz)	I56300	[338-BJKC]	146
Operating System	Windows 10 Pro 64bit English with Windows 7 image	10P6DE	[619-AHCR] [365-1173]	11
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
Microsoft Office	No Productivity Software	NOPSW	[630-AARX]	1002
Systems Management	Intel vPro™ Technology's Advanced Management Features	VPRO	[631-AAZC]	49
Memory	8GB 1x8GB DDR4 2133MHz Memory	8G1D4	[370-ACDD]	3
Hard Drive	256GB Mobility Solid State Drive	256SSD	[400-ANIO]	8
Video Card	Intel® HD Graphics 520	UMA	[490-BBTM]	6
LCD and Front Camera	11.6" HD 1366x768 Touch Display with Microphone & Camera	TCMRAM	[391-BCSF]	760

Category	Description	Code	SKU	ID
Keyboard	Sealed Internal RGB Backlit English Key board	KBENG	[580-ABYR] [389-BKMY]	4
Mouse	No Mouse Selected	NOMSE	[570-AADK]	12
Driver	Intel® Dual-Band Wireless-AC 8260 (80 2.11ac 2x2, + Bluetooth 4.2) Driver	8260AC	[555-BCZH]	7
Wireless	Intel® Dual-Band Wireless-AC 8260 (80 2.11ac 2x2, + Bluetooth 4.2)	8260AC	[555-BCXB]	19
Mobile Broadband	DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon (Windows 10/8.1)	D5808TV	[556-BBPJ] [395-BBBK] [389-BKOT]	114
Primary Battery	4-cell (56Wh) Lithium Ion Battery	56W	[451-BBWO]	112
Power Supply	65W A/C Adapter (3-pin)	65WE5	[492-BBEM]	1015
Fingerprint Reader	No Fingerprint Reader	NOFPRDR	[346-BBXW]	55
FGA Module	No FGA	NOFGA	[817-BBBB]	572
Cable	Power Cord, US	PWRUS	[450-AAEJ]	20
Documentation	Safety/Environment and Regulatory Guide (English/French)	EFD0C	[340-AGIK]	21
Getting Started Guide	English Getting Started Guide	TSHENG	[340-BEXO]	60
E-Star	No Energy Star	NOESTAR	[387-BBCE]	122
Packaging	Shipping Material for Latitude 12 Rugged Extreme (7214)	SHPSHTL	[340-AAFC] [328-BBMU]	465
Canada Ship Options	Non-Canada orders only	USNONE	[332-1286]	111
Label	Regulatory label	REGLBL	[389-BKKW]	676
Transportation from ODM to Region	Standard Shipment	STND	[800-BBGS]	200080
TAA	No TAA	NOTAA	[340-ACQQ]	97
All in one Solution	No Stand	NOSTND	[575-BBCH]	558
Carrying Cases	No Carrying Case	NONE	[460-BBEX]	118
Processor Branding	Intel Core i5 Vpro Processor Label	I5VPRO	[389-BJUF]	749
Non-Microsoft Application Software	WIN10	WIN10	[640-BBQC] [640-BBLW] [658-BCUV] [658-BBMR] [340-ADFZ] [525-BBCL] [422-0007] [658-BBNF]	1003
Hot-Swap Bridge Battery	Hot-Swap Bridge Battery	HSWBAT	[451-BBWQ]	16
Support Tech Sheet and Powercord	No UPC Label	NOUPC	[389-BDCE]	292
Operating System Recovery Options	No Media	NOMEDIA	[620-AAOH]	200013
Expansion Slot	ExpressCard Reader (54mm)	EXCRD	[540-BBFB]	13

Category	Description	Code	SKU	ID
Bottom Camera	Bottom Camera with Flash	BRWCMRA	[319-BBEB]	379
Dedicated GPS	Dedicated u-blox NEO-M8Q-0-01 GPS Card	UBLOXQ	[658-BDNT]	1409
Hazardous Locations Certification	No Hazardous Locations Certification	NOHLC	[340-ACQQ]	739
Hardware Support Services	4 Years ProSupport Plus with Next Business Day Onsite Service	PPN4	[804-0511] [997-7007] [997-8367] [804-0513] [975-3461] [997-6988] [997-7010] [997-7036]	29

Havis Dock DS-DELL-416

12

\$526.31

\$6,315.72



DEVMT,DOCKST,DELL,LAT12-14,BASIC,LPS

Dell Contract Code: 87AHG

Manufacturer Part# : DS-DELL-416

Dell Part# : AA472932

Estimated Ship Date

Ships in 0 - 1 business days

Catalog Number: 70 / rrcrc1421118-5168226

Subtotal (24): \$40,016.88

Subtotal (24) \$40,016.88

Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, Xeon Inside, and Intel Optane are trademarks of Intel Corporation or its subsidiaries in the U.S. and/or other countries.

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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: 03/22/2019
Re: RESOLUTION TO APPROVE FUNDING FOR THE PURCHASE OF MOBILE DATA COMPUTERS FOR LIVINGSTON COUNTY LAW ENFORCEMENT AND FIRE SERVICE UTILIZING FY 18 HOMELAND SECURITY GRANTS PROGRAM FUNDS OVER \$25,000.00 DOLLARS

The FY 2018 Homeland Security Grant Program (HSGP) contains funding for both the State Homeland Security Program (SHSP) projects that can be utilized to support the fire service and the Law Enforcement Terrorism Prevention Program (LETPP) utilized for law enforcement projects that can be used to prevent, respond to, and or recover from a terrorism related event. The FY 18 HSGP grant allocation for Livingston County Projects is currently \$41,272.22 dollars for LETPP and \$34,883.24 dollars for SHSP. The total FY 18 HSGP fund available for local Livingston County projects is currently \$76,155.46 dollars.

Livingston County Emergency Management has a pending project for interoperable communications for both law enforcement and fire services that fits the requirements of the FY 18 HSGP SHSP and LETPP funding. Livingston County law enforcement and fire services are in need of replacing mobile data computers (MDCs) in response units. The MDCs are required and utilized for interoperable communications on the local, county and state level. The majority of current responder MDCs are antiquated and are at an "end of life" status.

The Livingston County Local Planning Team has voted to dedicate the FY 18 HSGP allocation of funding to the purchase of new MDCs for Livingston County Law Enforcement and Fire Service responders. 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 and a total of ten (10) MDCs could be purchased for Livingston County Fire Service agencies with the FY 18 HSGP LETPP and SHSP funds.

