

FINANCE COMMITTEE AGENDA

December 18, 2019

7:30 AM

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

Pages

1. CALL MEETING TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

3

Meeting minutes dated: December 4, 2019

4. TABLED ITEMS FROM PREVIOUS MEETINGS

5. APPROVAL OF AGENDA

6. CALL TO THE PUBLIC

7. REPORTS

7.1 Preliminary 4th Quarter 2019 Update

Hilery DeHate, Acting Financial Officer

8. RESOLUTIONS FOR CONSIDERATION

8.1 Court Administration

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Resolution Authorizing an Agreement with Thomson Reuters to Provide Subscription Services for Print Legal Products

8.2 Juvenile Court

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Resolution Authorizing an Agreement with Spectrum Child and Family Services to Provide Parent Coach Services on behalf Department of Health and Human Services

8.3 Jail

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9.	ANNUAL REPORTS	
9.1	Veterans Services Department	
	Mary Durst, Department Director	
10.	CLOSED SESSION	
	Discuss Written Legal Opinion Pursuant to MCL 15.268(h)	
11.	CLAIMS	
	Miscellaneous Claims Dated: December 18, 2019	
12.	PREAUTHORIZED	
	Computer Print-out Dated: December 5 through December 18, 2019	
13.	CALL TO THE PUBLIC	
14.	ADJOURNMENT	

FINANCE COMMITTEE

MEETING MINUTES

December 4, 2019, 7:30 a.m.

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

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

1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner C. Griffith at 7:30 a.m.

2. ROLL CALL

Indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Meeting minutes dated: November 20, 2019

Motion to approve the minutes as presented.

Moved by: W. Green

Seconded by: D. Dolan

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

Motion Carried (9-0-0)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved by: G. Childs

Seconded by: D. Helzerman

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

Motion Carried (9-0-0)

6. CALL TO THE PUBLIC

None.

7. REPORTS

7.1 EMS Fund Analysis

Kari Blanchett, PFM Financial Advisors

Commissioner Griffith introduced Randy Bauer and Kari Blanchett, PFM Financial Advisors. Jenny Nash explained the purpose for this analysis being to find the cause and solution for the declining cash funds in EMS. Kari provided a summary presentation to Commissioners and Randy walked through the presentation.

Commissioner Parker exited and re-entered at 9:37 a.m.

Commissioner Parker exited at 7:45 a.m. and re-entered at 7:47 a.m.

Commissioner Lawrence exited at 8:00 a.m. and re-entered at 8:02 a.m.

Discussion between PFM Financial Advisors, Cindy Catanach, Acting Administrator, Jenny Nash, Treasurer, John Waters, EMS Acting Director, and Commissioners on the analysis and future plans to address and resolve the EMS Cash fund balance. A complete report will be forwarded to Commissioners.

8. RESOLUTIONS FOR CONSIDERATION

8.1 Treasurer / Administration

Resolution Approving Plan to Build EMS Fund Working Capital

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence

Seconded by: G. Childs

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

Motion Carried (9-0-0)

8.2 Administration

Resolution Authorizing an Additional Contribution to MERS

Recommend Motion to the Board of Commissioners.

Moved by: W. Green

Seconded by: R. Bezotte

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

Motion Carried (9-0-0)

8.3 Fiscal Services

Resolution Requesting Reallocation of Pension Assets

Recommend Motion to the Board of Commissioners.

Moved by: G. Childs

Seconded by: D. Helzerman

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

Motion Carried (9-0-0)

8.4 Fiscal Services

Resolution to Amend the County Employee Business Expense Policy for Livingston County

Recommend Motion to the Board of Commissioners.

Moved by: G. Childs

Seconded by: D. Helzerman

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

Motion Carried (9-0-0)

8.5 Health Department

Resolution Authorizing an Agreement with the Michigan Department of Environment, Great Lakes, and Energy to Conduct Environmental Health Services

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: D. Dolan

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

Motion Carried (9-0-0)

8.6 Health Department

Resolution Accepting 2020 Grant Funding from the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence

Seconded by: G. Childs

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

Motion Carried (9-0-0)

8.7 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into a Grant Agreement with the Michigan Department of Transportation to Fund the Acquisition of Snow Removal Equipment - High Speed Broom at the Livingston County Airport

Recommend Motion to the Board of Commissioners.

Moved by: D. Parker

Seconded by: D. Dolan

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

Motion Carried (9-0-0)

8.8 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into an Agreement for the Transfer of FY 2015 FAA Entitlement Funds to the County of Lenawee Airport

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence

Seconded by: D. Helzerman

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

Motion Carried (9-0-0)

8.9 Information Technology

Resolution Authorizing Issuance of Purchase Orders for Software Maintenance and Services Renewal for 2020

Recommend Motion to the Board of Commissioners.

Moved by: D. Dolan

Seconded by: R. Bezotte

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

Motion Carried (9-0-0)

8.10 Information Technology

Resolution Authorizing an Intergovernmental Agreement with the State of Michigan to Participate in the MiSAIL Project to Obtain Digital Aerial Imagery

Recommend Motion to the Board of Commissioners.

Moved by: G. Childs

Seconded by: D. Dolan

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

Motion Carried (9-0-0)

8.11 Juvenile Court

Resolution Authorizing the Livingston County Juvenile Court to Apply for the Michigan Department of Health and Human Services Child and Parent Legal Representation Grant

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: G. Childs

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

Motion Carried (9-0-0)

9. CLAIMS

Miscellaneous Claims Dated: December 4, 2019

Recommend Motion to the Board of Commissioners.

Moved by: W. Green

Seconded by: G. Childs

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

Motion Carried (9-0-0)

10. PREAUTHORIZED

Computer Print-out Dated: November 21 through December 4, 2019

Recommend Motion to the Board of Commissioners.

Moved by: K. Lawrence

Seconded by: D. Helzerman

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

Motion Carried (9-0-0)

11. CALL TO THE PUBLIC

Elizabeth Hundley, County Clerk, spoke regarding the report from PFM on EMS Fund Analysis.

12. ADJOURNMENT

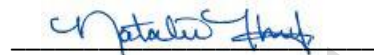
Motion to adjourn the meeting at 9:08 a.m.

Moved by: K. Lawrence

Seconded by: D. Helzerman

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

Motion Carried (9-0-0)



Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Thomson Reuters to Provide Subscription Services for Print Legal Products - Court Administration

WHEREAS, Livingston County has a need for subscription services for print legal products; and

WHEREAS, Livingston County's Agreement with Thomson Reuters for online legal research services no longer includes subscription services for print legal products; and

WHEREAS, the current contract will expire on December 31st, 2019; and,

WHEREAS, Thomson Reuters is a sole source vendor because they are the only source that provides Gillespie, a treatise on Michigan Criminal Law and Procedure; and

WHEREAS, Thomson Reuters of Eagan, MN, submitted a quote that will provide the subscription services for print legal products at the rate of \$627.64 per month for the period of January 1st, 2020 through December 31st, 2020, with a 5% increase each year for two additional years; and

WHEREAS, funding for same is available through the Court Central Services Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with Thomson Reuters for subscription services for print legal products at the rate of \$627.64 for the period of January 1st, 2020 through December 31st, 2020, together with a 5% increase each year for two additional years.

