

GENERAL GOVERNMENT AND HEALTH AND HUMAN SERVICES COMMITTEE

AGENDA

September 9, 2019

7:30 PM

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

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7. CALL TO THE PUBLIC

8. ADJOURNMENT

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

MEETING MINUTES

August 5, 2019, 7:30 p.m.

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

Members Present: Robert Bezotte, William Green, Gary Childs, Wes Nakagiri

1. CALL TO ORDER

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

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: July 8, 2019

Motion to approve the minutes as presented.

Moved by: W. Green

Seconded by: G. Childs

Yes (4): R. Bezotte, W. Green, G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

3. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved by: G. Childs

Seconded by: W. Green

Yes (4): R. Bezotte, W. Green, G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

4. REPORTS

None.

5. CALL TO THE PUBLIC

Leo Hanifin, Chairman of Livingston County Transportation Coalition, addressed the Committee in regards to Agenda Item 6.1.

6. RESOLUTIONS FOR CONSIDERATION

6.1 L.E.T.S.

Resolution Authorizing a Contract Award to Indian Trails, Inc. DBA Michigan Flyer, LLC. to Provide Airport Transportation Services

Recommend Motion to the Finance Committee.

Greg Kellogg, LETS Director, presented the resolution and answered questions from the Committee.

Motion to amend the resolution as follows:

After the last comma in the last Therefore Be It Resolved clause add "as determined by the County Administrator and the Board of Commissioners."

Moved by: W. Nakagiri

Seconded by: G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Amendment Carried (4-0-0)

Moved by: W. Green

Seconded by: W. Nakagiri

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.2 Car Pool

Resolution Authorizing Capital Expenditure for One (1) Vehicle and Supplemental Appropriation to the FY 2019 Budget

Recommend Motion to the Finance Committee.

Moved by: W. Green

Seconded by: W. Nakagiri

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.3 Board of Commissioners

Resolution to Establish a Census 2020 Complete Count Committee

Recommend Motion to the Finance Committee.

Ken Hinton, County Administrator, presented the resolution and answered questions from the Committee.

Moved by: G. Childs

Seconded by: W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

7. CALL TO THE PUBLIC

Leo Hanifin, Chairman of the Livingston County Transportation Coalition, spoke in regards to the Transportation Summit held in January and the Michigan Flyer service.

8. ADJOURNMENT

Motion to adjourn the meeting at 8:14 p.m.

Moved by: W. Nakagiri

Seconded by: W. Green

Natalie Hunt, Recording Secretary

UNAPPROVED

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

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

Resolution Authorizing Sub-recipient Agreement for Transportation Services between Livingston County (LETS) and People's Express of Whitmore Lake - LETS

WHEREAS, Livingston County, through Livingston Essential Transportation Service (LETS) provides public transportation services throughout Livingston County; and

WHEREAS, LETS is seeking to improve service in the southeastern corner of the County, which has traditionally been difficult to serve because of the distance from LETS headquarters, by entering into an agreement with People's Express of Whitmore Lake to provide additional service in this area; and

WHEREAS, Livingston County receives state and federal operating assistance from the Michigan Department of Transportation (MDOT) for the purpose of providing public transportation within the non-urbanized portion of the County; and

WHEREAS, the transportation services provided by People's Express are eligible to receive the operating assistance, but People's Express is not an eligible Act 51 grant recipient; and

WHEREAS, LETS desires to pass through Section 5311 rural operating assistance to People's Express in an amount not to exceed \$56,000 to provide service in the southeastern portion of the County consistent with the terms and conditions set forth in the agreement; and

WHEREAS, the agreement term will be one (1) year beginning October 1, 2019 and ending September 30, 2020.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a sub-recipient agreement for transportation services between Livingston County and People's Express of Whitmore Lake to pass through Section 5311 rural operating assistance in an amount not to exceed \$56,000 under the terms and conditions set forth therein for a term of one (1) year beginning October 1, 2019 and ending September 30, 2020.

BE IT FURTHER RESOLVED that the Board Chair is authorized to sign the agreement and any related documents upon review and approval by Mark Koerner, LETS transit attorney.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 08/16/2019
**Re: Resolution Authorizing Sub-recipient Agreement for Transportation Services
between Livingston County (LETS) and People's Express of Whitmore Lake - LETS**

LETS is seeking to improve service in the southeastern corner of the County, which has traditionally been difficult to serve because of the distance from LETS headquarters. We have an opportunity to provide better and more efficient service in this area by entering into a sub-recipient arrangement with People's Express of Whitmore Lake (a division of Northfield Human Services) whereby state and federal rural transportation funds are passed through to People's Express to provide transportation services.

Livingston County receives state and federal operating assistance from the Michigan Department of Transportation (MDOT) to provide public transportation within the non-urbanized portion of the County. The transportation services provided by People's Express are eligible to receive the operating assistance, but People's Express is not an eligible Act 51 grant recipient.

Therefore, LETS is requesting authorization to pass through Section 5311 rural operating assistance to People's Express in an amount not to exceed \$56,000 to provide the additional service. Because this is only a pass through of grant funding no revenues or expenses will be recorded by the County as a result of the agreement. People's Express will report quarterly revenues, expenses, and ridership data for the service to LETS and we will report to MDOT on their behalf. Eligible expenses for the service will determine the amount of funding LETS receives from MDOT to pass through to People's Express.

The services provided by People's Express will not supplant LETS service in this area but rather supplement it. If People's Express cannot accommodate a particular ride request then LETS will attempt to do so through its regular dial-a-ride reservation system. The goal of this agreement is not only to improve service for residents in southeastern Livingston County but also to free up capacity for LETS to better serve other areas of the County.

People's Express is a division of Northfield Human Services and has been operating since 1991. LETS regularly makes referrals to People's Express for rides that we cannot accommodate. This agreement will expand and formalize that relationship and will include an oversight role for LETS. Federal regulations for sub-recipients will require LETS to monitor compliance by People's Express in the categories listed in Appendix A of the agreement. LETS has previously sponsored capital grants for People's Express with the same requirements so we are prepared to perform that role.

The agreement term will be one (1) year beginning October 1, 2019 and ending September 30, 2020 and may be extended by mutual written agreement of both parties.

The proposed agreement is attached. If you have any questions please contact me at x7843.

**SUB-RECIPIENT AGREEMENT BETWEEN
PEOPLE'S EXPRESS
AND
THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS**

This SUB-RECIPIENT AGREEMENT is made between PEOPLE'S EXPRESS, a private, non-profit organization, P.O. Box 505, Whitmore Lake, Michigan 48189 (hereinafter "PEX"), and the COUNTY OF LIVINGSTON ("LIVINGSTON COUNTY"), 304 E. Grand River Ave., Howell, Michigan.

1. Background.

LIVINGSTON COUNTY receives State and Federal operating assistance from the Michigan Department of Transportation ("MDOT") for the purpose of providing public transportation within the nonurbanized portion of Livingston County.

The transit services provided by PEX to low-income individuals, people with disabilities and senior citizens is eligible to receive the operating assistance, but PEX is not an eligible grant recipient. As a result, LIVINGSTON COUNTY desires to pass through to PEX operating assistance on terms consistent with the terms and conditions of the grant agreements between LIVINGSTON COUNTY and MDOT. PEX desires to receive funding on those terms.

Prior to this agreement, PEX has been a subrecipient of MDOT for purposes of compliance with federal and state requirements. Beginning on October 1, 2019, PEX will be a subrecipient of LIVINGSTON COUNTY for non-urban operating assistance. Subrecipients of non-urban operating assistance must meet applicable minimum federal requirements identified in the attached "LIVINGSTON COUNTY §5311 Subrecipient Requirements". During the term of this contract, LIVINGSTON COUNTY will work with PEX to implement procedures for proper oversight by LIVINGSTON COUNTY of the requirements and documentation of compliance.