The cost of both project is \$73,364.28 dollars. The law enforcement project will cost \$40,016.88 and the fire service project will cost \$33,347.40 dollars. Both projects are above the purchasing threshold of \$25,000.00 dollars. Therefore, these expenditures must be reviewed and approved by the Livingston County 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 Twenty-two (22) mobile data computers; Twelve (12) to be utilized by local and county law enforcement and ten (10) to be utilized by the fire services in Livingston County. The purchase will be from DELL, a sole source provider, through the Livingston County IT Department.

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

RESOLUTION

NO: 2019-04-056

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Authorizing an Agreement with CC Sports to Provide Two Loaner Sea-Doos during 2019 Marine Safety Program - Sheriff's Office

WHEREAS, the Livingston County Sheriff's Office currently has a Marine Safety Program which patrols and enforces laws on the County's waterways; and

WHEREAS, CC Sports has invited the Livingston County Sheriff's Office to enter into a loaner agreement whereby CC Sports will provide, at no cost to the Sheriff's Office, two loaner Sea-Doos for use in the patrol of County waterways during the 2019 Marine Safety Program; and

WHEREAS, the duration of the loan will be a minimum of one season and a maximum of twelve months; and,

WHEREAS, a Sea-Doo is better suited for the times when a one-man patrol is utilized; and

WHEREAS, a Sea-Doo is more fuel efficient and more maneuverable than a boat; and

WHEREAS, a Sea-Doo can be launched into small lakes and other locations that are not accessible to the Sheriff's patrol boat.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with CC Sports for two loaner Sea-Doos for the period of a minimum of one season and a maximum of 12 months.

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, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY SHERIFF

150 S. Highlander Way, Howell, MI 48843
Phone 517-540-7946 Fax 517-545-9627
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners

From: Sgt. Daniel Knapp

Date: 03/18/2019

**Re: Resolution Authorizing the Sheriff's Office to Enter Into a
Loaner Agreement With CC Sports for Two Loaner Sea-
Doo's during 2019 Marine Safety Program – Sheriff**

CC Sports has invited the Livingston County Sheriff's Office to enter into a loaner agreement whereby CC Sports will provide, at no cost to the Sheriff's Office, two loaner Sea-Doos for use in the Sheriff's 2019 Marine Safety Program. This agreement was previously approved for the 2018 Marine Safety Program under Resolution 2018-05-090.

The duration of the loaner agreement involving the two personal watercrafts (PWC) is a minimum of one season and a maximum of twelve months.

A PWC is better suited for use on the occasions when a one-man patrol is utilized. A PWC is much more fuel efficient and maneuverable than a boat. One can be launched at locations in the County where the patrol boat cannot.

The Sheriff's Office is requesting that the Livingston County Board of Commissioners authorizes the Sheriff to enter into this agreement for two loaner Sea-Doo's which will be utilized in the Sheriff's 2019 Marine Safety Program.

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

Respectfully,

Sgt. Daniel Knapp

From: [Daniel H. Knapp](#)
To: [Kristen Landis](#)
Subject: FW: Sea Doo Agreement
Date: Tuesday, March 26, 2019 2:21:39 PM
Attachments: [Mimecast Attachment Protection Instructions.msg](#)
[Personal Watercraft Loaner Agr 2019.doc](#)

From: Tim Perrone [mailto:tperrone@cstmlaw.com]
Sent: Thursday, March 21, 2019 9:05 AM
To: Daniel H. Knapp; Gwen Kamm
Subject: [EXT] RE: Sea Doo Agreement

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Sgt. Knapp:

I have attached a draft of the proposed Agreement. There are blank spaces for the year and HIN for the watercraft. I left the trailer the same.

Please check the dates and other details of the Agreement, and let me know of any changes.

This is just a draft. The final version will be forthcoming after the County Board authorizes it by Resolution.

Do not hesitate to contact me if you have any questions.

Timothy M. Perrone
Cohl, Stoker & Toskey, P.C.
(517) 372-9000
tperrone@cstmlaw.com

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From: Daniel H. Knapp [mailto:DKnapp@livgov.com]
Sent: Tuesday, March 19, 2019 12:33 PM
To: Gwen Kamm
Cc: Tim Perrone
Subject: RE: Sea Doo Agreement

Great thank you. I'm hoping to just change the dates and remove the Sea Doo's vin numbers because we will be getting new ones every year.

Thanks,

Sgt. Knapp

From: Gwen Kamm [<mailto:gkamm@cstmlaw.com>]
Sent: Tuesday, March 19, 2019 12:08 PM
To: Daniel H. Knapp
Cc: Tim Perrone
Subject: [EXT] RE: Sea Doo Agreement

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Thank you. I have passed this along to Mr. Perrone since he did the last contract.

Gwen M. Kamm
Legal Assistant
Cohl, Stoker & Toskey, P.C.
517-372-9000
gkamm@cstmlaw.com

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From: Daniel H. Knapp [<mailto:DKnapp@livgov.com>]
Sent: Monday, March 18, 2019 1:11 PM
To: Gwen Kamm
Subject: Sea Doo Agreement

Good afternoon,

If you recall last year you typed up a Personal Watercraft agreement between C&C Sports and the LCSO. Would you be able to update this for us? The only changes will be the VIN number(which I won't have till late April), Chairman and year of the Sea Doo's. I have to present this to the board at the beginning of April and didn't know if you would be able to do this without the specific VIN numbers of the PWC. I have attached last year's agreement.

Thanks,

Sergeant D. Knapp #556

*Livingston County Sheriff Office
150 S. Highlander Way
Howell, MI 48843
Office# 517-540-7946
Fax# 517-546-1800
Dknapp@livgov.com*

PERSONAL WATERCRAFT LOANER AGREEMENT

THIS AGREEMENT is entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of the **LIVINGSTON COUNTY SHERIFF'S DEPARTMENT** at 150 South Highlander Way, Howell, Michigan 48843 (hereinafter referred to as "Sheriff's Department") and **C & C SPORTS, INC.**, of 8090 W. Grand River Ave., Brighton, MI. 48114 (hereinafter referred to as "Contractor").

RECITALS:

WHEREAS, the Sheriff's Department requires the use of two personal watercraft and trailer for its Marine Safety Program on rivers and lakes within Livingston County; and

WHEREAS, Contractor is in the business of providing the personal watercraft and trailer that the Sheriff's Department requires; and

WHEREAS, Contractor is willing to loan the personal watercraft and trailer to the Sheriff's Department during the summer of 2019, at no cost.