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

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
TRIAL COURTS

204 S. Highlander Way, Howell, MI 48843
Phone 517.540.7814 Fax 517.546.0048
Email rsacharski@livgov.com

MEMORANDUM

To: Livingston County Board of Commissioners

From: Roberta Sacharski, Trial Court Administrator

Date: December 11th, 2019

RE: Resolution Authorizing an Agreement with Thomson Reuters to Provide Subscription Services for Print Legal Products

For many years, the Livingston County Courts have maintained a contract with Thomson Reuters (previously Thompson West) to provide online legal research and subscription services for print legal products. Thomson Reuters now contracts separately for each service. Resolution 2019-11-165 approved the agreement for online legal research services through Thomson Reuters.

The new agreement will include multiple copies of the following print legal products:

- Michigan Family Laws and Rules;
- Michigan Nonstandard Criminal and Civil Jury Instructions;
- Gillespie Michigan Criminal Law and Procedure: Practice Deskbook;
- Michigan Rules of Court – State;
- Michigan Rules of Court – Federal;
- Michigan Sentencing Guidelines Manual;
- Michigan Criminal Laws and Rules;
- West's Michigan Compiled Laws, Compact Edition.

Thank you for your time and attention to this important matter. Should you have any questions, please feel free to reach out to me directly.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Spectrum Child and Family Services to Provide Parent Coach Services on behalf Department of Health and Human Services

WHEREAS, Livingston County has a need for Parent Coach Services; and

WHEREAS, the current contract has expired; and,

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

WHEREAS, Spectrum Child and Family Services of Westland, MI, submitted a proposal that will provide the Parent Coach Services on an as-needed basis at the negotiated rate not to exceed \$90,000 per year for the period of January 1, 2020 through January 1, 2023, with (2) additional one-year renewals; and

WHEREAS, funding for parent coach services for the Department of Health and Human Services were budgeted and approved as part of the 2019-2020 Child Care Fund.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with Spectrum Child and Family Services for Parent Coach Services on an as-needed basis not to exceed \$90,000 per year for the period of January 1, 2020 through January 1, 2023 together with an option for two (2) one-year renewal for services described above.

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

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Canteen Services, Inc. to Provide Inmate Food Services – Jail

WHEREAS, there is an on-going need to provide meals for inmates housed in the Livingston County Jail; and

WHEREAS, the current contract is set to expire on January 14, 2020; and

WHEREAS, in accordance with the County’s Procurement Policy, a formal bid process was performed; submitted proposals were evaluated; and the Evaluation Committee recommends an award to the highest ranked proposal; and

WHEREAS, Canteen Services, Inc. submitted a proposal to provide Inmate Food Services per the scope of services described in RFP-LC-19-19 and per the negotiated rates and menus detailed in ‘Livingston County-Menu Option 5 Revised 12-12-2019.pdf’ for a three (3) year initial term with an option to extend for an additional two-year term for a contract period not to exceed five (5) years; and

WHEREAS, Canteen Services, Inc. has agreed to extend Livingston County’s contract within the constraints of its franchise agreement and territory to the Michigan Association of Counties CoPro+ program as a statewide cooperative agreement that will extend the contracted services to other government municipalities and school districts in Michigan; and

WHEREAS, funding for same has been allocated and approved in the 2020 Operating Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Canteen Services, Inc. located at 905 N. Church St., Tekonsha, MI 49092 to provide inmate food services for Livingston County per the scope of services described in RFP-LC-19-19 and per the negotiated rates and menus detailed in ‘Livingston County-Menu Option 5 Revised 12-12-2019.pdf’ for a three (3) year initial term commencing on January 14, 2020 with an option to extend for an additional (2) two year term 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.

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MOVED:
SECONDED:
CARRIED:

RFP-LC-19-19: Evaluation Matrix

RFP-LC-19-19: Evaluation Matrix	Maximum Points	Canteen Services Corrections
Evaluation Factors for Statement of Work	120	133
Company Profile (Section 2.1)	15	19
References (Section 2.2)	45	47
Pricing - Attachment A	120	76
Total Points	300	275



OPTION FIVE 4-WEEK MENU WITH COLD BREAKFAST REVISED - WEEK 1

	Breakfast	Lunch	Dinner
Sunday	T Ham (2 oz.) Cheese (1 oz.) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Chili Con Carne w/Meat and Beans (1 cup) Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Meatloaf Patty (3 oz.) Mashed Potatoes (3/4 cup) Gravy (2 oz.) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Popcorn Chicken (6 oz) Oven Browned Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Hot Dogs (2 each) Baked Beans (1 cup) Bread (2 slices) Ketchup (1) Mustard (1) Corn (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp.) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Pizza Casserole: Penne Pasta (3/4 cup) Meat Sauce (1 cup) White Cheese (1 slice) Tossed Salad (1/2 cup) w/ Dressing (1 oz) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Hamburger (3oz.) Bread (2 slices) Ketchup (1 each) Oven Brown Potatoes (1 cup) Green Beans (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)
Wednesday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Nacho Chips (10 each) Taco Meat (1/2 cup) Pinto Beans (3/4 cup) Lettuce (1/2 cup) Cheese Sauce (2oz.) Taco Sauce pkt (1) Cookie (1 each) Fortified Drink (1 cup)	Biscuit Gravy w/Meat (3/4 cup) Biscuit (1/54 th) Oven Potatoes (1 cup) Sweetened Oatmeal (1 cup) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Chicken Wrap: Flour Tortilla (1-6 inch) Chicken (2 oz.) Lettuce (1/2 cup) Cheese (1 slice) Mustard (1) Bean Soup (1 cup) Cookie (1 each) Fortified Drink (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Spaghetti (3/4 cup) Meat Sauce (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Soft Tacos: Tortillas (2-6 in) Lettuce (1/2 cup) Taco Meat (1/2 cup) Cheese Sauce (1/4 cup) Rice (1 cup) & Corn (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)
Saturday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Sloppy Joe (1/2 cup) Oven Browned Potatoes (1 cup) Bread (2 slices) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (¾ cup) Peas (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)

*Items designated in ounces (oz.) are by weight; cups are by volume. *All items listed are as served or cooked weight.

*All menu items are pork-free. *Menu is based on 2800+ calorie daily diet.