2. Term.

The term of this Agreement shall be from October 1, 2019 to September 30, 2020, and may be extended by mutual written agreement of the parties.

3. Public Transportation Service.

PEX will utilize the pass-through operating assistance to offer its transportation services to low-income individuals, people with disabilities and senior citizens within the boundary of Livingston County. It is mutually understood that PEX is solely responsible for determining all aspects of the PEX service to be provided including the hours of service, routes, and vehicle scheduling, and for determining all aspects of the quality and safety of operation

without oversight by LIVINGSTON COUNTY or consultation with LIVINGSTON COUNTY, except as required to be an eligible subrecipient for state and federal operating assistance. The subrecipient requirements are included as Appendix A.

4. Monthly and Quarterly Reports.

- 4.1. Financial Reports. PEX agrees to provide quarterly reports of revenues and expenses. Data shall be consistent with definitions in the *Local Public Transit Revenue and Expense Manual* issued annually by MDOT. The reports shall be submitted to LIVINGSTON COUNTY by the twenty-first day of January, April, July and October for the previous three months, and by the fifth day of November for the year ended on September 30th (yearend report).
- 4.2. Audits. PEX agrees to provide to LIVINGSTON COUNTY audited financial statements which show the operating expenses eligible for statutory operating assistance as defined in the MDOT Local Public Transit Revenue and Expense Manual. PEX shall submit audited financial statements to LIVINGSTON COUNTY within 180 days of the end of fiscal year each year including PEX's response to any audit findings. An A-133 single audit is not required.
- 4.3. Operating Reports. PEX agrees to provide monthly reports of service hours, vehicle miles, and ridership in a format provided by LIVINGSTON COUNTY. The reports shall be submitted to LIVINGSTON COUNTY by the twenty-first day of the following month, and by the fifth day of November for a summary report of data for the fiscal year.
- 4.4. PEX further agrees to maintain and provide to LIVINGSTON COUNTY such records, and otherwise to conduct its operations in a manner which will enable LIVINGSTON COUNTY to comply with State requirements.

5. Payment.

LIVINGSTON COUNTY will pass through to PEX non-urban operating assistance at the same rate as is received by LIVINGSTON COUNTY from MDOT. The amount is based on the expenses of public transportation service operated by PEX that are eligible for state participation as defined by the current MDOT Local Public Transit Revenue and Expense Manual.

During each year, the amount that MDOT pays to LIVINGSTON COUNTY and other transit operators is based on a percentage of eligible operating expenses. \$100,000 is the amount of eligible nonurban operating expenses for PEX included in the adopted LIVINGSTON COUNTY budget for the subject year. 56.0% is the percentage of non-urban eligible expenses that MDOT has informed LIVINGSTON COUNTY will be paid to begin the subject year, 38.0% from state operating assistance and 18.0% in federal Section 5311 operating assistance. Based on this, the LIVINGSTON COUNTY expects to receive

\$56,000. LIVINGSTON COUNTY will pay PEX one-twelfth of this total amount, \$4,667 each month.

PEX agrees to pay the remainder of said cost from fares and other local sources of funds. In the event that the eligible expenses incurred by PEX are less than budgeted, based on the quarterly reports submitted to LIVINGSTON COUNTY, LIVINGSTON COUNTY may reduce subsequent monthly payments so that the total payment does not exceed the expected amount from the State of Michigan.

All payments by LIVINGSTON COUNTY to PEX are contingent upon payment by the State of Michigan to LIVINGSTON COUNTY under the original grant. It is understood that the actual percentage of eligible operating expenses paid by MDOT to LIVINGSTON COUNTY may be different from the percentage listed above. The percentage is subject to change during the year. As a result, the monthly payment to PEX may be increased or decreased during the year. MDOT does not determine the final percentage until after the end of the subject year. It will be necessary to make a final reconciliation after the end of the project period of the amount earned by PEX based on the actual eligible expenses of PEX and percent of eligible expenses paid by MDOT. At that time, LIVINGSTON COUNTY agrees to promptly pay PEX any additional amount earned by PEX, and PEX agrees to repay LIVINGSTON COUNTY any excess payment that was received by PEX.

6. Indemnification.

PEX agrees to indemnify, defend and save LIVINGSTON COUNTY, its Board, officials, officers, employees, individually and collectively harmless from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind and nature arising or alleged to have arisen out of the breach of this agreement and claims by the State of Michigan for noncompliance with its grant to LIVINGSTON COUNTY, which arise from any action or failure to act by PEX in relation to its obligations under this Agreement. LIVINGSTON COUNTY agrees to indemnify and hold PEX harmless for any and all claims of any sort arising out of a breach of this agreement by LIVINGSTON COUNTY. With respect to claims of third parties, this provision is not intended, and is not to be construed as a waiver of the defense of governmental immunity otherwise available nor is it intended to grant third party beneficiary status to any person or entity.

7. Insurance.

PEX will provide such insurance as may be required by LIVINGSTON COUNTY and MDOT relating to the obligations of PEX under this Agreement, and will name LIVINGSTON COUNTY as an additional insured under any policy of insurance which may be required.

8. Termination.

Either party may terminate this Agreement for cause at any time in the event that the other party fails to perform its obligations hereunder, or may, in the alternative, withhold funds until the performance of the party in breach is brought into compliance. Unless the nonperformance results in immediate threat to public health or safety, LIVINGSTON COUNTY will provide PEX with written notice of non-compliance and a 30-day period to cure such non-compliance before termination or withholding of funds or services. Further, either party may terminate this Agreement at any time if the State grant to LIVINGSTON COUNTY is terminated, and either party may terminate this Agreement for its convenience upon 120 days written notice, provided that the parties shall continue their obligations to each other under the terms of this agreement until it is terminated.

9. Assignment.

PEX may not assign its obligations under this Agreement without the prior written consent of LIVINGSTON COUNTY.

10. Governing Law.

This Agreement shall be governed by the laws of the State of Michigan.

11. Severability.

In the event any provision of this Agreement is determined to be invalid, the remainder of the Agreement shall remain in full force and effect.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

By: _____

Date: _____

Title: Chairman of the Board

PEOPLE'S EXPRESS

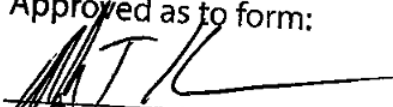
By:  _____

Date: 6/17/19

Title: Managing Director

FOSTER SWIFT COLLINS & SMITH, P.C.

Approved as to form:

 _____

Mark T. Koerner

6/19/19
Dated

APPENDIX A

The following is a summary of Federal requirements for recipients of Section 5311 funding. LIVINGSTON COUNTY is responsible for insuring that subrecipients of these funds are also in compliance.

The goals that the Federal Transit Administration (FTA) expects from grant recipients and subrecipients are:

- Documented Policies & Procedures
- Effective Service Implementation
- Sufficient Resources to Implement Programs
- Understanding of Requirements
- Effective Oversight

Federal Transit Administration (FTA) requirement categories, including basic details, are as listed below:

1. Financial Capacity

Demonstrate ability to match and manage FTA grant funds, cover cost increases and operating deficits, cover maintenance and operational costs for federally funded facilities and equipment, and conduct and respond to applicable audits.

2. Technical Capacity

Subrecipient has the procedures, process and resources to implement and manage grant funding and budgets, meet schedules on projects, and properly oversee contractors.

3. Maintenance

The maintenance of federally funded vehicles, equipment and facilities in good operating order throughout their useful life, as well as the maintenance of ADA accessibility features.

4. Americans with Disabilities Act (ADA)

No discrimination against persons with disabilities; provide accessible facilities and services that meet requirements; and ensure contractor(s) compliance.