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

1. **Agreement Period and Termination.** The term of this Agreement shall commence on the **10th day of May, 2019**, and shall continue to **the 30th day of September, 2019**, at which time this Agreement shall terminate. Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without, cause at any time, upon ten (10) days prior written notice to Contractor.

2. **Equipment to be Loaned by Contractor.** Contractor shall provide the Sheriff's Department, at such times as mutually agreed upon by the Sheriff's Department and the Contractor, with two (2) personal watercraft, and trailer, that it requires for its Marine Safety Program. The personal watercraft and trailer (hereinafter, "the Equipment") to be provided by Contractor include the following:

- 2019 Sea-Doo GTR 230 Black/blue, HIN YDV48126B919
- 2019 Sea-Doo GTR 230 Black/blue, HIN YDV48110B919
- 2018 Karavan WC-2200-84 Double PWC trailer, VIN SKTWS1713JF520968

3. **Maintenance, Repair and Insurance of Equipment.** The County shall be responsible for all maintenance and repair of the Equipment while it is the County's possession. The County shall be responsible for any damage to the Equipment occurring during the County's use, subject to any applicable warranties. The County shall carry appropriate insurance for the Equipment while it is in the County's possession, and will provide proof of insurance coverage to Contractor upon request.

4. **Return of Equipment.** On or before September 30, 2019, the County shall return the Equipment to the Contractor, in reasonable condition for sale.

5. **Independent Contractor.** It is expressly understood and agreed that Contractor is an independent contractor. Contractor shall in no way be deemed to be and shall not hold himself out as the employee, servant or agent of the County, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, or paid sick or vacation leave.

6. **Indemnification and Hold Harmless.** Contractor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, the Sheriff's Department and the County's and Sheriff's Department's elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that the County, the Sheriff's Department, and their elected and appointed officers, employees, servants and agents may incur as a result of any negligent acts or omissions of the Contractor that may arise out of this Agreement.

7. **Nondiscrimination.** Contractor, 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

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

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

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

8. **Amendment or Modification.** All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.

9. **Assignment or Subcontracting.** Neither the County nor Contractor shall assign, subcontract or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

10. **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 County, or the County is made a party thereof, the County and Contractor 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.

11. 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.

12. 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.

13. Severability of Invalid and/or 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 of 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 provision results in the illegality or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was determined to be invalid or unenforceable.

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

COUNTY OF LIVINGSTON

C & C SPORTS, INC.

BY:

DONALD S. PARKER - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: _____

BY:

(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Dated: _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE - / /2019

N:\Client\Livingston\Sheriff\Agreements\C&C Sports\Personal Watercraft Loaner Agr 2019.doc
Liv/Shf: #18-005

RESOLUTION

NO: 2019-04-057

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Authorizing an Agreement with Vance Outdoors, Inc. to Provide Ammunition Supply Services for the Livingston County Sheriff's Office - Sheriff

WHEREAS, Livingston County has determined a need to contract for a supplier to provide ammunition for the Livingston County Sheriff's Office on an as-needed basis; and

WHEREAS, the current contract has expired; and

WHEREAS, in accordance with the County's Procurement Policy, a formal bid process was performed and the submitted proposals were evaluated; and

WHEREAS, Vance Outdoors, Inc. of Columbus, OH, submitted a proposal to provide Ammunition supply services per the proposed rates in Attachment A: Revised Pricing Proposal of RFP-LC-19-03 for a one (1) year term beginning May 1, 2019 to May 1, 2020 with options for four (4) additional one- year renewals for a total contract period not to exceed five (5) years; and

WHEREAS, funding for same has been allocated and approved as part of the departmental budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Vance Outdoors, Inc. to supply ammunition on an as-needed basis for a one (1) year term commencing on May 1, 2019 to May 1, 2020 with options for up to four (4) additional one-year renewals for a total contract period not to exceed five (5) years.

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

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign renewals options for Vance Outdoors, Inc. to provide ammunition supply needs for Livingston County Sheriff's Office as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2019-04-058

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Authorizing the Issuance of not to Exceed \$11,500,000 Refunding Bonds, Series 2019 (Limited Tax General Obligation) – County Administration

WHEREAS, the County of Livingston (the “County”) issued its Limited Tax General Obligation Capital Improvement Bonds (Livingston County Jail Expansion Project), Series 2014, dated as of August 14, 2014, in the principal amount of \$14,200,000 (the “Prior Bonds”) on August 14, 2014, to defray part of the cost of constructing, furnishing and equipping county jail facilities and improving the site thereof (the “Jail Facilities”); and

WHEREAS, the Prior Bonds were issued as bonds the interest on which is excludable from gross income of the holders thereof for federal income tax purposes (“Tax-Exempt Bonds”), and the bond authorizing resolution adopted by the Board of Commissioners of the County (the “Prior Bonds Resolution”) contained a covenant to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the Prior Bonds would be and remain Tax-Exempt Bonds; and

WHEREAS, pursuant to arrangements between the United States Marshals Service and the Livingston County Sheriff’s Office, the United States Marshals Service has been utilizing part of the Jail Facilities to house federal prisoners, and it is expected that such use will continue and expand in the future; and

WHEREAS, such future expanded use could cause the Prior Bonds to lose their status as Tax-Exempt Bonds and the County to violate its covenant to maintain the Prior Bonds as Tax-Exempt Bonds if corrective action, such as the refunding of the Prior Bonds and defeasance of the Prior Bonds Resolution, is not taken; and

WHEREAS, the Prior Bonds remain outstanding in various principal amounts, and the County has been advised that the Prior Bonds could be refunded and the Prior Bonds Resolution defeased, thereby eliminating the covenant to maintain the Prior Bonds as Tax-Exempt Bonds, if such refunding bonds were issued as bonds that are not Tax-Exempt Bonds; and

WHEREAS, Part VI of Act No. 34, Public Acts of Michigan, 2001, as amended (“Act 34”), authorizes the issuance of refunding bonds for the purpose of refunding all or part of the County’s outstanding securities, including the Prior Bonds, if the refunding is necessary to eliminate covenants applicable to the outstanding securities, and upon the requisite determination by the Department of Treasury of the State of Michigan pursuant to Act 34; and

WHEREAS, the Board of Commissioners of the County has determined that it is in the best interest of the County to eliminate the covenant to maintain the Prior Bonds as Tax-Exempt Bonds through the issuance of such refunding bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. AUTHORIZATION OF BONDS – PURPOSE. Bonds of the County aggregating the principal sum of not to exceed Eleven Million Five Hundred Thousand Dollars (\$11,500,000) (the “Refunding Bonds”) shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the Prior Bonds. The County Administrator (the “Authorized Officer”) is authorized to designate which of the Prior Bonds shall be refunded (the “Prior Bonds To Be Refunded”).