*ANY MENU CHANGES MUST BE APPROVED BY KITCHEN SUPERVISOR AND JAIL ADMINISTRATOR *ALL CHANGES MUST BE DOCUMENTED



OPTION FIVE 4-WEEK MENU WITH COLD BREAKFAST REVISED - WEEK 2

	Breakfast	Lunch	Dinner
Sunday	T Ham (2 oz.) Cheese (1 oz.) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Goulash w/Meat (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Chicken Patty (3 oz.) Oven Browned Potatoes (1 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2ea) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Salisbury Steak (3 oz.) Mashed Potato (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Beef/Bean Burrito (1) Beans (1 cup) Rice (3/4 cup) Corn (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp.) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Pizza w/Turkey Pepperoni (1 slice) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Pretzels (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)	Spanish Rice w/Meat (1 ¼ cup) Corn (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Wednesday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Beef Pot Pie (1 cup) Oven Potatoes (3/4 cup) Biscuit (1/54 th) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Popcorn Chicken (3/4 cup) Penne Pasta (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Country Fried Chicken (3 oz.) w/Country Gravy (1/4 oz.) Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Swedish Meatballs (6) Penne Pasta (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Hamburger (3 oz.) Bread (2 slices) Ketchup (1 each) Oven Brown Potatoes (1 cup) Tossed Salad (1 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Pancakes (3 each) w/Syrup (1/4 cup) Sweetened Oatmeal (1 cup) Scrambled Eggs (3 oz.) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Popcorn Chicken (3/4 cup) BBQ Sauce (2 oz.) Buttered Pasta (1 cup) Mixed Vegetables (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)

*Items designated in ounces (oz.) are by weight; cups are by volume. *All items listed are as served or cooked weight.

*All menu items are pork-free. *Menu is based on 2800 + calorie daily diet.

*ANY MENU CHANGES MUST BE APPROVED BY KITCHEN SUPERVISOR AND JAIL ADMINISTRATOR *ALL CHANGES MUST BE DOCUMENTED



OPTION FIVE 4-WEEK MENU WITH COLD BREAKFAST REVISED- WEEK 3

	Breakfast	Lunch	Dinner
Sunday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Popcorn Chicken (3/4 cup) Mashed Potatoes (3/4 cup) Gravy (1/4 cup) Corn (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Beef Wrap: Flour Tortilla (1-6 inch) Beef Ends (2 oz.) Cheese (1 slice) Lettuce (1/2 cup) Mustard (1 each) Bean Soup (1 cup) Cookie (1 each) Fortified Drink (1 cup)	Meatloaf (3 oz) Mashed Potatoes (3/4 cup) Gravy (1/4 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Nacho Chips (10 each) Taco Meat (1/2 cup) Lettuce (1/2 cup) Cheese Sauce (1/4 cup) Taco Sauce Pkt (1) Cookie (1 each) Fortified Drink (1 cup)	Pizza Casserole: Penne Pasta (3/4 cup) Meat Sauce (1 cup) White Cheese (1 slice) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Wednesday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Sloppy Joe (1/2 cup) Oven Brown Potatoes (1 cup) Bread (2 slices) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Chili Mac w/Meat (1 ¼ cup) Mixed Vegetable (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Hot Dogs (2 each) Baked Beans (1 cup) Bread (2 slices) Ketchup (1) Mustard (1) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Cookie (1 each) Fortified Drink (1 cup)	Spaghetti (3/4 cup) Meat Sauce (1 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	BBQ Meatballs (6) w/Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Biscuit Gravy w/Meat (¾ cup) Biscuit (1/54 th) Oven Brown Potatoes (1 cup) Sweetened Oatmeal (1 cup) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Fried Oriental Rice w/Chicken, Veggies, Eggs (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (1 cup) Peas (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)

*Items designated in ounces (oz.) are by weight; cups are by volume. *All items listed are as served or cooked weight.

*All menu items are pork-free. *Menu is based on 2800 + calorie daily diet.

*ANY MENU CHANGES MUST BE APPROVED BY KITCHEN SUPERVISOR AND JAIL ADMINISTRATOR *ALL CHANGES MUST BE DOCUMENTED



OPTION FIVE 4-WEEK MENU WITH COLD BREAKFAST REVISED - WEEK 4

	Breakfast	Lunch	Dinner
Sunday	T Ham Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Goulash w/Meat (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Chicken Tetrzzini (1 cup) Spaghetti (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Pizza w/Turkey Pepperoni (1 slice) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Pretzels (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)	Spanish Rice w/Meat (1 ¼ cup) Corn (1/2 cup) Biscuit 1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Beef/Bean Burrito (1) Beans (1 cup) Rice (3/4 cup) Corn (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)	Hamburger (3 oz.) Bread (2 slices) Ketchup (1 each) Oven Brown Potatoes (1 cup) Carrots (1/2 cup) Fortified Drink (1 cup)
Wednesday	T. Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Soft Tacos: Tortillas (2 each) Taco Meat (1/2 cup) Lettuce (1/2 cup) Cheese Sauce (1/4 cup) Taco Sauce Pkt. (1 each) Rice (1 cup) Beans (1/2 cup) Cookie (1 each) Fortified Drink (1 cup)	Macaroni and Cheese w/Beef Ends (1 ¼ cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Chicken Patty (3 oz.) Buttered Pasta (3/4 cup) Gravy (1/4 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Country Fried Chicken (3 oz.) w/Country Gravy (1/4 cup) Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Pancakes (3 each) w/Syrup (1/4 cup) Sweetened Oatmeal (1 cup) Scrambled Eggs (3 oz.) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) Biscuit (1/54 th) Cereal (1 cup) Coffee Cake (1/54 th) Milk (1 cup)	Salisbury Steak (3 oz.) Mashed Potatoes (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)	Beef Pot Pie (1 cup) Oven Brown Potatoes (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)

*Items designated in ounces (oz.) are by weight; cups are by volume. *All items listed are as served or cooked weight.

*All menu items are pork-free. *Menu is based on 2800 + calorie daily diet

*ANY MENU CHANGES MUST BE APPROVED BY KITCHEN SUPERVISOR AND JAIL ADMINISTRATOR *ALL CHANGES MUST BE DOCUMENTED



Pricing Page

Canteen Services is confirming the below pre meal pricing for Livingston County Menu Option 5

Menu Option 5 – Cold Breakfast

Inmate Population	Per Meal Price
0-250	\$1.185
251-299	\$1.145
300 and above	\$1.105
Snack Price	\$1.25

All Per Meal Pricing is based on Livingston County providing inmate kitchen workers

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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

