

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE
AGENDA

May 20, 2019

7:30 PM

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

1. CALL MEETING TO ORDER

2. APPROVAL OF MINUTES

Minutes of Meeting dated: April 15, 2019

3. APPROVAL OF AGENDA

4. REPORTS

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

6.1 Central Dispatch

Resolution Authorizing Livingston County 911 Central Dispatch to Contract Comcast Cable Communications Management, LLC to be Livingston County's Primary 911 Non-Emergency Line Service Provider

6.2 Emergency Management

Resolution to Approve the FY 2018-2019 Hazardous Materials Emergency Preparedness Grant Program Award Agreement

7. CALL TO THE PUBLIC

8. ADJOURNMENT

PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE

MEETING MINUTES

April 15, 2019

7:30 P.M.

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

Members Present:

Kate Lawrence , Dennis Dolan , Douglas Helzerman, Carol Griffith

1. CALL MEETING TO ORDER

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

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: March 18, 2019

Motion to approve the minutes with the addition of the time of 7:30 p.m. to Item 1. Call Meeting to Order.

Moved By D. Dolan

Seconded By C. Griffith

Yes (4): K. Lawrence , D. Dolan , D. Helzerman, and C. Griffith

Motion Carried (4 to 0)

3. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By C. Griffith

Seconded By D. Helzerman

Yes (4): K. Lawrence , D. Dolan , D. Helzerman, and C. Griffith

Motion Carried (4 to 0)

4. REPORTS: None.

5. CALL TO THE PUBLIC

Krista Nesbit - Ameresco of Grand Rapids, MI. Introduced her energy company to Committee.

Bob Potocki - Brighton, MI. Spoke regarding Brighton Sanitary Sewer.

Mike Murphy - Sheriff. Invited members to join him with meeting with Road Commission regarding possible Training Center site in Deerfield Township.

6. RESOLUTIONS FOR CONSIDERATION

6.1 Central Dispatch

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

Dennis Dolan informed those present of the Construction Committee's approval of the Resolution at their meeting this evening at 6:30 p.m..

Joni Harvey, Deputy 911 Director, presented the Resolution.

Recommend Motion to the Finance Committee.

Moved By D. Dolan

Seconded By D. Helzerman

Yes (4): K. Lawrence , D. Dolan , D. Helzerman, and C. Griffith

Motion Carried (4 to 0)

6.2 Emergency Management

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

Therese Cremonte presented the Resolution.

Recommend Motion to the Finance Committee.

Moved By C. Griffith

Seconded By D. Dolan

Yes (4): K. Lawrence , D. Dolan , D. Helzerman, and C. Griffith

Motion Carried (4 to 0)

6.3 Emergency Management

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

The Resolution was presented by Therese Cremonte, Emergency Manager.

Recommend Motion to the Finance Committee.

Moved By D. Helzerman

Seconded By D. Dolan

Yes (4): K. Lawrence , D. Dolan , D. Helzerman, and C. Griffith

Motion Carried (4 to 0)

6.4 Sheriff

Resolution Authorizing an Agreement with C & C Sports to Provide Two Loaner Sea-Doos during the 2019 Marine Safety Program

Sgt. Knapp brought the Resolution to the Committee with support of Sheriff, Mike Murphy.

Recommend Motion to the Finance Committee.

Moved By D. Dolan

Seconded By D. Helzerman

Yes (4): K. Lawrence , D. Dolan , D. Helzerman, and C. Griffith

Motion Carried (4 to 0)

6.5 Sheriff

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

Sheriff Mike Murphy introduced the Resolution to the Committee.

Recommend Motion to the Finance Committee.

Moved By D. Helzerman

Seconded By C. Griffith

Yes (4): K. Lawrence , D. Dolan , D. Helzerman, and C. Griffith

Motion Carried (4 to 0)

7. CALL TO THE PUBLIC

Joni Harvey, 911 Deputy Director - Advised the Committee that it was National Telecommunicators week and invited members to stop by 911 Central Dispatch.

Mike Murphy, Sheriff - Invited the Committee to Awards Ceremony at Rod Bushey Performing Arts Center at Howell High School on Thursday, April 18, 2019, at 7:00 p.m.

8. ADJOURNMENT

Motion to adjourn the meeting at 7:53 p.m..

Moved By D. Dolan

Seconded By D. Helzerman

Yes (4): K. Lawrence , D. Dolan , D. Helzerman, and C. Griffith

Motion Carried (4 to 0)

Respectfully Submitted



Carol Sue Jonckheere

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

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

Resolution Authorizing Livingston County 911 Central Dispatch to Contract Comcast Cable Communications Management, LLC to be Livingston County's Primary 911 Non-Emergency Line Service Provider - 911 Central Dispatch

WHEREAS, Livingston County Central Dispatch has determined it is the best interest of our customers and service needs to move our current 911 non-emergency lines from Cama Trunks to SIP trunking technology; and

WHEREAS, the Livingston County Board of Commissioners ("Board") is authorized under Michigan's Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act") and under authority provided by its Emergency Telephone Services Plan ("911 Plan") to make administrative findings regarding among other things, the service suppliers providing 9-1-1 services within the 911 Plan's Service District; and

WHEREAS, that the Board hereby makes an Administrative Finding that Comcast Cable Communications Management, LLC and its operating affiliates shall be the primary 911 non-emergency line service supplier,

WHEREAS, that all service suppliers shall cooperate with Comcast Cable Communications Management, LLC or its affiliate "Comcast" in order to facilitate the switchover to its SIP trunking network, features and offerings as may be applicable or required herein; and

WHEREAS, the cost of this project is a one-time installation fee of \$500 with recurring monthly charges specified in the contracted agreement that will be covered by the 911 Central Dispatch department.