5. Title VI

No discrimination based on race, color, or national origin in the provision of transit services, and provide service and related benefits equitably. Subrecipients are required to prepare and submit a Title VI program.

6. Procurement

Conduct procurements in accordance with FTA Circular 4220.1F and federal law, in full and open competition, and in compliance with Buy America requirements.

7. Disadvantaged Business Enterprises (DBE)

For subrecipients with \$250,000 in contracting opportunities, not including revenue vehicles, to implement an approved DBE program and administer the program effectively.

8. Legal

Subrecipient has legal authority to request, receive, and disburse FTA funds, with proper designation of authority to execute awards, and is in compliance with lobbying requirements.

9. Satisfactory Continuing Control

Proper use of FTA funded property and equipment to provide transit service, as well as proper acquisition, maintenance, and tracking of FTA funded assets in compliance with Transit Asset Management requirements effective October 1, 2016.

10. Planning/Program of Projects (POP)

Not applicable. Applies to subrecipients of Section 5307 funding only.

11. Public Comment of Fare and Service Changes

Not applicable. Applies to subrecipients of Section 5307 funding only.

12. Half Fare

Not applicable. Applies to subrecipients of Section 5307 funding only.

13. Charter Bus

Subrecipients are generally prohibited from using federally funded equipment and facilities to provide charter service. Subrecipients must consult with LIVINGSTON COUNTY prior to operating community-based charter services exempted by the regulation.

14. School Bus

Subrecipients are prohibited from operating exclusive school bus service only available for students.

15. Security

Not applicable. Applies to subrecipients of Section 5307 funding only.

16. Drug-Free Workplace/Drug and Alcohol Program

Subrecipients must adopt a written drug-free workplace program and on-going drug free awareness program, along with a drug and alcohol testing program for all safety sensitive employees of subrecipients and contracts.

17. Equal Employment Opportunity (EEO)

Employees are not discriminated against in the workplace. If criteria are met, subrecipient has an effective EEO program.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

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

Resolution to Accept Funding from St. Joseph Mercy Health System, Ascension Providence Health System, and Michigan Medicine to Establish a Healthcare Transportation Collaborative - LETS

WHEREAS, the Livingston County Health Department's 2015-2020 Community Health Improvement Plan (CHIP) identified healthcare integration and transportation as high-priority strategic issues for improving the health and well-being of Livingston County residents; and

WHEREAS, the CHIP process established a Healthcare Integration workgroup that includes representatives from the three major health systems, LETS, and the Health Department to develop options for collaboration between healthcare providers to improve access to healthcare services; and

WHEREAS, lack of transportation is one of the primary barriers to access and therefore a key objective of the workgroup is to develop a collaborative healthcare transportation service to improve access to healthcare and other wellness-related services; and

WHEREAS, a service was developed using LETS to provide door-to-door transportation available to the public for doctor appointments, pharmacy visits, on-demand emergency department discharges, and other activities that fulfill the mission of improving health and wellness; and

WHEREAS, the proposed service is eligible for federal and state transportation grants that will be matched by annual contributions from St. Joseph Mercy in the amount of \$40,000; Ascension Providence in the amount of \$33,000; and Michigan Medicine in the amount of \$33,000; and

WHEREAS, the contributions will be made annually for a period of three (3) years consistent with the terms and conditions set forth in the letters of intent submitted by each of the three health systems.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby accepts annual funding contributions from St. Joseph Mercy Health System in the amount of \$40,000; Ascension Providence Health System in the amount \$33,000; and Michigan Medicine in the amount of \$33,000 for a period of three (3) years for the purpose of matching federal and state transportation grants to establish a Healthcare Transportation Collaborative.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes any budget amendment needed to effectuate the receipt and expenditure of these monies.

BE IT FURTHER RESOLVED that the Board Chair is authorized to sign any agreements and related documents upon review and approval by the LETS transit attorney, Mark T. Koerner of Foster, Swift, Collins, and Smith, PC.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 09/01/2019
Re: Resolution to Accept Funding from St. Joseph Mercy Health System, Ascension Providence Health System, and Michigan Medicine to Establish a Healthcare Transportation Collaborative - LETS

A new healthcare transportation service operated by LETS will launch in fall 2019 thanks to a 3-year, \$318,000 funding commitment from St. Joseph Mercy Health, Ascension Providence Health, and Michigan Medicine.

The Livingston County Health Department's 2015-2020 Community Health Improvement Plan (CHIP) identified healthcare integration and transportation as high-priority strategic issues for improving the health and well-being of Livingston County residents.

The CHIP process established a Healthcare Integration workgroup that includes representatives from the three major health systems, LETS, and the Health Department to develop options for collaboration between healthcare providers to improve access to healthcare services.

Lack of transportation is one of the primary barriers to access and therefore a key objective of the workgroup is to develop a collaborative healthcare transportation service to improve access to healthcare and other wellness-related services. The three health systems took the lead on this effort, and after an extensive planning process, a service was developed using LETS as the transportation provider.

The proposed door-to-door transportation service will be disability-accessible and available to the public for doctor appointments, pharmacy visits, on-demand emergency department discharges, and other activities that fulfill the mission of improving health and wellness. LETS will provide two full-time drivers and two new wheelchair-accessible full-size vans for the service. The vans will be wrapped with the logos of LETS and the three health systems to make them easily identifiable to the public.

The service is eligible for federal and state transportation grants that will be matched by annual contributions from St. Joseph Mercy in the amount of \$40,000; Ascension Providence in the amount of \$33,000; and Michigan Medicine in the amount of \$33,000. The total contribution of \$106,000 per year is expected to leverage a minimum of \$130,000 annually in operating grant revenue (contingent on available funding) for a total estimated service budget of \$236,000. Capital costs for the two vans will be funded entirely by state and federal grants in the amount of \$150,000.

The contributions will be made annually for a period of three (3) years consistent with the terms and conditions set forth in the letters of intent submitted by each of the three health systems.

Please do not hesitate to contact me directly at x7843 if you have any questions.

Greg Kellogg
Livingston Essential Transportation Service
3950 W Grand River Ave
Howell, MI 48855

Dear Mr. Kellogg,

On behalf of St. Joseph Mercy Livingston, I take pleasure in informing you of our support of Livingston Essential Transportation Services (L.E.T.S.) Matching Grant Fund opportunity by the Federal Transit Administration and the Michigan Department of Transportation. We are proud to know that our matching donation, in the amount of \$40,000 annually, is consistent with, and in support of, our mission by providing improved access to transportation for those most vulnerable in our community and reducing barriers to healthcare and the social determinants of health. It should be noted that, in accordance with Trinity Health's Community Health and Well-being alignment with Catholic Health Association's Community Benefit guidance, this annual donation to LETS is restricted to the purpose described above. This donation will be distributed annually for three years, for a total amount of up to \$120,000. The first year's installment of \$40,000 will be released as of July 1, 2019.

We at St. Joseph Mercy look forward to joining you in the effort to transform our community into one that provides the best quality of life for those who live in it.

Sincerely,



Bill Manns, President
St. Joseph Mercy Ann Arbor and Livingston



16001 W. Nine Mile Road
Southfield, MI 48075

May 21, 2019

Greg Kellogg
Livingston Essential Transportation Service (L.E.T.S.)
3950 W. Grand River Ave
Howell, MI 48855

RE: LOI for Transportation Collaboration

Dear Greg,

Ascension Providence is pleased to provide you with this Letter of Intent in support of the Livingston Essential Transportation Services (L.E.T.S.) Match Grant Fund opportunity by the Federal Transit Administration and the Michigan Department of Transportation. We are excited to know that our matching donation, in the amount of \$33,000 annually for the next 3 years, is consistent with, an in support of, Ascension's mission to provide improved access to transportation for those most vulnerable in our community by reducing barriers to healthcare and the social determinants of health.