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

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

- Increase/decreases in departmental expenditures to correspond to actual activity
 - Increase in Central Court Services for imaging software expansion
 - Increase in Administration for EMS forensic audit & financial analysis
 - Increase in Elections for ballot supplies
 - Increase in auto leasing and fuel for various departments
 - Increase in Sheriff overtime, offset by reduced IT and ammunition purchases
 - Increase in Jail for offsite inmate medical and commission expense
 - Increase in the General Fund Appropriation for Public Defender required local match
 - Net-zero transfer for various General Fund departments for personnel costs related to retirement payouts and vacancy savings
 - Net-zero transfer for various General Fund departments and other funds for increased utility expense
- Increased expenditures for Concealed Pistol Licensing offset by charges for services revenue
- A net-zero transfer for Information Technology for personnel costs, travel and membership dues
- A net-zero transfer for Sheriff Federal JAG grant from operating to capital equipment
- A net-zero transfer for Sheriff Marine for increased personnel costs
- A net-zero transfer for Public Defender from contracted services to operating equipment

WHEREAS, the proposed amendment increases the transfer in of Capital Improvement funds to the General Fund for Central Court Services' imaging software in the amount of \$23,605; and

WHEREAS, the proposed amendment adjusts General Fund revenue to anticipated collection levels for:

- Increase for Local Community Stabilization in the amount of \$226,000 for GF Revenue/Taxes
- Increase in interest revenue in the amount of \$100,000 for GF Revenue/Taxes
- Increase in federal inmate housing and transportation in the amount of \$233,000 for the Jail
- Increase for Charges for Services in the amount of \$10,150 for County Clerk
- Increase for Court costs & fees and bonds & forfeitures in the amount of \$36,725 for Circuit Court Clerk
- Increase for programming and reimbursements in the amount of \$18,000 for Elections

WHEREAS, resolution 2019-10-164 authorized a budget amendment due to decreased expenditures in the amount of \$300,000 in the Child Care Fund to correct the amount needed for intensive services. However, the resolution did not provide authorization for the Treasurer to transfer funds from the Child Care Fund back to the General Fund, so there is a need to seek approval to effectuate the transfer.

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

FUND	Approved 2019 budget	Proposed amendment	Amended 2019 budget
101 - General Fund	\$ 50,314,636	\$ (249,204)	\$ 50,065,432
239 - Sheriff Secondary Road Patrol	\$ 272,170	\$ 550	\$ 272,720
268 - Concealed Pistol Licensing	\$ 73,070	\$ 6,000	\$ 79,070
588 - LETS	\$ 5,260,574	\$ 14,052	\$ 5,274,626
661 - Car Pool	\$ 1,980,313	\$ 50,000	\$ 2,030,313

BE IT FURTHER RESOLVED that the worksheet showing details of the above is available for review in the Fiscal Services office.

BE IT FURTHER RESOLVED that the Treasurer be authorized to transfer \$23,605 from F403 Capital Improvement to the General Fund for the increased costs of Court Central Services' imaging software.

BE IT FURTHER RESOLVED that the Treasurer be authorized to transfer \$300,000 from F292 Child Care to the General Fund for reduction of intensive services expense.

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#

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MOVED:
SECONDED:
CARRIED:

EXPENDITURES			
	2019 Amended		Proposed Amended
10100001 GF TAXES			
10110100 GF BOARD OF COMMISSIO	\$ 584,741	\$ 3,500	\$ 588,241
10113100 GF CIRCUIT COURT	\$ 1,044,594	\$ -	\$ 1,044,594
10113600 GF DISTRICT COURT	\$ 2,453,890	\$ -	\$ 2,453,890
10114800 GF PROBATE COURT	\$ 757,881	\$ -	\$ 757,881
10114900 GF JUVENILE COURT	\$ 789,451	\$ -	\$ 789,451
10115000 GF GUARDIANSHIP	\$ 7,712	\$ -	\$ 7,712
10115100 GF PROBATION	\$ 78,936	\$ 500	\$ 79,436
10116700 GF APPELLATE COURT	\$ 48,000	\$ -	\$ 48,000
10116800 GF CENTRAL SERVICE JUDICIAL	\$ 2,432,196	\$ -	\$ 2,432,196
10117200 GF COUNTY ADMINISTRAT	\$ 346,151	\$ 25,650	\$ 371,801
10119200 GF ERP PROJECT	\$ 8,750	\$ -	\$ 8,750
10121200 FISCAL SERVICES	\$ 468,276	\$ -	\$ 468,276
10121500 GF COUNTY CLERK	\$ 440,478	\$ (2,500)	\$ 437,978
10121599 GF COUNTY CLERK CIRCU	\$ 863,793	\$ -	\$ 863,793
10122300 GF INTERNAL / EXTERNA	\$ 113,070	\$ -	\$ 113,070
10124800 GF TAX ALLOCATION BOA	\$ 1,255	\$ -	\$ 1,255
10124900 GF PLAT BOARD	\$ 331	\$ -	\$ 331
10125300 GF COUNTY TREASURER	\$ 1,047,069	\$ -	\$ 1,047,069
10125700 GF EQUALIZATION	\$ 534,152	\$ (19,550)	\$ 514,602
10126100 GF COOPERATIVE EXTENS	\$ 242,147	\$ -	\$ 242,147
10126200 GF ELECTIONS	\$ 185,468	\$ 2,500	\$ 187,968
10126500 GF FACILITIES SERVICE	\$ 224,356	\$ 2,050	\$ 226,406
10126700 GF PROSECUTING ATTORN	\$ 2,364,288	\$ 1,500	\$ 2,365,788
10126717 GF PROS. ATTY FAMILY	\$ 105,306	\$ -	\$ 105,306
10126800 GF REGISTER OF DEEDS	\$ 786,526	\$ 18,000	\$ 804,526
10126900 GF CIVIL COUNSEL	\$ 186,012	\$ -	\$ 186,012
10127000 GF HUMAN RESOURCES	\$ 686,643	\$ 10,700	\$ 697,343
10127500 GF DRAIN COMMISSIONER	\$ 2,552,706	\$ 450	\$ 2,553,156
10130100 GF SHERIFF	\$ 8,510,061	\$ (5,901)	\$ 8,504,160
10130106 GF SHERIFF - TRAFFIC	\$ 193,850	\$ 550	\$ 194,400
10130143 GF SHERIFF - ANIMAL CNTRL	\$ 189,723	\$ 238	\$ 189,961
10130500 GF COURT SECURITY	\$ 281,033	\$ -	\$ 281,033
10135100 GF JAIL	\$ 10,912,953	\$ (6,287)	\$ 10,906,666
10142600 GF EMERGENCY MNGMT	\$ 146,575	\$ -	\$ 146,575
10143000 GF ANIMAL SERVICES	\$ 608,014	\$ (20,950)	\$ 587,064
10144100 GF DEPT OF PUBL WORKS	\$ 209,707	\$ -	\$ 209,707
10144500 GF - DRAINS PUBLIC BE	\$ 512,538	\$ -	\$ 512,538
10160500 GF CONTAGIOUS DISEASE	\$ 4,091	\$ -	\$ 4,091
10164800 GF MEDICAL EXAMINER	\$ 437,686	\$ 25,214	\$ 462,900
10164900 GF MENTAL HEALTH	\$ 600,470	\$ -	\$ 600,470
10167200 GF AGENCY ON AGING	\$ 155,326	\$ -	\$ 155,326
10172100 GF PLANNING	\$ 414,736	\$ 550	\$ 415,286
10172800 GF ECONOMIC DEVELOPME	\$ 175,000	\$ -	\$ 175,000
10174700 GF COMMUNITY ACTION P	\$ 592,080	\$ -	\$ 592,080
10185100 GF INSURANCE POLICIES	\$ 950,000	\$ -	\$ 950,000
10187000 GF UNEMPLOYMENT INSUR	\$ 25,000	\$ (25,000)	\$ -
10189900 GF CHARGEBACKS	\$ 500	\$ -	\$ 500
10196600 GF APPROPRIATIONS	\$ 973,000	\$ -	\$ 973,000
10196610 GF APPROPRIATIONS - Court	\$ 2,575,214	\$ -	\$ 2,575,214
10196631 GF APPROPRIATIONS - Other	\$ 912,648	\$ 4,041	\$ 916,689
10196650 GF APPROPRIATIONS - HHS	\$ 1,114,675	\$ -	\$ 1,114,675
10196800 GF CONTINGENCIES	\$ 465,578	\$ (264,459)	\$ 201,119
General Fund Total	\$ 50,314,636	\$ (249,204)	\$ 50,065,432