THEREFORE BE IT RESOLVED, that Comcast Cable Communications Management, LLC and or its affiliate "Comcast" is authorized and directed to work with the 911 department, Livingston County IT department, and any other local authority in order to effectuate and implement the provisions of this Administrative Finding, including but not limited to the identification for a specific date and time for the switchover to the Comcast Cable Communications Management, LLC SIP trunking network or its affiliate's common network.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes Livingston County 911 Central Dispatch to contract Comcast Cable Communications Management, LLC to be the primary 911 non-emergency line service provider.

BE IT FURTHER RESOLVED the Chairman of the Board of Commissioners be authorized to sign all forms, assurances, supporting documents and contracts/agreements related to project and future amendments, upon review by Civil Counsel.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Chad Chewning, Deputy Director
Date: May 15, 2019
Re: Installation of SIP trunking – 911 Non-emergency Lines

Technology has been advancing in the 911 industry in mass over the last several years. As this technology becomes available, we must look at our current operational needs and determine the most appropriate route to provide the best service to our customers. The copper phone lines installed in the 1960's are being phased out. We have completed replacing the copper lines for our 911 emergency lines. We now need to look at replacing our non-emergency lines with the latest technology, called Session Initiation Protocol, or SIP for short.

SIP trunking lines is a system of receiving calls that are internet based, rather than using the outdated copper line technology. The quality and reliability of these lines far exceed copper line capabilities. The services to keep SIP running are much more timely and robust than what is currently offered with the copper lines, and SIP is secured by two layers of authentication. It came to light during preparation for the new facility move that the cost of the copper lines we currently have for our non-emergency lines is going to increase significantly without us changing anything about our current service.

As you all know, we have had several problems in the past with these lines and knowing they are reaching end of life, we worked with county IT to check into the alternative SIP trunking system. Additionally, there will be a cost savings of approximately \$370.00 per month by switching to SIP. We would like to enter into a contract for SIP with Comcast, who is the current provider of the backup system for our fiber 911 lines.

COMCAST BUSINESS SIP TRUNKS

AN ADVANCED VOICE SOLUTION

Comcast Business SIP Trunking is a next generation voice solution that provides a virtual connection from your IP PBX to the Comcast Network. SIP Trunking offers an ideal way to take advantage of the latest VoIP technologies and benefits, including business continuity features to help ensure you never miss a call even if disaster strikes.

If you need a flexible, intelligent way to maximize voice services on your IP PBX, Comcast Business SIP Trunks are the solution.

COST EFFECTIVE

Maximize your existing capital IP PBX investment and reduce voice-line spend with trunk technology.

SECURE

Voice services are prioritized and network equipment is secured by 2 layers of authentication.

SCALABLE

Add channels as needed, one at a time, instead of purchasing in packs.

RELIABLE

Advanced business continuity features provided on a Comcast-owned and managed network.

Services are monitored 24/7/365 with dedicated support provided through our national Network Operations Center (NOC).

NETWORK

Comcast has the largest private VoIP network in the nation and is the fourth largest voice provider in the US.

SINGLE PROVIDER VALUE

Simplify and centralize management of your voice services and bundle with additional Comcast Business services for greater value.

STANDARD FEATURES

- Dedicated 100 Mbps port
- Dedicated voice bandwidth
- 6 to 800 concurrent calls over Fiber (46 over Coax/HFC)
- Multiple trunk group configurations
- Managed QoS
- Service Level Agreement
- Multiple Caller ID options
- Calling Name Delivery (CNAM) down to the telephone number (TN) level
- Direct Inward Dial (DID) and Direct Outward Dial (DOD)
- Call Detail Records (CDR)

STANDARD SIP OFFER

- 4,600 minutes of domestic long distance (200 minutes per CCS)
- Unlimited local and intra-lata calling

CONTINUITY FEATURES

- Failover/Overflow: Helps ensure calls won't be missed by supplying additional bandwidth when there is an outage, or when all lines are busy
- Call Forward Not Reachable to the telephone number (TN) level
- Destination Unreachable