2. BOND DETAILS. The Refunding Bonds shall be designated “Refunding Bonds, Series 2019 (Limited Tax General Obligation),” shall be dated as of the date approved by order of the

Authorized Officer; shall be numbered from 1 upwards; shall be fully registered; shall be in the denominations and bear interest at a rate or rates per annum as shall be determined by order of the Authorized Officer; shall be payable on such dates as shall be determined by order of the Authorized Officer; and shall be serial bonds and/or term bonds and mature on such dates and in such years as shall be determined by order of the Authorized Officer, provided, however, that the final maturity shall not be later than May 1, 2029. If the original purchaser of the Refunding Bonds shall designate certain of the Refunding Bonds as term bonds, the principal maturities of the Refunding Bonds shall become mandatory redemption requirements in accordance with the provisions of Section 5 and the form of Refunding Bond set forth in Section 10.

If requested by the original purchaser of the Refunding Bonds and determined by the Authorized Officer, the Refunding Bonds may be issued in the form of a single bond with an exhibit containing the principal maturity amounts and applicable interest rates and due dates.

3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Refunding Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Refunding Bonds to the bond registrar and paying agent as they severally mature; provided, however, that the Authorized Officer may determine by order that presentation and surrender of the Refunding Bonds to the bond registrar and paying agent are not required for payment of some or all of the principal installments, and in such case such principal installments shall be paid to the registered owner of the Refunding Bonds as shown on the registration books. Interest shall be paid to the registered owner of each Refunding Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

4. OPTIONAL PRIOR REDEMPTION. The Refunding Bonds shall not be subject to optional redemption prior to maturity.

5. MANDATORY PRIOR REDEMPTION. If any of the Refunding Bonds are designated by the original purchaser as term bonds, such Refunding Bonds shall be subject to mandatory prior redemption at par and accrued interest in accordance with the maturity schedule determined by the Authorized Officer and upon the terms and conditions set forth in the form of Refunding Bond contained in Section 10 hereof. The Refunding Bonds to be redeemed shall be selected by lot.

6. BOOK-ENTRY SYSTEM. Initially, if requested by the original purchaser of the Refunding Bonds and determined by the Authorized Officer, one fully-registered Refunding Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”) for the benefit of other parties (the “Participants”) in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the Refunding Bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of Refunding Bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange Refunding Bond certificates as requested by DTC and any Participant or “beneficial owner” in appropriate amounts in accordance with this resolution. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated

to deliver Refunding Bond certificates in accordance with the procedures established by this resolution. In the event Refunding Bond certificates are issued, the provisions of this resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Refunding Bonds to any Participant having Refunding Bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such Refunding Bonds and all notices with respect to the Refunding Bonds shall be made and given, respectively, to DTC. The Authorized Officer is authorized to sign the Blanket Issuer Letter of Representations on behalf of the County in such form as such official signing the Blanket Issuer Letter of Representations deems necessary or appropriate in order to accomplish the issuance of the Refunding Bonds in accordance with law and this resolution.

Notwithstanding any other provision of this section to the contrary, if the Authorized Officer deems it to be in the best interest of the County, the Refunding Bonds shall not initially be issued through the book-entry-only transfer system of DTC.

7. BOND REGISTRAR AND PAYING AGENT. The Authorized Officer shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Authorized Officer from

time to time as required may designate a similarly qualified successor bond registrar and paying agent. Notwithstanding any provision of this section to the contrary, if the Authorized Officer deems it to be in the best interest of the County, the County Treasurer or other County official as determined by the Authorized Officer shall serve as bond registrar and paying agent for the Refunding Bonds.

8. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and authenticated by the manual signature of the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Refunding Bonds. After the Refunding Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer or the County Administrator to the purchaser of the Refunding Bonds upon receipt of the purchase price. Additional Refunding Bonds bearing the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Refunding Bonds. The bond registrar and paying agent shall indicate on each Refunding Bond the date of its authentication.

9. EXCHANGE AND TRANSFER OF BONDS. Any Refunding Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Refunding Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bond.

Each Refunding Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Refunding Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Refunding Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Refunding Bond and shall authenticate and deliver to the transferee a new Refunding Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Refunding Bond pursuant to this section, payment of interest on the Refunding Bonds is in default, the bond registrar and paying agent shall endorse upon the new Refunding Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Refunding Bond shall be registered upon the books of the County as the absolute owner of such Refunding Bond, whether such Refunding Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 3 of this resolution shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Refunding Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Refunding Bonds or portions of Refunding Bonds that have been selected for redemption.

10. FORM OF BONDS. The Refunding Bonds shall be in substantially the following form, with such changes thereto as approved by the Authorized Officer within the parameters of this resolution:

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF LIVINGSTON
REFUNDING BOND, SERIES 2019
(LIMITED TAX GENERAL OBLIGATION)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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Registered Owner:

Principal Amount:

The County of Livingston, State of Michigan (the "County"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at _____, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from _____, _____, or such later date through which interest has been paid until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first day of _____ and _____ in each year, commencing on _____, 20___. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$_____) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the Board of Commissioners of the County on April 22, 2019 and an order of the County Administrator (collectively, the "Resolution"), for the purpose of refunding the County's outstanding Limited Tax General Obligation Capital Improvement Bonds (Livingston County Jail Expansion Project), Series 2014, dated as of August 14, 2014, maturing in the years ____ through _____. The full faith and credit of the County have been pledged for the prompt payment of the principal of and interest on this bond. The County is required to levy annually ad valorem taxes to pay such principal and interest as the same shall become due. Taxes imposed by the County are subject to constitutional and statutory tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
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Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

(REPEAT IF MORE THAN ONE TERM BOND)

NO OPTIONAL PRIOR REDEMPTION

The bonds are not subject to optional redemption prior to maturity.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Livingston, State of Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted thereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent.