REVENUES			
	2019 Amended		Proposed Amended
\$ (37,027,808)	\$ (326,000)	\$ (37,353,808)	
\$ -	\$ -	\$ -	
\$ (168,590)	\$ -	\$ (168,590)	
\$ (2,860,048)	\$ -	\$ (2,860,048)	
\$ (212,664)	\$ -	\$ (212,664)	
\$ (221,726)	\$ -	\$ (221,726)	
\$ (12,703)	\$ -	\$ (12,703)	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ (636,365)	\$ (23,605)	\$ (659,970)	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ (3,325)	\$ -	\$ (3,325)	
\$ (131,750)	\$ (10,150)	\$ (141,900)	
\$ (430,600)	\$ (36,725)	\$ (467,325)	
\$ (5,290)	\$ -	\$ (5,290)	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ (89,997)	\$ -	\$ (89,997)	
\$ (35,000)	\$ -	\$ (35,000)	
\$ -	\$ -	\$ -	
\$ (15,825)	\$ (18,000)	\$ (33,825)	
\$ (294,295)	\$ -	\$ (294,295)	
\$ (5,377)	\$ -	\$ (5,377)	
\$ -	\$ -	\$ -	
\$ (2,389,525)	\$ -	\$ (2,389,525)	
\$ -	\$ -	\$ -	
\$ -	\$ (2,038)	\$ (2,038)	
\$ (1,417,125)	\$ -	\$ (1,417,125)	
\$ (506,560)	\$ -	\$ (506,560)	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ (2,455,515)	\$ (233,000)	\$ (2,688,515)	
\$ (34,019)	\$ -	\$ (34,019)	
\$ (180,000)	\$ -	\$ (180,000)	
\$ (27,900)	\$ -	\$ (27,900)	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ (7,500)	\$ -	\$ (7,500)	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ (246,407)	\$ -	\$ (246,407)	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	
\$ (49,415,914)	\$ (649,518)	\$ (50,065,432)	

EXPENDITURES					
2019 Amended				Proposed Amended	
Special Revenue Funds					
21065100	EMS	\$	10,615,493	\$	- \$ 10,615,493
21414100	FOC Family Counseling	\$	14,000	\$	- \$ 14,000
21514100	FOC	\$	2,747,719	\$	- \$ 2,747,719
22160100	Health	\$	4,158,886	\$	- \$ 4,158,886
23030100	Sheriff Donation Fund	\$	7,701	\$	- \$ 7,701
23143000	Animal Shelter Donations	\$	73,218	\$	- \$ 73,218
23816800	Courts FED Grants	\$	429,805	\$	- \$ 429,805
23826717	Family Support	\$	314,768	\$	- \$ 314,768
23830100	Sheriff - Federal Grants	\$	324,653	\$	- \$ 324,653
23833100	Sheriff Marine Safety	\$	6,600	\$	- \$ 6,600
23842600	FED Emergency Mngmnt	\$	279,527	\$	- \$ 279,527
23872100	Planning Federal Grants	\$	250,278	\$	- \$ 250,278
23916800	Courts STATE Grants	\$	827,427	\$	- \$ 827,427
23926718	Crime Victims Rights	\$	167,553	\$	- \$ 167,553
23930100	Sheriff State Grants	\$	12,000	\$	- \$ 12,000
23930106	Sheriff Traffic Secondary Road	\$	272,170	\$	550 \$ 272,720
23943000	Animal Shelter State Grants	\$	25,000	\$	- \$ 25,000
23944100	DPW State Grants	\$	6,000	\$	- \$ 6,000
24469000	CDBG Grant	\$	133,557	\$	- \$ 133,557
24527800	ROD Survey & Remon	\$	166,192	\$	- \$ 166,192
25522300	Princ Res Exemption	\$	4,323	\$	- \$ 4,323
25626801	ROD Automation	\$	293,319	\$	- \$ 293,319
26017200	Indigent Defense	\$	1,390,733	\$	- \$ 1,390,733
26132500	911 Central Dispatch	\$	8,237,573	\$	- \$ 8,237,573
26132525	911 Enhanced	\$	409,750	\$	- \$ 409,750
26132526	911 Training	\$	26,646	\$	- \$ 26,646
26335100	Sheriff CO Training	\$	20,000	\$	- \$ 20,000
26530100	Drug Law Enforcement	\$	4,500	\$	- \$ 4,500
26630100	DEA Equitable Sharing	\$	35,000	\$	- \$ 35,000
26821500	Concealed Pistol Licensing	\$	73,070	\$	6,000 \$ 79,070
26914500	Law Library	\$	1,000	\$	- \$ 1,000
27536200	Community Corrections	\$	20,380	\$	- \$ 20,380
27830100	Sheriff Victim Svcs Unit	\$	1,075	\$	- \$ 1,075
29067000	Social Welfare	\$	9,000	\$	- \$ 9,000
29266200	Child Care Juvenile	\$	2,369,346	\$	- \$ 2,369,346
29266300	Child Care Social Services	\$	1,080,000	\$	- \$ 1,080,000
29568900	Veteran Services	\$	1,123,912	\$	- \$ 1,123,912
29630100	Criminal Forfeiture	\$	3,500	\$	- \$ 3,500
Enterprise Funds					
54237100	Building & Safety	\$	3,180,521	\$	- \$ 3,180,521
5780275	Septic Receiving	\$	1,290,989	\$	- \$ 1,290,989
58105400	Airport	\$	1,483,322	\$	- \$ 1,483,322
58853800	LETS	\$	5,260,574	\$	14,052 \$ 5,274,626
59535100	Jail Commissary	\$	173,069	\$	- \$ 173,069
Internal Service Funds					
63126500	Facility Services	\$	3,207,847	\$	- \$ 3,207,847
63622800	Information Technology	\$	4,447,192	\$	- \$ 4,447,192
66126300	Car Pool	\$	1,980,313	\$	50,000 \$ 2,030,313
67785200	Benefit Fund	\$	10,932,500	\$	- \$ 10,932,500