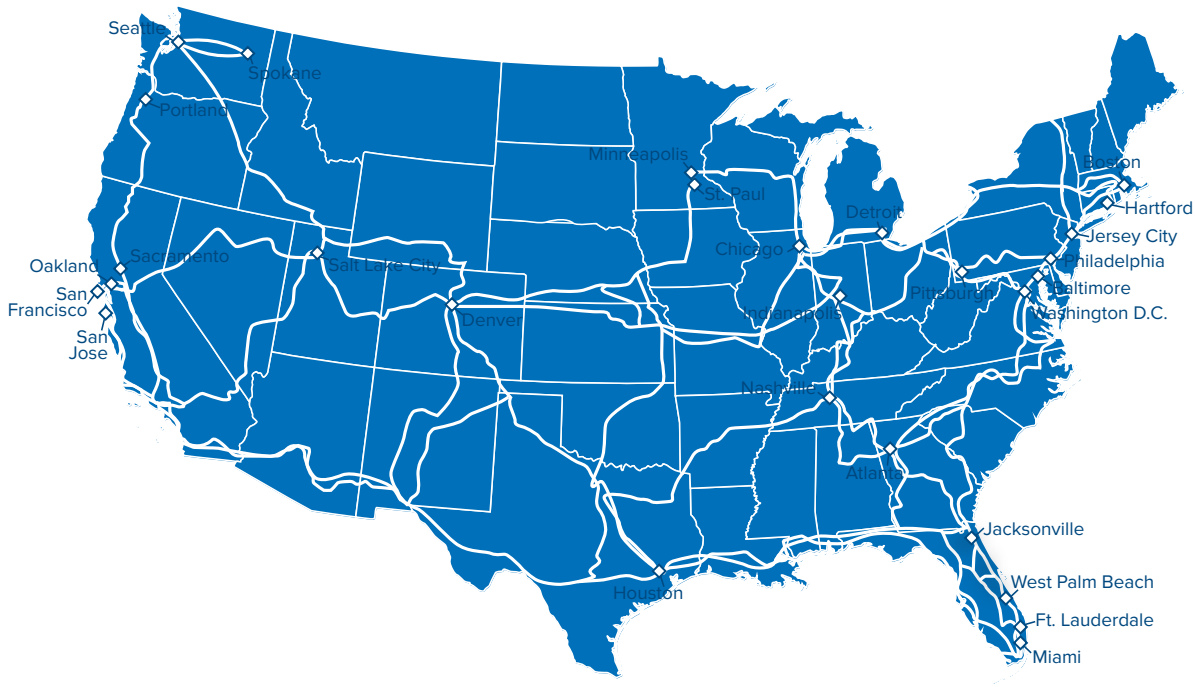
ENHANCED TRUNK GROUP FEATURES

- Multi-Site Load Balancing allows for calls to route to additional channels on other trunk groups
- On demand bursting increases call capacity 20% to accommodate spikes in call volume

LEARN MORE ABOUT SIP TRUNKS AND OUR
OTHER ADVANCED VOICE SOLUTIONS AT
[BUSINESS.COMCAST.COM/VOICE](https://business.comcast.com/voice)

THE COMCAST NETWORK

No matter which Voice Solution you choose, you will have the reliable Comcast Network behind it. With over 149,000 national route miles of fiber, the Comcast Network is the largest facilities-based last mile alternative to the phone company in the country.



Account Name: Livingston County

MSA ID#: MI-345283-fguid

SO ID#: MI-345283-fguid-14221727

CUSTOMER INFORMATION (for notices)

Primary Contact: Joni Harvey
Title: Deputy Director
Address 1: 300 S Highlander Way
Address 2:

City: Howell
State: MI
Zip: 48843

Phone:(517) 540-7688
Cell:
Fax:
Email:jharvey@livgov.com

Allowable Contract Date:

Contract Generated Date:05/14/2019

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

SUMMARY OF SERVICE CHARGES*

Total Ethernet Monthly Recurring Charges: \$ 0.00
Total Trunk Services Monthly Recurring Charges: \$ 270.45
Total Off-Net Monthly Recurring Charges: \$ 0.00
Total Monthly Recurring Charges (all Services): \$ 270.45

SUMMARY OF STANDARD INSTALLATION FEES

Total Ethernet Standard Installation Fees*: \$ 0.00
Total Trunk Services Standard Installation Fees: \$ 500.00
Total Off-Net Standard Installation Fees: \$ 0.00
Total Standard Installation Fees (all Services): \$ 500.00

SUMMARY OF CUSTOM INSTALLATION FEES

Total Custom Installation Fee: \$ 0.00
Amortized Custom Installation Fee \$ 0.00

SUMMARY OF EQUIPMENT FEES

Total Monthly Recurring Ethernet Equipment Fees: \$ 0.00
Total Monthly Recurring Trunk Services Equipment Fees: \$ 14.95
Total Monthly Recurring Equipment Fees (all Services): \$ 14.95

*Note: Charges identified in the Service Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, USF fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fee prior to the installation of Service.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <https://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

E911 NOTICE

Comcast Business Class Trunking Service may have the E911 limitations specified below:

- The National Emergency Number Association (NENA), a 911 industry organization that makes recommendations for standardized services relating to E911, has issued guidelines that state "The PBX owner is responsible for creating customer records, preferably in NENA standard format, that identify caller locations." To facilitate Customer's compliance with these guidelines and with associated state and local requirements related to provision of Automatic Location Information (ALI) for E911 services, Comcast offers two options:
 - a. Comcast will send to the ALI database or Subscriber Location Database (SLDB) the main billing telephone number and the main address provided by Customer; or
 - b. Customer may choose to sign up for up to 10 Emergency Location Information Numbers (ELINs) that Customer could assign to zones within Customer's premises that would be separately identified to the E911 call taker. The location information, such as a specific floor, side of a building, or other identifying information, could assist emergency responders to more quickly reach the appropriate location. Customer is solely responsible for programming its PBX system to map each station to one of these numbers, and for updating the system as necessary to reflect moves or additions of stations within the premises. Comcast will send the assigned ELINs to the ALI or SLDB database, as is appropriate.
- Many jurisdictions require businesses using multi-line telephone systems to program their systems to transmit specific location information for 911 calls. Customer bears sole responsibility to ensure that it identifies and complies with all such requirements. In any event, if Customer does not maintain E911 records in a timely and accurate manner, the E911 call taker may not receive proper location information, and emergency responders may be delayed or even prevented from timely reaching the caller's location.
- Battery Back Up - The Integrated Access Device (IAD) provided by Comcast is not equipped with battery backup. It is Customer's responsibility to ensure adequate back-up power is provided to ensure service continuity during a power outage, as employees would otherwise be unable to use the Services, including dialing 9-1-1, when power is unavailable.
- Calls using the Service, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- All questions should be directed to 1-800-391-3000, E911 Service, Private Branch Exchange, and Direct Inward Dial Service.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep:	Cary Schmidt
Name:	Name:	Sales Rep E-Mail:	caryn_schmidt@comcast.com
Title:	Title:	Region:	Heartland
Date:	Date:	Division:	Central

ETHERNET SERVICES AND PRICING

Account Name: Livingston County

Date: May 14, 2019

MSA ID#: MI-345283-fguid

SO ID#: MI-345283-fguid-14221727

Short Description of Service:

Service Term (Months): 60

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Comcast Metro	Performance Tier**	Tax Jurisdiction	Monthly	One-Time
1	New	Add	SIP-UNI	100 Mbps	300 S HIGHLANDER WAY-Livingston County 911 Dispatch 300 S HIGHLANDER WAY					\$ 0.00	\$ 0.00
* Services Location Details attached						Total				Service Charges: \$ 0.00 Equipment Fees: \$ 0.00	\$ 0.00
**Performance Tier Matrix Attached (For On-Net to On-Net or On-Net to Off-Net)											

SERVICE LOCATION DETAIL INFORMATION

Account Name: Livingston County
MSA ID#: MI-345283-fguid
SO ID#: MI-345283-fguid-14221727
Date: May 14, 2019

Line	Location Name / Site ID	Address 1	Address 2	City	State	Zip Code	DeMarc Location	Extend to DeMarc (Yes/No)	Inside Wiring (Yes/No)	Technical / Local Contact Name	Technical / Local Contact Phone #	Technical / Local Contact Email Address	Technical Contact On Site (Yes/No)	Satellite Location (Y/N)
1	300 S HIGHLANDER WAY- Livingston County 911 Dispatch	300 S HIGHLANDER WAY		HOWELL	MI	48843				Joni Harvey	(517) 540-7688	jharvey@livgov.com	Yes	No

Comcast Enterprise Services Sales Order Form
Ethernet Transport Services
Performance Tier (PT) Matrix

Metro	AUG	PA	CAR	CNM	CGA	CO	DAL	ETN	FPA	ATL	BOS	CHI	PHL	HOU	INDP	IND	JAC	MI	MAT	MTN	MN	NAL	NCA	OR	SFL	SCA	STN	SWF	SWT	UT	WA	WNE
Augusta GA (AUG)	PT1	PT3	PT3	PT4	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT3	PT2	PT2	PT3	PT4	PT3	PT3
Central & Western PA (PA)	PT3	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT3	PT4	PT2
Central Arkansas (CAR)	PT3	PT3	PT1	PT3	PT2	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3
Central New Mexico (CNM)	PT4	PT3	PT3	PT1	PT3	PT2	PT2	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT4
Coastal Georgia (CGA)	PT2	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Colorado (CO)	PT3	PT3	PT2	PT2	PT3	PT1	PT2	PT4	PT3	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3
Dallas (DAL)	PT3	PT3	PT2	PT2	PT3	PT2	PT1	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT3	PT3	PT3
Eastern Tennessee (ETN)	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT1	PT3	PT2	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT3	PT4	PT2	PT3	PT3	PT4	PT4	PT4
Florida Panhandle (FPA)	PT3	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT2	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT2	PT3	PT4	PT2	PT4	PT2	PT2	PT3	PT3	PT4	PT3
Greater Atlanta (ATL)	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT1	PT3	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT3
Greater Boston (BOS)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1	PT1
Greater Chicago (CHI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2
Greater Phil. & New Jersey (PHL)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT2
Houston (HOU)	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT2	PT3	PT1	PT3	PT2	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3
Independence (INDP)	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT1	PT2	PT3	PT2	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Indiana (IND)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Jacksonville (JAC)	PT2	PT3	PT3	PT3	PT1	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT1	PT3	PT3	PT2	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT2	PT3	PT3	PT4	PT3
Michigan (MI)	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT3	PT1	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2
Mid-Atlantic (MAT)	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT1	PT2	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT4	PT2
Middle Tennessee (MTN)	PT2	PT2	PT2	PT3	PT3	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT2	PT1	PT2	PT2	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT3
Minnesota (MN)	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT1	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3
Northern AL (NAL)	PT2	PT3	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT1	PT4	PT4	PT3	PT4	PT2	PT2	PT2	PT3	PT4	PT3
Northern CA (NCA)	PT4	PT4	PT3	PT3	PT4	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT1	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
Oregon & S'w Washington (OR)	PT4	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT2	PT1	PT4	PT2	PT4	PT4	PT3	PT2	PT2	PT4
South Florida (SFL)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT2	PT3	PT4	PT4	PT1	PT4	PT3	PT2	PT3	PT3	PT4	PT3	PT3
Southern California (SCA)	PT3	PT4	PT3	PT3	PT4	PT2	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT4	PT3	PT4	PT4	PT3	PT3	PT4	PT2	PT2	PT4	PT1	PT4	PT4	PT3	PT2	PT2	PT4
Southern TN & North GA (STN)	PT2	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT1	PT3	PT2	PT4	PT4	PT3	PT4	PT1	PT3	PT2	PT3	PT4	PT3
Southwest Florida (SWF)	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT2	PT4	PT4	PT2	PT4	PT3	PT1	PT3	PT3	PT4	PT3
SW TN & Northern MS (SWT)	PT3	PT3	PT2	PT3	PT2	PT3	PT2	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT3	PT3	PT3	PT2	PT3	PT1	PT3	PT3	PT3	PT3
Utah (UT)	PT4	PT3	PT3	PT3	PT3	PT2	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT3	PT2	PT2	PT3	PT2	PT3	PT3	PT3	PT3	PT1	PT2	PT4
Washington (WA)	PT3	PT4	PT3	PT3	PT4	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT4	PT3	PT4	PT2	PT2	PT4	PT2	PT4	PT4	PT3	PT2	PT1	PT4	PT4
Western New England (WNE)	PT3	PT2	PT3	PT4	PT3	PT3	PT3	PT4	PT3	PT3	PT1	PT2	PT2	PT3	PT2	PT3	PT2	PT2	PT2	PT3	PT3	PT4	PT4	PT3	PT4	PT3	PT3	PT3	PT4	PT4	PT1	PT1