COUNTY OF LIVINGSTON

By:

Its: Chairperson, Board of Commissioners

And: _____

Its: Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____
(please print or type name, address and taxpayer identification number of transferee) the within bond
and all rights thereunder and hereby irrevocably constitutes and appoints _____
attorney to transfer the within bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

[END OF BOND FORM]

11. SECURITY. There shall be levied upon all taxable property in the County upon the tax roll for each year while any of the Refunding Bonds shall be outstanding an amount such that the estimated collections therefrom will be sufficient to pay promptly at maturity the principal and interest maturing on the Refunding Bonds prior to the time of the following year's tax collections. Taxes required to be levied to pay principal of and interest on the Refunding Bonds shall be subject to constitutional and statutory tax limitations. The proceeds of such taxes (both current and delinquent) shall be deposited as collected into a debt retirement fund that shall be established and maintained for the Refunding Bonds as either a separate or a common fund as permitted by law, and until the principal of and the interest on the Refunding Bonds are paid in full, such proceeds shall be used only for payment of such principal and interest or for other authorized purposes of the fund.

12. DEBT RETIREMENT FUND. There is hereby established for the Refunding Bonds a debt retirement fund (the “Debt Retirement Fund”) that shall be either a separate or a common fund as permitted by law. From the proceeds of the sale of the Refunding Bonds, there shall be set aside in the Debt Retirement Fund such portion of any premium received from the purchaser on the Refunding Bonds as determined by the Authorized Officer. All proceeds from taxes levied for the payment of the principal of and interest on the Refunding Bonds shall be deposited into the Debt Retirement Fund. If a separate debt retirement fund is established the moneys deposited in the Debt Retirement Fund shall be used solely for the purpose of paying the principal of and interest on the Refunding Bonds. If a common debt retirement fund is established, the moneys deposited in the Debt Retirement Fund shall be used solely for the payment of the principal of an interest on the Refunding Bonds and other bonds of like character of the County payable from such common debt retirement fund.

13. PAYMENT OF COSTS OF ISSUANCE - ESCROW FUND. The remainder of the proceeds of the Refunding Bonds shall be used to pay the costs of issuance of the Refunding Bonds and to refund the Prior Bonds To Be Refunded. After the costs of issuance have been paid or provided for, the remaining proceeds shall be used, together with any moneys transferred from the debt retirement fund for the Prior Bonds or other available funds of the County in such amounts as determined by the Authorized Officer, to establish an escrow fund (the “Escrow Fund”) consisting of cash and investments in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of, interest on and redemption premium, if any, on the Prior Bonds To Be Refunded. The Escrow Fund shall be held by an escrow agent (the “Escrow Agent”) pursuant to an Escrow Agreement (the “Escrow Agreement”), which irrevocably shall direct the Escrow Agent to take all necessary steps to pay the principal of and interest on the Prior Bonds To Be Refunded when due and to call such Prior Bonds To Be Refunded for redemption at such time as shall be determined in the Escrow Agreement. The Authorized Officer is authorized to select the Escrow

Agent and enter into the Escrow Agreement on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received on the investments will be sufficient without reinvestment to pay the principal of, interest on and redemption premium, if any, on the Prior Bonds To Be Refunded when due at maturity or call for redemption as required by the Escrow Agreement.

14. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, redemption premium, if any, and interest on all or any portion of the Refunding Bonds, shall have been deposited in trust, this resolution shall be defeased and the owners of the Refunding Bonds shall have no further rights under this resolution except to receive payment of the principal of, redemption premium, if any, and interest on the Refunding Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Refunding Bonds as provided herein.

15. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the Refunding Bonds shall be subject to the County obtaining qualified status or prior approval from the Department of Treasury of the State of Michigan pursuant to Act 34 and, if necessary, the Authorized Officer is hereby authorized and directed to make application to the Department of Treasury for approval to issue and sell the Refunding Bonds as provided by the terms of this resolution and by Act 34. The Authorized Officer is authorized to pay any filing fees required in connection with obtaining qualified status or prior approval from the Department of Treasury. The Authorized Officer is further authorized to request (i) an exemption from the requirements of Section 611(1) of Act 34 on the basis that the refunding of the Prior Bonds To Be Refunded is necessary to eliminate the covenant to maintain the Prior Bonds To Be Refunded as Tax-Exempt Bonds, and (ii) such other exemptions or exceptions from

any requirements of the Department of Treasury or Act 34 as the Authorized Officer shall determine to be necessary or desirable in connection with the sale of the Refunding Bonds.

16. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Authorized Officer is hereby authorized to sell the Refunding Bonds at a competitive sale at a price not less than 99% nor more than 115% of their par value in accordance with the notice of sale set forth in Section 21 hereof and approve by written order the interest rates on the Refunding Bonds and the winning bidder upon the sale of the Refunding Bonds. After the receipt of bids, the Authorized Officer, if determined that it is in the best interest of the County to do so, shall enter an order awarding the Refunding Bonds to the bidder whose bid produces the lowest true interest cost in accordance with the notice of sale. Alternatively, if determined to be in the best interest of the County, the Authorized Officer is authorized to reject all bids and negotiate the terms of sale with a purchaser as determined by the Authorized Officer. The Chairperson of the Board, the County Treasurer, the County Clerk, the County Administrator, and other officers and employees of the County are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of bonds in accordance with this Bond Resolution.

17. OFFICIAL STATEMENT. The Authorized Officer is authorized to cause the preparation of an official statement for the Refunding Bonds for purposes of compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to comply with the Rule. After the award of the Refunding Bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the purchasers to enable the purchasers to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Authorized Officer is authorized to enter into such agreements as may be required to enable the purchasers to comply with the Rule.

18. CONTINUING DISCLOSURE. The Authorized Officer is authorized to execute and deliver in the name and on behalf of the County a continuing disclosure certificate to comply with the requirements for a continuing disclosure undertaking of the County pursuant to paragraph (b)(5) of the Rule, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

19. REPLACEMENT OF BONDS. Upon receipt by the County Treasurer of proof of ownership of an unmatured Refunding Bond, of satisfactory evidence that the Refunding Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the County Treasurer, the County Treasurer may authorize the bond registrar and paying agent to deliver a new executed Refunding Bond to replace the Refunding Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Refunding Bond is lost, apparently destroyed or wrongfully taken, the County Treasurer may authorize the bond registrar and paying agent to pay the Refunding Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Refunding Bond. The bond registrar and paying agent, for each new Refunding Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Refunding Bond delivered pursuant to the provisions of this Section in lieu of any Refunding Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Refunding Bond in substitution for which such Refunding Bond was delivered.

20. TAXABLE OBLIGATIONS. The Refunding Bonds shall be issued as bonds the interest on which is included in gross income for federal and State of Michigan income tax purposes.