REVENUES					
2019 Amended				Proposed Amended	
\$	(10,802,470)	\$	-	\$	(10,802,470)
\$	(14,000)	\$	-	\$	(14,000)
\$	(2,503,393)	\$	-	\$	(2,503,393)
\$	(3,903,140)	\$	-	\$	(3,903,140)
\$	(7,701)	\$	-	\$	(7,701)
\$	(73,218)	\$	-	\$	(73,218)
\$	(354,991)	\$	-	\$	(354,991)
\$	(312,774)	\$	-	\$	(312,774)
\$	(324,653)	\$	-	\$	(324,653)
\$	(6,600)	\$	-	\$	(6,600)
\$	(279,527)	\$	-	\$	(279,527)
\$	(133,478)	\$	-	\$	(133,478)
\$	(827,427)	\$	-	\$	(827,427)
\$	(167,421)	\$	-	\$	(167,421)
\$	(12,000)	\$	-	\$	(12,000)
\$	(289,815)	\$	-	\$	(289,815)
\$	(25,000)	\$	-	\$	(25,000)
\$	(6,000)	\$	-	\$	(6,000)
\$	(32,740)	\$	-	\$	(32,740)
\$	(65,000)	\$	-	\$	(65,000)
\$	(6,200)	\$	-	\$	(6,200)
\$	(203,293)	\$	-	\$	(203,293)
\$	(1,382,091)	\$	-	\$	(1,382,091)
\$	(4,223,500)	\$	-	\$	(4,223,500)
\$	(372,250)	\$	-	\$	(372,250)
\$	(26,646)	\$	-	\$	(26,646)
\$	(23,000)	\$	-	\$	(23,000)
\$	(2,000)	\$	-	\$	(2,000)
\$	(3,025)	\$	-	\$	(3,025)
\$	(105,900)	\$	(26,775)	\$	(132,675)
\$	-	\$	-	\$	-
\$	(20,380)	\$	-	\$	(20,380)
\$	(1,500)	\$	-	\$	(1,500)
\$	(9,000)	\$	-	\$	(9,000)
\$	(2,714,346)	\$	-	\$	(2,714,346)
\$	(1,080,000)	\$	-	\$	(1,080,000)
\$	(1,000,606)	\$	-	\$	(1,000,606)
\$	-	\$	-	\$	-
\$	(2,376,090)	\$	-	\$	(2,376,090)
\$	(1,869,757)	\$	-	\$	(1,869,757)
\$	(1,490,992)	\$	-	\$	(1,490,992)
\$	(4,602,524)	\$	(14,052)	\$	(4,616,576)
\$	(142,140)	\$	-	\$	(142,140)
\$	(3,331,948)	\$	-	\$	(3,331,948)
\$	(3,781,111)	\$	-	\$	(3,781,111)
\$	(1,698,482)	\$	(49,623)	\$	(1,748,105)
\$	(10,985,603)	\$	-	\$	(10,985,603)

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Amend the Livingston County Procurement Policy – Fiscal Services

WHEREAS, resolution 2018-11-189 authorized several clarifications for function and formatting changes to the Procurement policy; and

WHEREAS, comparable counties' procurement policies were recently reviewed and opinion sought from CoPro+ regarding Information Technology software license/maintenance/subscription renewals; and

WHEREAS, in an effort to gain procedural efficiencies and bring current sole/single source practices into alignment with the Procurement Policy, there is a need to revise Section 1 Item G: Exempted Purchases; and

WHEREAS, Information Technology software license/maintenance/subscription renewals, when included with line item detail in the authorized budget, will be exempt from the Procurement Policy.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopts the Procurement Policy, as amended and attached, to be effective with the approval of this resolution.

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MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY PROCUREMENT POLICY

RESOLUTION #2018-11-189

LIVINGSTON COUNTY, MICHIGAN

APPROVED: 11.19.18

RESOLUTION #2013-09-278

APPROVED: 9.16.13

RESOLUTION #801-261

APPROVED: 8.27.01

RESOLUTION #400-101

APPROVED: 4.11.00

SECTION 1. PROCUREMENT POLICY & AUTHORITY

A. POLICY

This policy is to establish standards for the purchase of goods and services with public funds such that the County is able to preserve and enhance public trust by maximizing the procurement value of public dollars by engaging in procurement activities that are fair and equitable.

B. STATUTORY AUTHORITY

The Board of Commissioners (Board) may establish rules and regulations to manage the interest and business of the County. See: MCL 46.11(m); Act 156 of 1851, as amended.

C. PURPOSE AND APPLICATION OF POLICY

The purpose of this policy is to establish a uniform procurement process for Livingston County Elected Officials, Department Directors and employees.

D. EXCLUSIONS

- i. The general terms of intergovernmental contracts or agreements (between the County, other governmental entities, or non-profit organizations) are not subject to the requirements of this policy but may be subject to prior Board approval if unusual (specialized) in nature.
- ii. Procurements completed through the utilization of a joint procurement program, established by the State or another local unit of government which operates a cooperative procurement program if it is determined to be cost-effective, and in the County's best interest (for example, MIDEAL and CoPro+).
- iii. In the event of an emergency, the County Administrator is statutorily enabled to authorize and effectuate the necessary procurements, which must then be ratified by the Board.
- iv. The Board reserves the authority to waive any regulations or procedures pertaining to procurement contained in this Policy, if the Board deems it is in the best interest of the County to do so.

E. IMPLEMENTATION AUTHORITY

- i. The County Board of Commissioners authorizes the County Administrator, or his/her designee, to effectuate the creation or change of any procedures necessary to implement the Policy.
- ii. Elected Officials, Department Directors, and immediate supervisors are responsible for ensuring that the procurement process is followed under this policy and certify so by approving

requisitions via workflow authorization in the County's MUNIS system. Failure to comply with the policy can result in the claim for the purchase being adjusted or disallowed by the Board, and the claim not being paid by the County.

F. PROCUREMENT REQUIREMENTS

The Board of Commissioners has established the following requirements for the various levels of procurements. Funds must be budgeted in the appropriate line item PRIOR to purchase. Additional guidance relating to these requirements is included in the "Procedures for Procurement".