SUMMARY OF TRUNK SERVICES AND PRICING

Date :05/14/2019

MSA ID#:MI-345283-fguid

SO ID#:MI-345283-fguid-14221727

Account Name:Livingston County

Service Term:

60

																		Solution Charges		
Site	Location Name / Site ID	# of CCS	# of Single TN Blocks	# of 2 TN Blocks	# of 5 TN Blocks	# of 10 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of Toll Free Numbers	# of Trunk Groups	# of RCF TN	Published	Non Published	Non Listed	Equipment Fee	Monthly Recurring Charges	Standard Installation Fees
1	300 S HIGHLANDER WAY-Livingston County 911 Dispatch	10	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	\$ 14.95	\$ 270.45	\$ 500.00
Page Total:																		\$ 14.95	\$ 270.45	\$ 500.00

SUMMARY OF TRUNK SERVICES AND PRICING

Date :05/14/2019

MSA ID#:MI-345283-fguid

SO ID#:MI-345283-fguid-14221727

Account Name:Livingston County

Service

Term:60

Site	Location Name / Site ID	Monthly Call Detail Record	Bursty Channel	Load Balancing	Failover	DNIS	International Dialing	CFNR
1	300 S HIGHLANDER WAY-Livingston County 911 Dispatch	Yes	No	No	Yes	No	No	Yes

Date : 05/14/2019

MSA ID#: MI-345283-fguid

SO ID#: MI-345283-fguid-14221727

Account Name: Livingston County

Location Name/Site ID:	300 S HIGHLANDER WAY-Livingston
Address 1:	300 S HIGHLANDER WAY
Address 2:	
City:	HOWELL
State:	MI
Zip:	48843

Customer Moving? No

Moving From Address

Address 1:	
Address 2:	
City:	
State:	
Zip:	

Technical Contact Name:	Joni Harvey
Technical Contact Phone:	(517) 540-7688
Technical Contact Email:	jharvey@livgov.com

Detail of Monthly Recurring Charges:

Business Class Trunks	
SIP Interface	

Ethernet/Trunk Promotion Option	N/A
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Voice Selections	Quantity	Unit Price	Total Price
# of CCS	10		\$ 270.00
# of Single TN Blocks	1	\$ 0.45	\$ 0.45
# of 2 TN Blocks	0	\$ 0.00	\$ 0.00
# of 5 TN Blocks	0	\$ 0.00	\$ 0.00
# of 10 TN Blocks	0	\$ 0.00	\$ 0.00
# of 20 TN Blocks*	0	\$ 0.00	\$ 0.00
# of 100 TN Blocks	0	\$ 0.00	\$ 0.00
# of 200 TN Blocks	0	\$ 0.00	\$ 0.00
# of 500 TN Blocks	0	\$ 0.00	\$ 0.00
# of 1000 TN Blocks	0	\$ 0.00	\$ 0.00
# of Toll Free Numbers	0	\$ 0.00	\$ 0.00
# of Trunk Groups	0	\$ 0.00	\$ 0.00
# of RCF TN	0	\$ 0.00	\$ 0.00
Monthly Call Detail Record (CDR)	1	\$ 0.00	\$ 0.00
Non Listed	0	\$ 0.00	\$ 0.00
Non Published	0	\$ 0.00	\$ 0.00
Published**	1	\$ 0.00	\$ 0.00
Government/School	1	\$ 0.00	\$ 0.00
Enhanced Listings	0	\$ 0.00	\$ 0.00