In accordance with Ascension's Community Health mission and guidance, this annual donation to LETS is restricted to the intent described above. This donation will be distributed annually for three years, for a total of \$99,000. This first year's installment of \$33,000 will be released on Sept 1, 2019.

Ascension Providence is looking forward to this transportation collaboration with St. Joseph Mercy and Michigan Medicine to provide an improved quality of healthcare life for the citizens of Livingston County.

Sincerely,

A handwritten signature in black ink, reading "Joseph Hurshe", is written over the word "Sincerely,".

Joseph Hurshe, FACHE
President and CEO, Ascension Providence

August 30, 2019

Greg Kellogg, Director
Livingston Essential Transportation Service (L.E.T.S.)
3950 W. Grand River Ave.
Howell, MI 48855

Dear Greg;

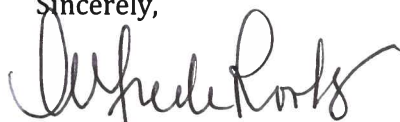
This letter confirms my e-mail dated July 21, 2019 indicating Michigan Medicine's three-year commitment of \$33,000/year in funding to expand LETS services in Livingston County. The expansion will specifically cover transportation for Livingston County residents to doctor appointments and pharmacy visits.

Lack of transportation is a significant social determinant that negatively impacts access to health care. The expanded services will ensure, that not just Michigan Medicine patients, but residents within Livingston County will have reliable transportation for doctor visits, reducing a barrier for seeking routine and regular health care.

We wholeheartedly join our partners, Saint Joseph Mercy Hospital – Livingston and Ascension in providing this service.

I look forward to hearing next steps.

Sincerely,



Alfreda Rooks, MPA
Director
Community Health Services

cc: M. Musler
T. Denton

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Capital Expenditure for One (1) Vehicle and Supplemental Appropriation to the FY 2019 Budget – Car Pool

- WHEREAS,** the Car Pool Director is requesting authorization to replace one (1) vehicle from the Sheriff's Department Field Services Division that was involved in an accident and declared a total loss by MMRMA; and
- WHEREAS,** the totaled vehicle is a MY 2018 Ford F-150 and will be replaced by a MY 2019 Ford F-150 purchased from Gorno Ford of Woodhaven, MI using the MiDeal Cooperative Purchasing Contract; and
- WHEREAS,** the Car Pool Department has received \$5,566 in lease payments for the totaled vehicle and will receive \$34,500 in insurance/salvage proceeds; and
- WHEREAS,** the cost of a new replacement MY 2019 Ford F-150 is not to exceed \$34,000 plus \$2,500 in upfitting costs, and any remaining funds will be used to reduce the monthly lease costs of the new vehicle; and
- WHEREAS,** the totaled vehicle was not intended to be replaced in the current year and therefore a budget amendment for Car Pool is necessary to cover the vehicle purchase and upfitting expense; and
- WHEREAS,** the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended; and
- WHEREAS,** the replacement vehicle will be leased back to the Sheriff Department for the term of 60 months.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Car Pool Director to purchase one (1) MY 2019 Ford F-150 for an amount not to exceed Thirty-Four Thousand dollars (\$34,000) plus Two Thousand Five Hundred (\$2,500) in upfitting costs with any remaining funds to be used to reduce monthly vehicle lease payments.

BE IT FURTHER RESOLVED that the replacement vehicle will be purchased from Gorno Ford of Woodhaven, Michigan using the MiDeal Cooperative Purchasing Contract and will be leased back to the Sheriff's Department for a term of 60 months.

BE IT FURTHER RESOLVED that Livingston County Board of Commissioners hereby authorizes a budget amendment to the Car Pool 2019 Budget as follows:

FUND	APPROVED [YEAR] BUDGET	PROPOSED AMENDMENT	[YEAR] AMENDED BUDGET
661 – Car Pool	\$1,943,399	\$36,500	\$1,979,899

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
CAR POOL DEPARTMENT

3950 W. Grand River, Howell, MI 48855
Phone 517-540-7847 Fax 517-546-5088
Web Site: www.livgov.com/lets

Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 09/03/2019
Re: Resolution authorizing capital expenditure for one (1) vehicle and supplemental appropriation to the FY 2019 budget – Car Pool

I am requesting authorization to replace one (1) vehicle from the Sheriff's Department Field Services Division that was involved in an accident and declared a total loss by MMRMA.

The totaled vehicle is a MY 2018 Ford F-150 and will be replaced by a MY 2019 Ford F-150 purchased from Gorno Ford of Woodhaven, MI using the MiDeal Cooperative Purchasing Contract.

Car Pool has received \$5,566 in lease payments for the totaled vehicle and will receive \$34,500 in insurance/salvage proceeds. The cost of a new replacement MY 2019 Ford F-150 is not to exceed \$34,000 plus approximately \$2,500 in upfitting costs. The remaining funds will be used to reduce monthly lease payments on the new vehicle.

The totaled vehicle was not intended to be replaced in the current year and therefore a Car Pool budget amendment is necessary to cover the vehicle and upfitting expense.

Please do not hesitate to contact me at **x7843** with any questions.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

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

Resolution Authorizing Contract Award to Enterprise Fleet Management to provide Automotive Fleet Management Services for the Car Pool Department – Car Pool

WHEREAS, there is an on-going need to provide fleet services for Livingston County departments and County Administration has determined that a different strategic direction for the provision of these services should be pursued; and

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

WHEREAS, Enterprise Fleet Management was recommended for award to provide Automotive Fleet Management Services per the rates in Attachment B – Alternative Cost Proposal of RFP-LC-19-16 for three (3) year base contract with one (1) additional two-year renewal for a total contract period not to exceed five (5) years.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into contact with Enterprise Fleet Management located at 600 Corporate Park Drive, St. Louis, MO 63105 to provide automotive fleet management services per RFP-LC-19-16 and the proposed rates in Attachment B – Alternative Cost Proposal for a three (3) year term commencing on October 1, 2019 to October 1, 2022 with one (1) additional two- year renewal for a total contract period not to exceed five (5) years.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes any budget amendment required to effectuate this contract.

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 the renewal option for Enterprise Fleet Management Services to provide automotive fleet management services for Livingston County operations as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: September 3, 2019
Re: Resolution Authorizing Contract Award to Enterprise Fleet Management to provide Automotive Fleet Management Services for Car Pool – Car Pool

Based on the recommendation of County Administration's procurement consultant, CoPro+, the current County fleet operations was identified as an opportunity for strategic savings and potential revenue. Specifically, the implementation of a fleet management program would allow the County to operate a newer, safer fleet while reducing the internal administrative costs for tracking and maintaining the fleet compared to current fleet management operations. Moreover, a regional cooperative agreement could bring the County additional revenue.

Per the County Procurement Policy, a competitive bid process was performed in which the bid was posted on the Michigan Inter-governmental Trade Network (MITN), the County website, and (2) two known local companies were sent the solicitation directly. A pre-bid conference was held where three (3) companies attended. As a result, the solicitation reached a large group of qualified companies and even though only one (1) qualified submission was received, the Evaluation Committee (EC) believes that the process created a system of free and open competition and should be considered valid.

Based on the recommendation of the EC, Enterprise Fleet Management Services has been selected as a full service fleet management lease provider. As a result, I am requesting the attached resolution be approved to award the contract to Enterprise Fleet Management Services to provide automotive fleet management services for a three (3) year base contract with one (1) two-year renewal option for a total contract renewal period not to exceed five (5) years.