21. NOTICE OF SALE. The Notice of Sale for the Refunding Bonds shall be published in accordance with law in *The Bond Buyer* and shall be in substantially the following form with such changes as may be approved by the Authorized Officer:

OFFICIAL NOTICE OF SALE

\$ _____ *

*(subject to adjustment as described below)

COUNTY OF LIVINGSTON, STATE OF MICHIGAN
REFUNDING BONDS, SERIES 2019
(LIMITED TAX GENERAL OBLIGATION)
(TAXABLE)

SEALED BIDS for the purchase of the above bonds will be received by the undersigned on _____, the ____ day of _____, 2019, until ____ .m., Eastern Daylight Time, at the office of the County Administrator, 304 East Grand River Avenue, Suite 202, Howell, Michigan 48843, at which time they will be opened and read publicly. Sealed bids also will be received on the same date and until the same time by an agent of the undersigned at the offices of the Municipal Advisory Council of Michigan (the "MAC"), Buhl Building, 535 Griswold, Suite 1850, Detroit, Michigan 48226, where they will be opened and read publicly. Signed bids may be submitted by fax to the MAC at (313) 963-0943, but no bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure. Bidders may choose either location to present bids, but may not present bids at both locations.

IN THE ALTERNATIVE: Bids may be submitted electronically via PARITY pursuant to this Notice on the same date and until the same time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PFM Financial Advisors LLC at (734) 994-9700 or PARITY at (212) 849-5021.

BOND DETAILS: The bonds will be fully registered bonds of the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof, dated the date of their delivery, and will bear interest from their date payable on _____ 1, 20__, and semiannually thereafter.

The bonds will mature on the first day of May as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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TERM BOND OPTION: Bidders shall have the option of designating bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represents a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond designated. A term bond may consist of bonds subject to optional redemption or bonds not subject to optional redemption but may not consist of both types of bonds. In the event that term bonds are utilized, the principal amount scheduled for maturity in the years shown above shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

PRIOR REDEMPTION:

A. MANDATORY REDEMPTION. Bonds designated as term bonds shall be subject to mandatory redemption at par and accrued interest on the dates and in the amounts corresponding to the annual principal maturities hereinbefore set forth. The bonds or portions of bonds to be redeemed shall be selected by lot.

B. OPTIONAL REDEMPTION. The bonds are not subject to optional redemption prior to maturity.

C. NOTICE OF REDEMPTION. Not less than thirty nor more than sixty days' notice of redemption shall be given by first class mail to the registered owner at the registered address. Failure to receive notice of redemption shall not affect the validity of the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest after the redemption date; provided, funds are on hand with the bond registrar and paying agent to redeem the bonds called for redemption.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates to be fixed by the bids therefor expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No proposal for the purchase of less than all of the bonds or at a price less than 99% nor more than 115% of their par value will be considered.

BOOK-ENTRY-ONLY: The bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. However, the bonds will not be issued in book-entry form if the purchaser is willing to accept physical delivery of the bonds in denominations equal to the aggregate principal amount for each maturity and, if necessary, transfer the bonds only in such denominations. If requested by the purchaser of the bonds and determined by an authorized officer of the County, the bonds may be issued in the form of a single bond with an exhibit containing the principal maturity amounts and applicable interest rates and due dates. The book-entry-only system is described further in the preliminary official statement for the bonds.

BOND REGISTRAR AND PAYING AGENT: The bonds shall be payable as to principal in lawful money of the United States upon surrender thereof at the corporate trust office of _____, _____, Michigan, the bond registrar and paying agent. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address. As long as DTC, or its nominee Cede & Co., is the registered owner of the bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the bonds is the responsibility of DTC participants and indirect participants as described in the preliminary official statement for the bonds. The County from time to time as required may designate a successor bond registrar and paying agent. Alternatively, the County Treasurer may serve as bond registrar and paying agent for the bonds if it is determined to be in the best interest of the County.

PURPOSE AND SECURITY: The bonds are to be issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended, to provide moneys, together with other available funds, to refund the County's Limited Tax General Obligation Capital Improvement Bonds (Livingston County Jail Expansion Project), Series 2014, dated August 14, 2014 (the "Prior Bonds"), maturing in the years _____ through _____, inclusive (the "Prior Bonds To Be Refunded"). The Prior Bonds were issued for the purpose of defraying the cost of improving and equipping the facilities of the Livingston County Jail located at 150 S. Highlander Way, Howell, Michigan, including but not limited to acquiring, constructing and equipping a new wing to the jail and storage facilities and making improvements to the site thereof. The principal of and interest on the bonds are payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County.

ADJUSTMENT IN PRINCIPAL AMOUNT: The aggregate principal amount of the bonds has been determined as the amount necessary to refund the Prior Bonds To Be Refunded and pay the costs of issuing the bonds, assuming certain conditions exist at the date of sale. Following receipt of bids and prior to final award, the County reserves the right to increase or decrease the principal amount of the bonds by any amount. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in any maturity or maturities. The purchase price will be adjusted proportionately to the increase or decrease in the principal amount of the bonds, but the interest rates specified by the successful bidder will not change. The successful bidder may not withdraw its bid as a result of any changes made within the foregoing limits.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of \$_____ payable to the order of the County Treasurer will be required of the successful bidder. If a check is used, it must accompany the bid. If a wire transfer is used, the successful bidder is required to wire its good faith deposit to the County not later than Noon, Eastern Daylight Time, on the next business day following the sale using the wire instructions provided by PFM Financial Advisors LLC. The good faith deposit will be applied to the purchase price of the bonds, and payment for the balance of the purchase price of the bonds shall be made at the closing. In the event the purchaser fails to honor its accepted bid, the good faith deposit

will be retained by the County. No interest shall be allowed on the good faith deposit, and checks of the unsuccessful bidders will be promptly returned to such bidder's representative or by registered mail.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost to the County. True interest cost shall be computed by determining the annual interest rate (compounded semiannually) necessary to discount the debt service payments on the bonds from the payment dates thereof to _____, 2019, and to the price bid.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Detroit, Michigan, the original of which will be furnished without expense to the purchaser at the delivery of the bonds. The fees of Dickinson Wright PLLC for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above bonds, Dickinson Wright PLLC has made no inquiry as to any financial information, statements or material contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds and, accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

TAXABLE OBLIGATIONS: The interest on the bonds is included in gross income for federal and State of Michigan income tax purposes.