*20 TN Block Included in Price for SIP

** First free Published listing included in price for SIP

TN's configured at a satellite location will be charged a nominal fee for local, state, municipality and emergency services

Request Type:	New
Action:	

Aggregate Monthly Recurring Charges:

Service Term	60
Monthly Recurring Charge:	\$ 270.45
Monthly Equipment Fee:	\$ 14.95
Promotional Discount:	\$ 0.00
Total Monthly Recurring Charge*:	\$ 285.40

*Applicable federal, state, and local taxes and fees may apply; usage fees not included.

Trunk Services Standard Installation Fees:

Toll Free Activation Fee:	\$ 0.00
Directory Listing Activation Fee	\$ 0.00
RCF Activation Fee :	\$ 0.00
Site Installation Charges*:	\$ 500.00
Total Trunk Services Standard Installation Fees:	\$ 500.00

Directory Listing Published, Government/School

Directory Listing Option

Customer requests Call Forward Not Reachable? Yes

Customer requests DNIS? No

Customer requests International Dialing? No

Customer may change the International Dialing preference by contacting Comcast in writing.

Customer requests Bursty Channel? No

Customer requests Load Balancing? No

Customer requests Failover? Yes

FOR COMCAST USE ONLY

Sales Representative Code: Cary Schmidt

Sales Manager/Director:

Sales Manager/Director Approval:

Division: Central

Lead ID:

SPECIAL ORDER NOTES

10 SIP call paths, delivering on Comcast fiber.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

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

Resolution to Approve the FY 2018-2019 Hazardous Materials Emergency Preparedness Grant Program Award Agreement - Emergency Management

WHEREAS, Livingston County Emergency Management Department has applied for and received a federal grant award for the FY 2018-2019 Hazardous Materials Emergency Preparedness Grant Program (HMEP) for Livingston County to support the Local Emergency Planning Committee (LEPC); and

WHEREAS, the amount of that federal grant award is \$2,750.00 with a required 25% match by Livingston Co. in the amount of \$688.00 dollars and that match can be covered through an “in-kind match” such as documented cost of office space to meet the needs of the Local Emergency Planning Committee (LEPC); and

WHEREAS, the LEPC will be utilizing the funding to identify hazardous material sites and enhance hazardous materials response planning within Livingston County; and,

WHEREAS, the grant agreement and instructions will be reviewed by Livingston County legal counsel as to form.

THEREFORE BE IT RESOLVED, that the Livingston County Board of Commissioners hereby approves this Resolution to approve the FY 2018-2019 Hazardous Materials Emergency Preparedness Grant Program Award Agreement

BE IT FURTHER RESOLVED, that the Chair of the Livingston County Board of Commissioners is authorized to sign the FY 2018-2019 Hazardous Materials Emergency Preparedness Grant Program (HMEP) Agreement after review by legal counsel,

BE IT FURTHER RESOLVED, that the Chair of the County Board of Commissioners, the County Administrator, the Finance Officer, the Emergency Management Director, and the Emergency Manager, are authorized to sign all forms, assurances, supporting documents and contracts/agreements related to the grant application and subsequent award or future amendments after review of legal counsel.

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

BE IT FURTHER RESOLVED the Livingston County Board authorizes allowable program expenditures as needed by the Emergency Management Department and the Livingston County Local Emergency Planning Committee up to the \$2,750.00 FY 2018-2019 Hazardous Materials Emergency Preparedness (HMEP) Grant award.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes any budget amendments or transfers to effectuate the above.

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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 517-564-6788
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Therese Cremonte, Emergency Management
Date: 5/3/2019
Re: RESOLUTION TO APPROVE THE FY 2018-2019
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS
GRANT PROGRAM AWARD AGREEMENT

This resolution is for the approval of the FY 2018-2019 Hazardous Material Emergency Preparedness Grant program award agreement.

The award is for \$2,750.00 dollars that would require a 25% match by Livingston County of \$688.00 that can be covered through an “in-kind match” such as documented cost of office space to meet the needs of the Local Emergency Planning Committee (LEPC)

Further, this grant affords funding towards the completion new and updated SARA Title III, Section 302 site plans.

The complete grant agreement and instructions are attached to this resolution for review.

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

HMEP PLANNING GRANT AGREEMENT IN-KIND MATCH

The **Livingston County** Local Emergency Planning Committee (LEPC) has been allocated the funding amount specified in the attached grant agreement. Therefore, a local fund match of **\$688** is **required**.

The LEPC agrees to use the following as its in-kind match **(This can be any non-federal money from a government jurisdiction, industry, or other organization represented on the LEPC. Staff paid with federal funds, and funds used as a match for other federal grants CANNOT be used for the HMEP match.)**:

- ☐ **PLANNING PERSONNEL:** (Full Name of Employee) ,
whose salary and fringe benefits cost \$ per hour, will work approximately hours on LEPC planning.