While the fleet management provider will operate the new leasing program and assume many of Car Pool's internal administrative functions, Car Pool will continue to provide services to County departments in the form of coordination between departments and local repair vendors, including vehicle portering. Moreover, Car Pool will retain the internal Fleet Manager/Mechanic position to provide priority service to public safety departments.

Thank you for your consideration. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

RFP-LC-19-16: Evaluation Matrix

RFP-LC-19-16: Evaluation Matrix	Maximum Points	Enterprise
Proposal Narrative - Section 1.3	20	15
Category A - Section 1.4	60	46
Category B - Section 1.5	60	45
Category C - Section 1.6	40	32
Category D - Section 1.7	40	34
Company Service Capabilities - Section 1.8	20	15
Value-Added Services - Section 1.9	40	21
Pricing - Attachment A	120	67
Total Points	400	275

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Reorganization of the Car Pool Department – Car Pool

WHEREAS, the Transportation Director has evaluated the organizational structure of the Car Pool Department and wishes to make changes to that structure to coincide with anticipated changes to the administration of the Department; and

WHEREAS, the proposed third-party contract for Fleet Management Services is expected to reduce the administrative workload in the Car Pool department with respect to accounts payable and work order processing; and

WHEREAS, the increasing volume and complexity of those and other tasks prompted a 2016 reorganization of the department which created the Administrative Coordinator position, classified at Grade 5, and added the Administrative Aide position, classified at Grade 3, both funded 50/50 by LETS and Car Pool; and

WHEREAS, to bring staffing levels in line with the anticipated reduction in administrative workload, the Administrative Coordinator position will be replaced with the Maintenance Coordinator position which is classified at Grade 4 and exists in the Car Pool position control chart; and,

WHEREAS, the Maintenance Coordinator position will continue to be funded 50/50 by LETS and Car Pool; and

WHEREAS, as part of this reorganization LETS will assume the full cost of the Administrative Aide position beginning on January 1, 2020.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a reorganization of the Car Pool Department changing the Administrative Coordinator position at Grade 5 to the Maintenance Coordinator position at Grade 4 and deleting the Administrative Aide position as described in the position control chart below.

CURRENT

Position #	Description	Grade	FTE	ORG	Percent
53800141	ADMINI AIDE LETS/CP	3	1.00	58853800	50%
				66126300	50%
53800103	ADMINISTRATIVE COORD	5	1.00	58853800	50%
				66126300	50%

PROPOSED

Position #	Description	Grade	FTE	ORG	Percent
53800141	ADMINI AIDE	3	1.00	58853800	100%
53800103	ADMINISTRATIVE COORD	4	1.00	58853800	50%
				66126300	50%

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 09/03/2019
Re: Resolution Authorizing the Reorganization of the Car Pool Department – Car Pool

In preparation for the anticipated contract award for fleet management services I evaluated the organizational structure of the Car Pool department and determined that changes are needed.

The addition of third-party fleet management services is expected to reduce the administrative workload in the Car Pool department significantly with respect to accounts payable and work order processing.

The increasing volume and complexity of those and other tasks prompted a 2016 reorganization of the department which created the Administrative Coordinator position, classified at Grade 5, and added the Administrative Aide position, classified at Grade 3, both funded 50/50 by LETS and Car Pool.

To bring staffing levels in line with the anticipated reduction in administrative workload, I recommend replacing the Administrative Coordinator position, currently vacant, with the Maintenance Coordinator position which is classified at Grade 4. The Maintenance Coordinator position preceded the Administrative Coordinator position and already exists in the Car Pool position control chart.

The Maintenance Coordinator will serve as the primary contact for the fleet management program and will work with the Car Pool Fleet Manager to coordinate repairs and maintenance on County-owned vehicles. The Maintenance Coordinator position will continue to be funded 50/50 by LETS and Car Pool.

As part of this reorganization LETS will assume the full cost of the Administrative Aide position beginning on January 1, 2020. This change is reflected in the proposed 2020 LETS budget.

Please do not hesitate to contact me at **x7843** with any questions.

LIVINGSTON COUNTY JOB DESCRIPTION

MAINTENANCE COORDINATOR - L.E.T.S./CAR POOL

Supervised By: Director of Transportation Services

Supervises: No supervisory responsibility

FLSA Status: Non-Exempt

Position Summary:

Under the supervision of the Director of Transportation Services is responsible for providing clerical and administrative support activities in support of L.E.T.S and vehicle operations and coordinating the maintenance of L.E.T.S. and motor pool vehicles. Maintains records and reports on all vehicle activities including, but not limited to, vehicle fueling, breakdowns, accidents, repairs, and maintenance.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Responsible for the daily routines pertaining to servicing all County-owned vehicles except ambulances. Schedules service at dealerships and suppliers of vehicle services, rental requests, and keeping records on each vehicle. Implements the inventory, fixed asset, and work order modules in the MUNIS system.
2. Maintains records of maintenance schedules for County vehicles to include proper, efficient, and on-time scheduling of preventative maintenance and other repairs, and maintaining inventory of parts and supplies.
3. Processes invoices received for services and goods provided for all County vehicles. Records each transaction to create a service history on each vehicle. Enters information into the County's financial system software.
4. Arranges for auction sale of County vehicles turned in to the motor pool, including sheriff's vehicles decommissioned. Has decals removed, and detailing of vehicles to maximize return on sale. Also takes photos and writes auction notices for publication on the Internet. Handles title transfer documents and collects monies from purchasers. Meets with purchasers to assure vehicle is properly removed from site and to ensure that monies and paperwork are correct.
5. Processes accident reports and ensures that damaged vehicles have an estimate completed. Discusses anticipated repair charges with the Director and departmental

managers to determine if the vehicle should be repaired or sold. Also ensures that necessary paperwork, police accident reports, estimates and invoices are completed and transmits the insurance information to Purchasing following MMRMA policies.

6. Answers phone calls pertaining to problems encountered by assigned drivers. This includes getting wreckers when breakdowns occur and finding a loaner for a department when necessary.
7. Assists the Director, Deputy Director and Operations Manager - L.E.T.S. with administrative duties as assigned. Transports County vehicles to vendors.
8. Produces monthly charge back invoices to departments using motor pool services. Matches fuel bills to outside vendor billings and calculates tax credits for those fueling services which do not remove taxes in their bill. Performs motor pool functions regarding driving records by adding, deleting, or verifying driving records with the Secretary of State per motor pool guidelines.
9. Creates and maintains financial documents for the Treasurer's office.
10. Inspects new vehicles including preparing all Federal Transit Administration and Michigan Department of Transportation documents related to pre-delivery to ensure specifications and proper safety requirements. Maintains all Federal Transit Administration and Michigan Department of Transportation vehicles per mandated safety guidelines, regulations, and requirements.
11. Responsible for maintaining and ordering office supplies for the department.
12. Serves as the secondary contact for the department's cell phone account, the County fuel credit card program, and coordinates and schedules hours for community service workers.
13. Performs other duties as directed.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- High school diploma or GED and three years of years of progressively more responsible experience in office administration.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.

- Michigan Commercial Driver's License - Class C with passenger endorsement. Or must obtain within 6 months of date of hire.
- Working knowledge of fleet inventories with a variety of vehicle classes and elated administrative requirements.
- Considerable knowledge of scheduling and maintaining vehicle service schedules, preparing and maintaining detailed and accurate records, general vehicle maintenance, processing invoices, calculating charge backs for County departments related to vehicle usage, preparing vehicles for auction including processing title paperwork, and ensuring vehicles comply with Federal Transit Administration and Michigan Department of Transportation guidelines, rules, and regulations.
- Skill in assembling and analyzing data and preparing accurate reports.
- Skill in effectively communicating ideas and concepts on multiple platforms.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications, fleet management software and other software applications utilized by L.E.T.S.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents, and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms. The employee must lift or push/pull objects of up to 25 lbs. without assistance. Accommodation will be made, as needed, for office employees required to lift or move objects that exceed this weight.