AMOUNT OF PURCHASE	CONTACT TO INITIATE PURCHASE	TYPE OF QUOTE NEEDED	REQUISITION / PURCHASE ORDER	AWARD AUTHORIZATION REQUIRED BY
\$50 AND UNDER / PETTY CASH	DEPARTMENT DIRECTOR / ELECTED OFFICIAL	N/A	N/A	DEPARTMENT DIRECTOR / ELECTED OFFICIAL
\$3,000 OR LESS	DEPARTMENT DIRECTOR / ELECTED OFFICIAL	N/A	N/A	DEPARTMENT DIRECTOR / ELECTED OFFICIAL
\$3,000.01 - \$25,000	PROCUREMENT COORDINATOR FISCAL SERVICES DEPARTMENT	DOCUMENTED, WRITTEN, SEALED BIDS, RFP OR, QBS	REQUISITION/ PURCHASE ORDER REQUIRED	COUNTY ADMINISTRATOR OR DESIGNEE
\$25,000 - \$100,000 * PLANNED: BUDGETED	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	COUNTY ADMINISTRATOR OR DESIGNEE
\$25,000 - \$100,000 NON BUDGETED	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	BOARD OF COMMISSIONERS
OVER \$100,000	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	BOARD OF COMMISSIONERS
RECEIVING	DEPARTMENT DIRECTORS & ELECTED OFFICIALS ARE RESPONSIBLE FOR DETERMINING THE PROPER QUANTITY AND QUALITY OF GOODS RECEIVED BEFORE FORWARDING THE INVOICE FOR PAYMENT BY THE COUNTY.			

* **Budgeted Line item detail:** On January 1 of each year, Departments with items under \$100,000 with line item detail deemed sufficient by the County Administrator or Deputy County Administrator/Financial Officer, will be authorized to purchase or enter into contract if the item is included in the adopted annual operating budget. The County Administrator is authorized to sign any contracts and purchase orders related to these items.

Variances from the original budgeted amount that are greater than 10 percent, or \$25,000, whichever is lower, will require Board authorization prior to purchase or entering into contract. Variances less than 10 percent, or \$25,000, may be approved by the County Administrator. Purchasing requirements and the Budget Transfer/Amendment policy must be adhered to for all purchases, including those with detail approved through the Operating Budget.

G. EXEMPTED PURCHASES

Professional services, intergovernmental contracts, emergency repairs, and reauthorization of contracts via a renewal option as previously approved by the Board are exempted from this policy. Information Technology software license/maintenance/subscription renewals, when included with line item detail in the authorized budget, are exempted from this policy. When it is determined to be in the best interests of the County, the Board may also exempt other purchases on a case by case basis from some or all of this policy by a majority vote unless it is required by law.

H. POLICY STANDARDS

- i. **Failure to Follow Policy:** The County shall not be responsible for costs of goods and services ordered or purchased by any County official or employee that are not obtained in accordance with this policy. Contracts negotiated outside of this policy will be considered invalid and non-binding. In addition, or in the alternative, the County may impose on a County employee or officer, for any violations of these Procurement Policies or ethical standards of conduct set forth in this Policy or State statute, disciplinary action up to and including termination of employment.
- ii. **Law and Guidelines:** When the procurement involves the expenditure of Federal or State assistance or contracts, the procurement shall be conducted in accordance with any mandatory applicable Federal or State law. Livingston County will comply with applicable federal law, guidelines, standards, regulations, and grant terms including, but not limited to those outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 CFR Part 200 (Super Circular). See Appendix A.
- iii. **Credit Card (Purchasing Card) and Online Purchases:** Refer to the Credit Card Policy.
- iv. **Sales Tax Exemption:** The County shall not be charged or pay sales tax. Livingston County, as a Michigan Constitutional Corporation, is exempt from sales tax per Act 167 of Public Acts established in 1933. Per Section 4 of the General Sales Tax Act, MCL ' 205.54(7); MSA ' 7.525(4)(7), and Michigan Sales and Use Tax Rule, 1979 AC, R205.79, provides that sales to the United States government, the State of Michigan, and their political subdivisions, departments and institutions are not taxable when ordered on a Purchase Order and paid for by warrant on government funds. In the alternative, the government may claim exemption at the time of purchase by providing the seller with a signed statement to the effect that the purchaser is a governmental entity. This position was affirmed by the Michigan Department of Treasury through its Revenue Administrative Bulletin 1990-32, approved on October 11, 1990.
- v. **Policy Review:** This Policy shall be reviewed annually by the County Administrator or designee.

SECTION 2. SOURCE SELECTION & CONTRACT FORMATION

A. NO DIVISION OF REQUIREMENT/PURCHASE

Contracts or purchases shall not be artificially divided to circumvent the procurement procedures in this policy. An aggregate of regular, reoccurring purchases shall be determined on an annual basis (for example: gasoline, paper products, cleaning supplies, ammunition) to verify this is not occurring and determine if the items should be competitively bid.

B. COMPETITIVE SEALED BIDDING

A procurement method used when (1) the best value is expected to result from the selection of the lowest evaluated priced offer. Competitive Sealed bidding should be used if (2) time permits the solicitation, submission, and evaluation of sealed bids. (3) It is not necessary to conduct discussions with responding offerors about their bids. Also you should consider utilizing competitive sealed bidding if there is (4) a reasonable expectation of receiving more than one sealed bid.

- i. An Invitation for Bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the procurement.
- ii. Adequate public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with regulations.
- iii. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids.

- iv. Bids shall be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability. No criteria may be used in the bid evaluation that are not set forth in the Invitation for Bids.
- v. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.

C. COMPETITIVE SEALED PROPOSAL

A procurement method utilized when it is either not practicable or not advantageous for the County to procure specified types of supplies, services or construction by competitive sealed bidding.

- i. Proposals shall be solicited through a Request for Proposals.
- ii. Adequate public notice of the Request for Proposals shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with regulations.
- iii. The Request for Proposals shall state the relative importance of price and other factors and subfactors.
- iv. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- v. Award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to Livingston County taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.
- vi. Debriefings may be provided upon request to demonstrate the basis for the source selection and contract award.

D. LOCAL PREFERENCE

The procurement system is designed to preserve the integrity of Livingston County and promote fair and pure competition for County business. At the same time, when all other factors are equal, vendors/contractors located in Livingston County shall be preferred in the award of purchase orders and contracts in the procurement of goods and services.

E. SINGLE SOURCE

A Single-source procurement is one in which the County has selected a single vendor to supply the products or services over the other possible vendors. This may occur where there is significant justification for the single vendor so that there is no practical value in soliciting competition or for other substantial reasons (i.e. the vendor has the products on hand, the vendor currently supplies or is familiar with the existing County equipment, etc.). Single-source procurements must be justified in sufficient detail and documented on the Sole / Single Source Vendor Form which can be obtained on the county website: <https://www.livgov.com/administration/Pages/policies.aspx>. Procurement will evaluate each request and make a determination whether a single source acquisition is appropriate. This form requires the signature of the County Administrator or his/her designee. Single-Source procurements are limited to products or services less than \$25,000.