- ☐ **SECRETARIAL:** (Full Name of Employee or Secretarial Service) ,
whose salary and fringe benefits cost \$ per hour, will work approximately hours on LEPC business.

- ☒ **OFFICE SPACE:** (Government Jurisdiction or Other Entity) ,
will provide a **169** square foot office located at (Address) to the LEPC at a cost of **\$20.00** per square foot.

- ☐ **MAILING:** (Government Jurisdiction or Other Entity) ,
will provide \$ toward LEPC related mailings.

- ☐ **PRINTING:** (Government Jurisdiction or Other Entity) ,
will provide \$ toward LEPC related printing.

- ☐ **OTHER (Describe):**

Michigan State Police

Emergency Management and
Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
Livingston County	Hazardous Materials Emergency Preparedness Grant Program	20.703
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6005819	HM-HMP-0558-16-01-00	09/30/2018
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
44797926		10/01/2018 09/29/2019
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$2,750.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$2,750.00
None on file	Total Amount of Federal Award	\$1,096,806.00
FEDERAL AWARD PROJECT DESCRIPTION		
FY 2018-19 Hazardous Materials Emergency Preparedness Planning Program Grant		
DETAILS		
The Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the <i>Hazardous Materials Emergency Preparedness Planning Grant Instructions</i> that are included with this grant agreement. The match amount is located in part III.A of this grant agreement.		
FEDERAL AWARDOING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 1200 New Jersey Avenue, SE, E21-316 Washington DC 20590-0001	Michigan State Police Emergency Management & Homeland Security Division P.O. Box 30634 Lansing, MI 48909	

State of Michigan Fiscal Year 2018-19 Hazardous Materials Emergency Preparedness Planning Program Grant Agreement

October 1, 2018 to September 30, 2019

CFDA Number: 20.703 Grant Number: HM-HMP-0558-16-01-00

This Fiscal Year (FY) 2018-19 Hazardous Materials Emergency Preparedness (HMEP) Planning Program grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF LIVINGSTON
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal funds to the Subrecipient for the development of new Superfund Amendments and Reauthorization Act (SARA), Title III, Section 302, hazardous materials emergency response plans. This grant agreement provides financial assistance to first responders (fire, law enforcement, emergency medical services, etc.) for allowable costs in the following areas:

- A. Provision of assistance to public sector employees through planning grants to states, territories, and Native American tribes for emergency response.
- B. Increased state, territorial, tribal, and local effectiveness in implementation of the Federal Emergency Planning and Community Right-to-Know Act of 1986.
- C. Encouragement of a comprehensive approach to emergency planning by incorporating the unique challenges of response to transportation situations.

II. Statutory Authority

Funding for the FY 2018-19 HMEP is authorized by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Federal Hazardous Materials Transportation Law (49 U.S.C. Section 5101 et. seq.).

The Subrecipient agrees to comply with all FY 2018-19 HMEP program requirements and the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. 49 CFR, Part 110 *Hazardous Materials Public Sector Training and Planning Grants*.
- C. 49 U.S.C. 5116 et seq. located at <https://www.gpo.gov/fdsys>.
- D. Any other applicable Federal statutes and regulations, including those listed within this grant agreement elsewhere.

III. Award Amount and Restrictions

- A. The county of **Livingston** is awarded up to **\$2,750.00** under the FY 2018-19 HMEP Planning Program Grant Agreement. This funding will be awarded as described in *Hazardous Materials Emergency Preparedness Planning Grant Instructions* enclosed within this grant agreement packet and is based on information provided in the HMEP grant application submitted for the FY 2018-19 grant year by **Livingston County**. This allocation is dependent upon the level of federal funding and may be reduced if available federal funding is reduced or if fewer plans are submitted based on the FY 2018-19 application for **Livingston County**. Any unused grant funds remaining at the end of the grant year will be used to increase the reimbursement for accepted new SARA Title III plans submitted by participating Local Emergency Planning Committees (LEPCs). The Subrecipient's payment per new plan will be recalculated using these funds and the award to the Subrecipient for the number of new plans submitted will be adjusted. This may affect the match amount required for this grant.

Based on the Subrecipient's application, a match amount of **\$688.00** is required. However, the Subrecipient must be prepared to match all funds received through this grant agreement (which equates to 25% of any federal funds received), as noted in Section III, D of the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are enclosed within this grant agreement.

- B. The PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes:
1. The copyright in any work developed under this grant, sub-award, or contract under a grant or sub-award; and
 2. Any rights of copyright to which the Recipient, Subrecipient, or a contractor purchases ownership with grant support.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. The Subrecipient may be required to supply documentation certifying that it did not reduce non-federal funds because of receiving federal funds. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
 2. HMEP Planning Grant Agreement In-Kind Match form (EMD-063)
 3. Standard Assurances
 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 5. Audit Certification (EMD-053)
 6. Request for Taxpayer Identification Number and Certification (W-9)
 7. SARA Title III Hazardous Materials, Off-site Emergency Response Plan Update List (EMD 064). This form is located on the MSP/EMHSD website at <http://www.michigan.gov/emhsd> and click on Hazardous Materials in the column on the left. Then click on Plan Review List Form (DOC) under the Planning section. This form does not need to be completed and returned with the FY 2018-19 HMEP Planning Program grant agreement. This form is to be used if and when a list of updated plans is submitted for your grant. The Plan Review List form can be submitted directly to the SARA Title III Planner at the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) and must be submitted no later than July 1, 2019.
 8. Other documents that may be required by federal or state officials