The typical work environment of this job is a business office setting where the noise level is quiet and sometimes moderate.

LIVINGSTON COUNTY JOB DESCRIPTION

ADMINISTRATIVE COORDINATOR - L.E.T.S./CAR POOL

Supervised By: Director of Transportation Services

Supervises: Subordinate staff as assigned

FLSA Status: Non-Exempt

Position Summary:

Under the supervision of the Director of Transportation Services is responsible for providing administrative and clerical support activities for L.E.T.S. and the County Motor Pool departments. Prepares weekly, monthly, and annual reports for both departments and creates ad hoc reports as needed. Serves as the County's Module Lead for the Munis system for work orders. Coordinates all vehicle repairs and maintenance, and maintains records of supplies inventory, vehicle inventory, vehicle fuel usage, repair and maintenance invoices, breakdowns, and accidents in Munis. Conducts new driver training and provides updated training to existing drivers. Certified back-up for the DOT/FTA certified Drug and Alcohol program.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Assists the Director and Deputy Director in preparing the Motor Pool annual budget and all related vehicle information for the L.E.T.S. annual budget.
2. Trains new drivers on all L.E.T.S., MDOT, and FTA regulations and provides updated training to existing drivers.
3. Acts as a certified back-up to the Operations Manager in administering the Board of Commissioners approved L.E.T.S. Drug and Alcohol policy to assure compliance with the DOT/FTA Drug and Alcohol Program. Failure to comply with federal drug and alcohol regulations could result in the loss of federal funding.
4. Responsible for the daily routines pertaining to servicing all County-owned vehicles except for EMS ambulances and the Drain Commissioner's equipment. Coordinates and schedules all vehicle service at dealerships, vendors, and suppliers for vehicle services and rental requests, and keeps records on each vehicle. Implements the inventory, fixed assets, and work order modules for L.E.T.S. and Motor Pool in the Munis system.

5. Maintains records of maintenance schedules for County vehicles to include proper, efficient, and on-time scheduling of preventative maintenance and other repairs, and maintaining in-stock inventory of parts and supplies in Munis.
6. Oversees maintenance regimen for L.E.T.S. federally-funded vehicles and facilities per FTA regulations, including maintenance of ADA accessibility features. Failure to keep federally-funded vehicles and facilities in good operating order could result in the loss of federal funding.
7. Processes all invoices for L.E.T.S. and Motor Pool including those received for services and goods. Records vehicle repair and maintenance transactions to create a service history on each vehicle. Prepares and verifies all work and that pricing complies with vendor contracts prior to entering accounts payable invoices in Munis.
8. Supervises and assigns tasks to LETS/Motor Pool Administrative Aide related to the above functions, including validating driver logs, counting cash from fare box returns, preparing bank deposits, and entering accounts payable invoices.
9. Arranges for auction sale of County vehicles turned in to the Motor Pool, including decommissioned Sheriff's vehicles. Has decals removed, and detailing of vehicles to maximize return on sale. Also takes photos and writes auction notices for publication on the Internet. Handles title transfer documents and collects monies from purchasers. Meets with purchasers to assure vehicle is properly removed from site and to ensure that monies and paperwork are correct.
10. Processes accident reports and ensures that damaged vehicles have an estimate completed. Discusses anticipated repair charges with the Director and departmental managers to determine if the vehicle should be repaired or sold. Also ensures that necessary paperwork, police accident reports, estimates and invoices are completed and transmits the insurance information to the Purchasing Department following MMRMA policies.
11. Answers phone calls pertaining to problems encountered by assigned drivers. This includes getting wreckers when breakdowns occur and finding a loaner for a department when necessary.
12. Assists the Director and Deputy Director with administrative duties as assigned. Assists department dispatch in handling calls, scheduling rides, and assigning buses to routes. Transports County vehicles to vendors.
13. Produces monthly charge-back invoices to departments using Motor Pool services. Matches fuel bills to outside vendor billings and calculates tax credits for those fueling services which do not remove taxes in their bill. Performs Motor Pool functions regarding driving records by adding, deleting, or verifying driving records with the Secretary of State per motor pool guidelines.

14. Creates and maintains financial documents for the Treasurer's office.
15. Inspects new vehicles including preparing all Federal Transit Administration and Michigan Department of Transportation documents related to pre-delivery to ensure specifications and proper safety requirements. Maintains all Federal Transit Administration and Michigan Department of Transportation vehicles per mandated safety guidelines, regulations, and requirements.
16. Responsible for maintaining and ordering office supplies for the department.
17. Serves as the main contact for the department's cell phone account, ordering diesel and propane fuel for buses, the County fuel credit card program, and coordinates and schedules hours for community service workers.
18. Performs other duties as directed.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- High school diploma or GED and three years of years of progressively more responsible experience in office administration. Associate's or Bachelor's Degree in Business Management preferred.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Michigan Commercial Driver's License - Class C with passenger endorsement.
- Working knowledge of fleet inventories with a variety of vehicle classes and elated administrative requirements.
- Considerable knowledge of scheduling and maintaining vehicle service schedules, preparing and maintaining detailed and accurate records, general vehicle maintenance, processing invoices, calculating charge backs for County departments related to vehicle usage, preparing vehicles for auction including processing title paperwork, and ensuring vehicles comply with Federal Transit Administration and Michigan Department of Transportation guidelines, rules, and regulations.
- Skill in assembling and analyzing data and preparing accurate reports.
- Skill in effectively communicating ideas and concepts orally and in writing.

- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications, fleet management software and other software applications utilized by L.E.T.S.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents, and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms. The employee must lift or push/pull objects of up to 25 lbs. without assistance. Accommodation will be made, as needed, for office employees required to lift or move objects that exceed this weight.

The typical work environment of this job is a business office setting where the noise level is quiet and sometimes moderate.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Ballot Programming Fee – County Clerk

WHEREAS, the County Clerk provides election services, including ballot programming, to the city and townships within Livingston County; and

WHEREAS, the fee charged for election services may be amended by County Resolution; and

WHEREAS, the price currently charged for election services was established prior to implementation of the new election equipment in 2017 and was based on the best available information at that time; and

WHEREAS, after working with the new election equipment for some time and researching the fee charged by others, an increase in the fee charged for election services is warranted.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the Ballot Programming Fee of \$300 per ballot style effective December 1, 2019.

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MOVED:

SECONDED:

CARRIED:



ELIZABETH HUNDLEY LIVINGSTON COUNTY CLERK

County Clerk
200 E. Grand River Ave.
Howell, MI 48843
Phone: (517) 546-0500
countyclerk@livgov.com

Circuit Court Clerk
204 S. Highlander Way, Suite 4
Howell, MI 48843
Phone: (517) 546-9816
wclerks@livgov.com

TO: Livingston County Board of Commissioners

FROM: Elizabeth Hundley

RE: Resolution Authorizing the Ballot Programming Fee

DATE: August 29, 2019

The County Clerk has provided election services, including ballot programming, to city and township clerks since 2006. The County Clerk has always charged a fee for these services.

The Board of Commissioners approved the current fee on May 15, 2017. This was just prior to receiving the new election equipment and we based the fee on the best information available at the time. I am recommending a change in the fee since programming several elections and becoming more familiar with the process and equipment.

I am recommending a Ballot Programming Fee of \$300 per ballot style. My recommendation is based on consideration of the fee Hart InterCivic would charge for programming as well as what other counties are charging for this service.

As always, please reach out to me if you have questions. I can be reached at (517) 546-0500.