OFFICIAL STATEMENT: A copy of the County's official statement relating to the bonds may be obtained by contacting PFM Financial Advisors LLC at the address referred to below. The official statement is in a form deemed final by the County for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final official statement.

After the award of the bonds, the County will provide on a timely basis copies of a final official statement, as that term is defined in paragraph (e)(3) of the Rule, at the County's expense in sufficient quantity to enable the successful bidder or bidders to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final official statement shall be made to PFM Financial Advisors LLC at the address set forth below within 24 hours of the award of the bonds.

CONTINUING DISCLOSURE: In order to assist bidders in complying with paragraph (b)(5) of the Rule, the County will undertake, pursuant to a resolution adopted by its governing body and a continuing disclosure certificate, to provide annual reports and notices of certain events. A description of these undertakings is set forth in the preliminary official statement and will also be set forth in the final official statement.

CUSIP: It is anticipated that CUSIP numbers will be imprinted on all bonds of this issue at the County's expense. An improperly printed number will not constitute basis for the purchaser to refuse to accept delivery. The purchaser shall be responsible for payment of any charges for the assignment of numbers.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act No. 517, Public Acts of Michigan, 2012; MCL 129.311 *et seq.*

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York or such other place or by such other means as may be agreeable to the purchaser and the County. The usual closing documents, including a continuing disclosure certificate (to the extent that the purchaser is subject to the Rule) and a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Daylight Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder on that day, or any time thereafter until delivery of the bonds, may withdraw its proposal by serving notice of cancellation, in writing, on the undersigned, in which event the County shall return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Bonds."

FINANCIAL CONSULTANT: Further information regarding the bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700

Ken Hinton, County Administrator
County of Livingston

[END OF FORM OF NOTICE OF SALE]

22. **BOND INSURANCE.** The Authorized Officer is authorized and directed to take any actions that may be necessary or appropriate to purchase a policy or policies of municipal bond insurance with respect to the Refunding Bonds to the extent that the Authorized Officer determines that the purchase of such municipal bond insurance is in the best interests of the County. If the Authorized Officer makes such a determination, the purchase of a policy or policies and the payment of premiums therefor and the execution by the Authorized Officer of any necessary commitments with respect thereto is hereby authorized.

23. **APPOINTMENTS.** PFM Financial Advisors LLC and Dickinson Wright PLLC are hereby appointed to serve as registered municipal advisor and bond counsel, respectively, in connection with the sale and issuance of the Refunding Bonds.

24. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are rescinded.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2019-04-059

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution to Authorize a First Quarter Supplemental Appropriation to the Fiscal-Year 2019 Budget – Fiscal Services

WHEREAS, the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended; and

WHEREAS, the proposed amendment recognizes actual expenditure activity for the first quarter of 2019 and includes:

- Increase/decreases in departmental expenditures to correspond to actual activity
 - Increase in Circuit Court Probation for office supplies
 - Net-zero transfer between Human Resources and Fiscal Services for Tyler Connect
 - Increase in Drain Commissioner expenses offset by SAW grant revenue
 - Net-zero transfer between Jail and Sheriff for in-car computer replacement
 - Increase in Sheriff for the purchase of a canine
 - Increase in Jail for the inmate medical contract CPI increase
 - Increase in DPW for e-waste collection equal to balance of contribution from ChemTrend received in prior year
- Budget transfer-out of 911 Central Dispatch Fund to the new Facility Construction Fund 461 for remaining costs of construction
- Increased expenditures for Health Department for supplies, training & travel offset by additional grant revenue awarded
- Net-zero transfer for federal Emergency Management grant org reclassifying capital to operating
- Net-zero transfer for federal Planning Grant Org reclassifying operating to capital
- Increased expenditures for Veterans for legal services, vehicle expense, training & travel and Peace-time emergency relief
- Increased expenditures for DPW grant Org for scrap tire cleanup offset by grant revenue
- Increase in the GF Drain Commissioner revenue for the Stormwater Asset management and Wastewater grant
- Increase in the GF Sheriff revenue for the LESA contract for special services
- The proposed supplemental appropriation also includes increasing the Sheriff Secondary Road Patrol grant revenue based on the increased award

THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes the following supplemental appropriations to the Fiscal-Year 2019 Budget as illustrated below:

FUND	Approved 2019 budget	Proposed amendment	Amended 2019 budget
101 - General Fund	\$ 50,095,500	\$ 82,177	\$ 50,177,677
Health	\$ 3,995,232	\$ 40,585	\$ 4,035,817
Emergency Management - Federal Grants	\$ 279,527	\$ -	\$ 279,527
Planning - Federal Grants	\$ 238,000	\$ -	\$ 238,000
DPW - State Grants	\$ -	\$ 6,000	\$ 6,000
911	\$ 4,095,263	\$ 3,813,389	\$ 7,908,652
Veterans	\$ 980,775	\$ 84,346	\$ 1,065,121

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MOVED:
SECONDED:
CARRIED:

EXPENDITURES				
2019 Amended				Proposed Amended
Special Revenue Funds				
21065100	EMS	\$	10,574,373	\$ - \$ 10,574,373
21414100	FOC Family Counseling	\$	14,000	\$ - \$ 14,000
21514100	FOC	\$	2,731,143	\$ - \$ 2,731,143
22160100	Health	\$	3,995,232	\$ 40,585 \$ 4,035,817
23816800	Courts FED Grants	\$	354,991	\$ - \$ 354,991
23826717	Family Support	\$	312,774	\$ - \$ 312,774
23830100	Sheriff - Federal Grants	\$	257,840	\$ - \$ 257,840
23833100	Sheriff Marine Safety	\$	6,600	\$ - \$ 6,600
23842600	FED Emergency Mngmnt	\$	279,527	\$ - \$ 279,527
23872100	Planning Federal Grants	\$	238,000	\$ - \$ 238,000
23916800	Courts STATE Grants	\$	827,427	\$ - \$ 827,427
23926718	Crime Victims Rights	\$	150,978	\$ - \$ 150,978
23930100	Sheriff State Grants	\$	12,000	\$ - \$ 12,000
23930106	Sheriff Traffic Secondary Road	\$	271,250	\$ - \$ 271,250
23943000	Animal Shelter State Grants	\$	-	\$ - \$ -
23944100	DPW State Grants	\$	-	\$ 6,000 \$ 6,000
24527800	ROD Survey & Remon	\$	166,192	\$ - \$ 166,192
25522300	Princ Res Exemption	\$	4,323	\$ - \$ 4,323
25626801	ROD Automation	\$	277,729	\$ - \$ 277,729
26017200	Indigent Defense	\$	1,386,132	\$ - \$ 1,386,132
26132500	911 Central Dispatch	\$	4,095,263	\$ 3,813,389 \$ 7,908,652
26132525	911 Enhanced	\$	409,750	\$ - \$ 409,750
26132526	911 Training	\$	26,646	\$ - \$ 26,646
26335100	Sheriff CO Training	\$	20,000	\$ - \$ 20,000
26530100	Drug Law Enforcement	\$	4,500	\$ - \$ 4,500
26630100	DEA Equitable Sharing	\$	35,000	\$ - \$ 35,000
26821500	Concealed Pistol Licensing	\$	73,070	\$ - \$ 73,070
26914500	Law Library	\$	1,000	\$ - \$ 1,000
27830100	Sheriff Victim Svcs Unit	\$	1,075	\$ - \$ 1,075
29067000	Social Welfare	\$	9,000	\$ - \$ 9,000
29266200	Child Care Juvenile	\$	2,669,346	\$ - \$ 2,669,346
29266300	Child Care Social Services	\$	1,080,000	\$ - \$ 1,080,000
29568900	Veteran Services	\$	980,775	\$ 84,346 \$ 1,065,121
29630100	Criminal Forfeiture	\$	3,500	\$ - \$ 3,500
Enterprise Funds				
54237100	Building & Safety	\$	3,118,386	\$ - \$ 3,118,386
5780275	Septic Receiving	\$	1,290,989	\$ - \$ 1,290,989
58105400	Airport	\$	1,481,354	\$ - \$ 1,481,354
58853800	LETS	\$	4,729,927	\$ - \$ 4,729,927
59535100	Jail Commissary	\$	165,765	\$ - \$ 165,765
Internal Service Funds				
63126500	Facility Services	\$	3,191,444	\$ - \$ 3,191,444
63622800	Information Technology	\$	4,447,192	\$ - \$ 4,447,192
66126300	Car Pool	\$	1,871,399	\$ - \$ 1,871,399
67785200	Benefit Fund	\$	10,932,500	\$ - \$ 10,932,500

REVENUES				
2019 Amended			Proposed Amended	
\$ (10,402,470)	\$	-	\$	(10,402,470)
\$ (14,000)	\$	-	\$	(14,000)
\$ (2,503,393)	\$	-	\$	(2,503,393)
\$ (3,804,771)	\$	(78,369)	\$	(3,883,140)
\$ (354,991)	\$	-	\$	(354,991)
\$ (312,774)	\$	-	\$	(312,774)
\$ (257,840)	\$	-	\$	(257,840)
\$ (6,600)	\$	-	\$	(6,600)
\$ (279,527)	\$	-	\$	(279,527)
\$ (121,200)	\$	-	\$	(121,200)
\$ (827,427)	\$	-	\$	(827,427)
\$ (150,975)	\$	-	\$	(150,975)
\$ (12,000)	\$	-	\$	(12,000)
\$ (269,175)	\$	(20,640)	\$	(289,815)
\$ -	\$	-	\$	-
\$ -	\$	(6,000)	\$	(6,000)
\$ (65,000)	\$	-	\$	(65,000)
\$ (6,200)	\$	-	\$	(6,200)
\$ (203,293)	\$	-	\$	(203,293)
\$ (1,386,132)	\$	-	\$	(1,386,132)
\$ (4,223,500)	\$	-	\$	(4,223,500)
\$ (372,250)	\$	-	\$	(372,250)
\$ (26,646)	\$	-	\$	(26,646)
\$ (23,000)	\$	-	\$	(23,000)
\$ (2,000)	\$	-	\$	(2,000)
\$ (3,025)	\$	-	\$	(3,025)
\$ (105,900)	\$	-	\$	(105,900)
\$ -	\$	-	\$	-
\$ (1,500)	\$	-	\$	(1,500)
\$ (9,000)	\$	-	\$	(9,000)
\$ (2,669,346)	\$	-	\$	(2,669,346)
\$ (1,080,000)	\$	-	\$	(1,080,000)
\$ (1,000,606)	\$	-	\$	(1,000,606)
\$ -	\$	-	\$	-
\$ (2,376,090)	\$	-	\$	(2,376,090)
\$ (1,869,757)	\$	-	\$	(1,869,757)
\$ (1,490,992)	\$	-	\$	(1,490,992)
\$ (4,071,876)	\$	-	\$	(4,071,876)
\$ (142,140)	\$	-	\$	(142,140)
\$ (3,321,648)	\$	-	\$	(3,321,648)
\$ (3,781,111)	\$	-	\$	(3,781,111)
\$ (1,663,482)	\$	-	\$	(1,663,482)
\$ (10,985,603)	\$	-	\$	(10,985,603)

RESOLUTION

NO: 2019-04-060

LIVINGSTON COUNTY

DATE: April 22, 2019

Resolution Approving Appointments to the Livingston County Building Authority - Board of Commissioners

WHEREAS, the terms of all Five (5) members of the Livingston County Building Authority have expired; and

WHEREAS, the following appointments have been made, with expiration dates pursuant to the Article of Incorporation of the Livingston County Building Authority:

Livingston County Building Authority

Ken Hinton	Term expires 12.31.2022
Cynthia Catanach	Term expires 12.31.2022
Jennifer Nash	Term expires 12.31.2021
Barbara Cox	Term expires 12.31.2021
Mike Arens	Term expires 12.31.2020

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the above referenced appointments and expiration dates.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY ADMINISTRATION
INTER-OFFICE MEMORANDUM



TO: BOARD OF COMMISSIONERS

FROM: KEN HINTON - COUNTY ADMINISTRATOR

RE: LIVINGSTON COUNTY BUILDING AUTHORITY APPOINTMENTS

DATE: APRIL 10, 2019

The Livingston County Building Authority was incorporated in 1968 under the authority of Public Act 31 of 1948 and consists of Five (5) members. All of the membership terms have expired as of December 31, 2012.

In order to re-establish continuity of the Authority, Five (5) new appointments are up for your consideration as follows, with the expiration dates pursuant to the Articles of Incorporation:

MEMBER	TERM EXPIRATION
Ken Hinton	December 31, 2022
Cindy Catanach	December 31, 2022
Jennifer Nash	December 31, 2021
Barbara Cox	December 31, 2021
Mike Arens	December 31, 2020

Thank you for your consideration.