- C. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
1. Meet the LEPC eligibility requirements, as stated in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section II.
 2. Submit new SARA Title III (Section 302) community hazardous materials emergency response plans to the MSP/EMHSD District Coordinator no later than July 1, 2019.
 3. Submit a list of updated SARA Title III (Section 302) community hazardous materials emergency response plans to MSP/EMHSD no later than July 1, 2019. The form for submitting these updates is available on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>.
 4. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator.
 5. In accordance with 2 CFR 200.331, the subrecipient permits the recipient to have access to the subrecipient's records and financial statements as necessary for the recipient to meet the requirements of 2 CFR 200.331.
 6. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the *Rehabilitation Act of 1973*.
 7. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Non-federal organizations which expend \$750,000 or more in federal funds from all sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.
 8. Comply with the Department of Transportation's policy for contracting with small and minority businesses, women-owned business enterprises, veteran owned, and HubZone business firms. The subrecipient is encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HubZone business firms are used when possible.
 9. Complete federally-mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and program specific reporting requirements.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

Submit new and updated SARA Title III (Section 302) community hazardous materials emergency response plans and identify which facility plans were updated on the attached *Plan Update List* form as stated in the FY 2018-19 application to MSP/EMHSD, no later than July 1, 2019. Complete instructions on how and where to submit required reports can be found in the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* that are included with this grant agreement package. If a support grant was requested, the LEPC must meet the requirements stated in the attached *Hazardous Materials Emergency Preparedness Planning Grant Instructions*, Section IV.B., or forfeit that portion of the grant award.

VII. Payment Procedures

Upon receipt, review, and acceptance of all work products and other requirements, as referenced in this grant agreement, the Recipient will calculate the payment to be made to the Subrecipient and will forward this information to the Subrecipient. See the *Hazardous Materials Emergency Preparedness Planning Grant Instructions* document attached within this grant agreement packet for further information.

All Subrecipients in the HMEP grant program must submit documentation on the associated costs being charged to the \$1,000.00 HMEP support grant. The eligible expenses are laid out in the HMEP \$1,000.00 Support Grant Certification Form, which will be sent to each LEPC at the close of the federal fiscal year. When a LEPC enters information into this form, the cost will need to be supported by a receipt, time sheet (reflecting hours worked on SARA related planning issues), purchase order or a paid invoice. The support grant form and attachments must be returned to MSP/EMHSD by the assigned due date.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient must comply with 2 CFR, Part 1200, *Nonprocurement Suspension and Debarment*, located at <http://www.ecfr.gov>. The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Active Exclusions list on the System for Award Management (SAM) website located at <http://www.sam.gov> (previously this search was performed in the Excluded Parties List System – EPLS).

The Subrecipient must comply with regulation 49 CFR, Part 21, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act of 1964* (see related certification form contained in this grant agreement package).

The Subrecipient must comply with regulation 49 CFR, Part 20, *New Restrictions on Lobbying* (see related certification form contained in this grant agreement package).

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this grant agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2018 to September 30, 2019. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

County of Livingston

44797926

Subrecipient Name

Subrecipient's DUNS Number

Donald S. Parker

Livingston County Board Chairperson

Printed Name

Title

Signature

Date

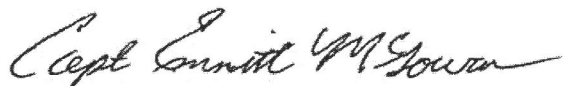
For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Emmitt McGowan, Commander

Deputy State Director, Emergency
Management and Homeland Security

Printed Name

Title



Signature

Date



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

April 26, 2019

Mr. Jeffrey Boyd
Emergency Management Coordinator
Livingston County
1911 Tooley Rd.
Howell, Michigan 48855

Dear Mr. Boyd:

Enclosed is the replacement package for the Fiscal Year 2018-19 Hazardous Materials Emergency Preparedness (HMEP) Planning Program Grant Agreement package for Livingston County. Please return the required grant documentation listed on the enclosed *Subgrantee Checklist* to our office at the following address:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
P.O. Box 30634
Lansing, MI 48909

Additional information on the FY 2018-19 HMEP Grant Program can be found at www.phmsa.dot.gov/hazmat/grants.

This grant agreement and all required documentation must be completed, signed, and returned **no later than June 25, 2019**. If this requirement is not met, this grant agreement will be invalid after **June 25, 2019** unless a prior written exception is provided by the Michigan Department of State Police, Emergency Management and Homeland Security Division.

If you have any questions regarding this correspondence or the FY 2018-19 HMEP Planning Grant Program, please contact Ms. Brenna Roos at RoosB@michigan.gov or 517-284-3727.

Sincerely,

Capt. Emmitt McGowan, Commander
Emergency Management and Homeland Security Division

Enclosures (12)
cc: Ms. Therese Cremonte
Lt. Jeffery Yonker