Thank you for your consideration.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

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

Resolution Authorizing an Agreement with Outfront Media, Inc. to Provide Billboard Lease Management Services for the West Complex Billboard Owned by Livingston County – Fiscal Services

WHEREAS, Livingston County owns a billboard along West Grand River Ave. near Highlander Way, in Howell, MI; and

WHEREAS, quotes were obtained and evaluated in accordance with the County's Procurement Policy and the recommendation is to award to Outfront Media, Inc.; and

WHEREAS, Outfront Media, Inc. will pay the County a commission rate of \$2,600 minimum guaranteed annually or 40% of the net ad revenue whichever is greater with a lease period of three (3) years term beginning September 1, 2019 to September 1, 2022 with up to two (2) additional one-year renewals for a total contract period not to exceed five (5) years.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an Agreement with Outfront Media, Inc. located at 405 Lexington Ave., New York, NY 10174 to provide billboard lease management services for the West Complex billboard owned by Livingston County for a commission rate payable to the County of \$2,600 minimum guaranteed annually or 40% of net ad revenue whichever is the greater for a three (3) year term commencing on September 1, 2019 to September 1, 2022 with options for two (2) 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 renewal options for Outfront Media, Inc. to provide billboard lease management services for the West Complex billboard owned by Livingston County as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
FACILITY SERVICES DEPARTMENT

420 S. Highlander Way, Howell, MI 48843
Phone (517) 546-6491 Fax (517) 546-7266

Memorandum

To: Livingston County Board of Commissioners
From: Chris Folts, Facility Services Director
Date: August 19, 2019
Re: Resolution Authorizing an Agreement with Outfront Media, Inc. to Provide Billboard Lease Management Services for the West Complex Billboard Owned by Livingston County – GENERAL GOVERNMENT/ FINANCE / BOARD

The County of Livingston owns a billboard along West Grand River Ave., near Highlander Way in Howell, MI. The current lease expired on August 31, 2019.

In compliance with the County Procurement Policy, quotes were obtained via the Fiscal Services Department, Procurement Division. As a result, (2) quotes were received in response to the request for quotes and were evaluated.

I am requesting the attached resolution be approved to award a contract to Outfront Media, Inc. to provide billboard lease management services at a rate payable to Livingston County in the amount of \$2,600 minimum guaranteed annually or 40% of net ad revenue whichever is greater for a three (3) year lease term commencing on September 1, 2019 to September 1, 2022 with options for up to two (2) additional one-year renewals for a total contract period not to exceed five (5) years.

Thank you for your consideration. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

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

Resolution Authorizing an Agreement with American Tower Corporation to Provide Cellular Tower Lease Assignment and Management Services – Fiscal Services

WHEREAS, the current Cell Tower lease agreement signed June 12, 1995 is set to expire on May 31, 2020; and

WHEREAS, Livingston County owns a cellular tower (Telecommunications Facility) located at 152 S. Highlander Way, Howell, MI 48843-1953; and

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

WHEREAS, American Tower Corporation was recommended for award to provide cellular tower lease assignment and management services per the proposed Lease Extension rates in RFP-LC-19-12, as summarized below; and

WHEREAS, American Tower Corporation will pay the County a one-time signing bonus of \$40,000, payable within 30 days of execution of the agreement; and

WHEREAS, American Tower Corporation will pay the County a commission rate of \$2,000 monthly, commencing with the first rental payment due following the execution of an agreement; and

WHEREAS, American Tower Corporation will pay the County an annual rent escalation of 3% per year commencing on June 1, 2021, or on the first annual anniversary of commencement of a new signed lease agreement, whichever comes first; and

WHEREAS, American Tower Corporation is to pay the County a 25% future tenant revenue share, applicable to all tenants to collocate at the Telecommunications Facility following full execution of an agreement; and

WHEREAS, American Tower Corporation with an initial lease period of five (5) years term beginning May 31, 2020 to June 1, 2025 with up to six (6) additional five-year renewals for a total contract period not to exceed thirty (30) years

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an Agreement with American Tower Corporation located at 10 Presidential Way, Woburn, MA 01801 to provide cellular tower lease assignment and management services for the Telecommunications Facility/cellular tower owned by Livingston County located at 152 S. Highlander Way, Howell, MI 48843-1953 per the proposed rates in RFP-LC-19-12, summarized above for a five (5) year term commencing on May 31, 2020 to June 1, 2025 with options for up to six (6) additional five- year renewals for a total contract period not to exceed thirty (30) 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 renewal options for American Tower Corporation to provide cellular tower lease assignment and management services for the Telecommunications Facility/cellular tower owned by Livingston County as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

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MOVED:
SECONDED:
CARRIED:



304 E. Grand River Ave., Suite 203, Howell, MI 48843
Phone (517) 540-8727 Fax (517) 546-7266

Memorandum

To: Livingston County Board of Commissioners
From: Cynthia Catanach, CPFO, Deputy County Administrator/Finance Officer
Date: July 31, 2019
Re: Resolution Authorizing an Agreement with American Tower Corporation to Provide Cellular Tower Lease Assignment and Management Services for 152 S. Highlander Way, Howell, MI 48843-1953 near the Livingston County Sheriff's Office – GENERAL GOVERNMENT/ FINANCE / BOARD

The County of Livingston owns a cellular communications tower located at 152 S. Highlander Way, Howell, MI 48843 near the Livingston County Sheriff's department. The current lease is set to expire on May 31, 2020. Based on the extended period necessary to potentially change vendors for this type of specialized service, the bid process was completed this year.

Per the County Procurement Policy, a competitive bid process was performed in which the bid was posted on the Michigan Inter-governmental Trade Network (MITN), the County website, and two companies were sent the solicitation directly. As a result, the solicitation reached a large group of qualified companies and even though only one (1) submission was received, the evaluation committee believes that the process created a system of free and open competition and should be considered valid.

Based on the recommendation of the EC and comparison of our current and proposed rates, I am requesting the attached resolution be approved to award a contract with American Tower Corporation to provide cellular tower lease assignment and management services for a five (5) year term commencing on May 31, 2020 to June 1, 2025 with options for up to six (6) additional five-year renewals for a total contract period not to exceed thirty (30) years.

Thank you for your consideration. If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution for Addendum to Computer Software and License Sales Agreement between Livingston County MI, Register of Deeds and Fidlar Technologies for a new Conversion Project – Register of Deeds

WHEREAS, previously the Register of Deeds has digitized books (Libers) 1 through 37 due to their fading and decomposition. The office also digitized all of our 464 photostat books (libers).

WHEREAS, the Register of deeds now wishes to scan, convert, enhance as well as name & group each of the respective pages within books (libers) 656-1035.

WHEREAS, the Media Conversion Contract dated July 23rd, 2019 is attached showing an Estimated Cost of \$98,539.31 for this project.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve to amend the agreement with Fidlar Technologies for a Media Conversion Project in the amount of \$98,539.31 to be fully funded from the Register of Deeds Automation Fund effective immediately upon execution of the contract and to be completed no later than 12.31.2019.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners and the Register of Deeds are hereby authorized to sign said amendment upon review and approval of Civil Counsel.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize a budget amendment in the amount of \$98,539.31 to come from the Register of Deeds Automation Fund balance.

BE IT FURTHER RESOLVED that the worksheet showing details of the above is available for review in the County Administration Finance office.

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**MOVED:
SECONDED:
CARRIED:**



Livingston County, MI

Media Conversion Contract

Raquel Posateri
Partner Relationship Manager
Office: (563) 345-1237
Mobile: (563) 343-9588
Email: raquelp@fidlar.com

Livingston County, MI

Statement of Work

16mm Rollfilm – Libers 656-1035
DRIVE SPACE REQUIRED 18.06GB



Livingston County, MI Media Conversion Contract

July 23rd, 2019

Livingston County Register of Deeds
Mr. Brandon Denby
200 E Grand River
Howell, MI 48843

Dear Brandon,

The following provides the details of your upcoming scanning contract.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidar image database.

Fidar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for the shipment of your film, scanning film, conversion, enhancement of the images, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Raquel Posateri
Partner Relationship Manager
Fidar Technologies
Office: 563-345-1237
Mobile: 563-343-9588
Email: raquelp@fidlar.com



Investment Summary: Fidlar Services Description

✓ **Scan & Capture**

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the books. During this phase, the following activities will occur: shipment of film, configuration of scanning equipment and computer peripherals, inventory, inspection, handling and scanning, and content inspection. The end result is a set of digitized images that will be enhanced and imported into your system.

✓ **Image Cropping, Border Removal, & Image Enhancements**

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through double inspection at 99.9% accuracy.

✓ **Grouping/Naming of Images**

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 99.9%. Fidlar will provide the county with Grouper. Grouper will offer the county the ability to manipulate images returned from their imaging project for cleanup purposes: moving, copying, splitting and deleting images.

Images that cannot be corrected using Grouper, will be done so at no additional cost to the county.

✓ **Project Resources Management & Import**

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID. The imported documents will also be made available for back indexing in AVID if desired.



Estimated Investment Summary: Professional Services Rendered

In exchange for products and services outlined in this Professional Services Contract, Livingston County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

- ✓ **Scan, Capture, & Image Processing** **\$87,556.11**
 - **Includes Scanning, Image Cropping, Border Removal, Image Enhancements & Grouping/Naming of Images**
- ✓ **Project Resource Management & Import** **\$10,983.20**

TOTAL INVESTMENT **\$98,539.31**

****Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.**

Billing Milestones

1. 25% due upon signing of this Professional Services Contract agreement.
[\\$ 24,634.83](#)
2. 50% due upon scanning completion.
[\\$ 49,269.65](#)
3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Recorder if the total investment exceeds the estimate.
[\\$ 24,634.83 \(**Estimated\)](#)

** Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.



Schedule "A" – Media Conversion Project

This Agreement is made this ___ day of _____, 2019, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and LIVINGSTON COUNTY, MI (the "CLIENT").

RECITALS

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



Livingston County, MI Media Conversion Contract

- 1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Livingston County Register of Deeds
Mr. Brandon Denby
200 E Grand River
Howell, MI 48843

ARTICLE II – SERVICES PERFORMED

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

ARTICLE III

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence),



Livingston County, MI Media Conversion Contract

strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.

3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.

a. Notice to FIDLAR: Fidlar Technologies, Inc.
 350 Research Parkway
 Davenport, IA 52806
 Attn: Ernest Riggen, President

b. Notice to CLIENT: Mr. Brandon Denby
 200 E Grand River
 Howell, MI 48843

3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.

3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Michigan.

3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.

3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.



Livingston County, MI Media Conversion Contract

- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



Livingston County, MI Media Conversion Contract

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTANCE AND AUTHORIZATION:

Livingston County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Livingston County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

ACCEPTED:

Mr. Brandon Denby
Livingston County, MI
200 E Grand River
Howell, MI 48843

Print_____

Signature_____

Title_____

Date_____

ACCEPTED:

Fidlar Technologies
350 Research Parkway
Davenport, IA 52806

Print_____

Signature_____

Title_____

Date_____

FIDLAR APPROVED:

BY: _____

DATED: _____, 2019



RESOLUTION

NO: 2016-08-130

LIVINGSTON COUNTY

DATE: August 8, 2016

RESOLUTION FOR ADDENDUM TO COMPUTER SYSTEM SOFTWARE AND LICENSE SALES AGREEMENT DATED 12/02/2010 BETWEEN LIVINGSTON COUNTY MI, REGISTER OF DEEDS & FIDLAR TECHNOLOGIES FOR PHASE II CONVERSION PROJECT / Register of Deeds/ General Government – Finance – Full Board

WHEREAS, the Register of Deeds is undertaking to have all of the records scanned and digitized with the Automation Fund to have them entered into the Fidlar AVID software so they are easily accessed and located to be reproduced by users; and

WHEREAS, the Register of Deeds had the first thirty seven books and the Grantor and Grantee index digitized last year due to their fading and decomposition over the years as Phase I of the conversion Project; and

WHEREAS, the Register of Deeds has all of the 464 Photostat books as the Phase II Project for this year to be digitized, enhanced, cropped, and reversed into black print on white background, so they will be the same as the other documents recorded, and easily searched for in the AVID computer software system and reproduced by users; and

WHEREAS, the addendum for this Phase II Digitizing Project to our Computer System Software and License Sales agreement has been attached showing the total cost of this project will be \$116,757.26; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves to amend the agreement with Fidlar Technologies for a Media Conversion Project in the amount of \$116,757.26 to be fully funded from the Register of Deeds Automation Fund; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners and the Register of Deeds are hereby authorized to sign said amendment upon review and approval of Civil Counsel.

BE IT FURTHER RESOLVED that the funding will include a budget amendment to transfer of funds in the amount of \$116,757.26 from the Register of Deeds Automation Fund into the Register of Deeds Automation Budget

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MOVED: Commissioner Dolan
SECONDED: Commissioner Griffith
CARRIED: 8-0-1; Roll call vote: Yes: Dolan, Childs, Lawrence, Green, Domas, VanHouten, Williams, Griffith; No: None; Absent: Parker.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Authorize Additional Office Renovations for the Historic Courthouse and a Supplemental Appropriation to the Fiscal-Year 2019 Budget- Register of Deeds

WHEREAS, the 2019-2024 Capital Improvement Plan included renovations to the Register of Deeds office space in the historic courthouse; and

WHEREAS, funds from the Capital Replacement Fund in the amount of \$60,000 were appropriated in the 2019 Authorized budget; and

WHEREAS, the Register of Deeds office will be relocated to the third and fourth floors of the historic courthouse to allow the Public Defender office to occupy the lower level of the historic courthouse; and

WHEREAS, in preparation for this move, quotes for office furniture, fire-proof records storage, and carpet installation have been received and the full move is estimated at a cost of \$95,000; and

WHEREAS, the increase in cost will require an additional appropriation of \$35,000 which is being requested from the Capital Replacement Fund 403 to complete the relocation of the Register of Deeds office.

THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes a supplemental appropriation to the Register of Deeds Fiscal-Year 2019 Budget as illustrated below for the relocation of the Register of Deeds office space:

ORG	Approved 2019 budget	Proposed amendment	Amended 2019 budget
10126800 - Register of Deeds	\$ 751,071	\$ 35,000	\$ 786,071

BE IT FURHTER RESOLVED that the Board of Commissioners authorizes the Treasurer to transfer an additional \$35,000 from Fund 403 Capital Replacement for the Register of Deeds office space renovation and authorizes the appropriate adjusting journal entries to effectuate the above.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

**Resolution Authorizing the Lease of 820 East Grand River, Howell, MI to Love INC
- Administration**

WHEREAS, the County has a building located at 820 East Grand River Ave, Howell, MI; and

WHEREAS, Love INC has leased said building for the past ten years pursuant to a lease with the County of Livingston dated September 28, 2009; and

WHEREAS, the lease dated September 28, 2009 is expiring and Love INC desires to continue to lease the building; and

WHEREAS, Love INC shall pay as rent the applicable utilities per month until the end of the applicable lease; and

WHEREAS, Love INC will maintain the building during its tenancy, including but not limited to, exterior maintenance, snow removal, mowing and lawn maintenance, interior maintenance and improvements for the period of five years with a five year extension option.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the lease of 820 East Grand River to Love INC.

BE IT FURTHER RESOLVED that the Board Chair be authorized to sign said lease agreement upon preparation of civil counsel.

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**MOVED:
SECONDED:
CARRIED:**