F. SOLE SOURCE PROCUREMENT

Sole Source providers are used when a particular item or service is procured without a competitive process based on the justification that there is only one (1) appropriate source for the requested product or service. Research and proper justification for awarding to a sole source provider must accompany the Sole / Single Source Vendor Form (Appendix B) which can be obtained on the county

website: Employees/County Policies/Forms located on the main ribbon of the home page or through the link below.

<https://www.livgov.com/administration/Pages/policies.aspx>

This form requires the County Administrator signature or his/her designee. The use of the Sole-Source selection should be used as sparingly as possible, to ensure that procurement activities that are fair, equitable and competitive.

G. EMERGENCY PROCUREMENTS

Notwithstanding any other provisions of this Policy, as provided within the legal authority of the County Board of Commissioners may make, or authorize others to make emergency procurements of supplies, services, or construction items, when there exists a threat to public health, safety, or welfare, or where it is in the County's best interest to do so, provided that such emergency procurements shall be made with as much competition as is practicable under the circumstances, and shall be documented in writing.

H. COOPERATIVE PURCHASING/PROCUREMENT PROGRAMS

Notwithstanding any other provision of this policy, the County may make or authorize the purchase of supplies, equipment or services available through cooperative purchasing/procurement programs and other associations. The decision to purchase from these programs shall be made by the Board of Commissioner's after consultation with the department and considering among other issues: delivery, packaging, minimum order requirements, follow-up service if applicable, product/equipment quality. Bidding requirements shall be waived if it is determined to be in the best interest of the County based on written communication to support the County's findings. The County Administrator is authorized to enter into necessary agreements or contracts on behalf of the County. State of Michigan Extended Purchasing Program (such as MiDeal or other like programs) can be used instead of the normal bidding process.

I. CONTRACT CLAUSES

All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The County Administrator or designee, after consultation with the County Civil Counsel, may issue clauses appropriate for supply, service or construction contracts.

Such contracts shall include provisions that require any individual or business entity providing goods and/or services to the County shall be required to comply with current provisions of the Americans with Disabilities Act (ADA); (the Equal Opportunity Act for Individuals with Disabilities 42 USC 12101 et seq.); Equal Employment Opportunities (42 USC 2000e), Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); the Elliot-Larsen Civil Rights Act (MCL 37.1201 et. seq.), and the Michigan Person with Disabilities Civil Rights Act (MCL 37.1101 et seq.). Such individual or business entity shall not discriminate against any individual with respect to hire, tenure, terms, conditions or privileges of employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of any transaction or agreement between the County and the individual or business entity. The County shall enforce this covenant through use of sanctions available within this Policy, by contract, or other available legal action.

J. AMENDMENTS TO INVITATIONS FOR BIDS OR REQUEST FOR PROPOSALS

An invitation for bids (ITB), a request for proposals (RFP) or other solicitation (RFQ) may be amended by issuance of an addendum prior to the submittal deadline. The addendum shall provide for certain changes, including but not limited to, clarifications in specifications, requirements, and submittals.

K. CANCELLATION or REJECTION OF INVITATIONS FOR BIDS OR REQUEST FOR PROPOSALS

An invitation for bids, a request for proposals or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, at the discretion of the County if such action is in the best interests of the County. The reasons therefore shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when it is in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reasons for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

SECTION 3. ETHICS IN PUBLIC CONTRACTING

A. CONFLICT OF INTEREST

All County employees, Officers (Public Servants) and Elected Officials shall conduct themselves in conformity with 1968 PA 317, MCL ' 15.321, et seq.; MSA ' 4.1700 (51) et seq. This Act establishes standards in respect to governmental decisions and conflicts of interest arising out of the solicitation, negotiation, or approval of contracts between the public servants and public entities such as the County.

B. GRATUITIES, MEALS, FAVORS & GIFTS

County employees, Directors, appointed or Elected Officials, Volunteers, or Agents shall neither solicit nor accept gratuities, meals, favors, gifts, consulting fees, trips, or anything with more than a de minimis value of twenty-five dollars (\$25.00) from a vendor, potential vendor, family or employees of a vendor, contractors or parties to subcontracts.

C. GENERAL ETHICAL STANDARDS FOR EMPLOYEES

Any attempt to realize personal gain through the public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.

D. GENERAL ETHICAL STANDARDS FOR NON-EMPLOYEES

Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Section.

SECTION 4. PROCUREMENT DEFINITIONS

Blanket Purchase Order (BPO) - A purchaser's written document to a supplier formalizing all the terms and conditions of the purchase, including quantity, description of the requested items or services, cost of items being purchased, delivery schedule, terms of payment, and transportation defined over a period of time and up to a maximum dollar amount annually. A purchase order is a legal and binding contract between the County and the vendor.

Competitive Sealed Bid - A method for acquiring goods, services and construction for public use in which award is made to the lowest responsive bid and responsible bidder, based solely on the response to the criteria set forth in the Invitation for Bids (IFB) (i.e. bid documents); and does not include discussions or negotiations with bidders.

Construction –The process of utilizing labor to build, alter, repair, improve, or demolish any public infrastructure facility, including any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property.

Contract - 1. An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. 2. A legally binding promise, enforceable by law. 3. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

Petty cash – A small fund of money for incidental expense maintained by the petty cash custodian within the department.

Procurement – Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Purchase Order (PO) – A purchaser’s written document to a supplier formalizing all the terms and conditions of the purchase including quantity, description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. A purchase order is a legal and binding contract between the County and the vendor.

Quality Based Selection (QBS) - Vendor selection based on demonstrated competence and qualifications followed by contract negotiation with the most qualified firm relative to fair and reasonable compensation within the legal parameters.

Quote - An informal purchasing process which solicits pricing information from several sources. Verbal quotes (those not received in writing) must be documented.

Request for Proposals (RFP) - A method for acquiring goods, services and construction for public use in which other factors will be considered in the selection of vendor in addition to price, or when there is not sufficient information to prepare a specification suitable for competitive sealed bidding, or when it is expected that negotiations with one or more vendors may be required with respect to any aspect of the requirements.

Requisition - An internal document by which a department sends details of supplies, services, or materials that are reasonable, required and appropriate for departmental operations to the Procurement Department.

Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Supplies - All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or permanent interest in land.

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RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving Appointments to the Livingston County Census 2020 Complete Count Committee - Board of Commissioners

WHEREAS, Livingston County's Census 2020 Complete Count Committee was established August 12, 2019 for the purpose of advising and assisting Livingston County in obtaining the most accurate and complete population count for Census 2020; and

WHEREAS, the committee will utilize the local knowledge, expertise, and influence of each committee member to design and implement an awareness campaign targeted to the Livingston County community; and

WHEREAS, the following appointments have been recommended:

Livingston County's Census 2020 Complete Count Committee

Committee Chair – Douglas Helzerman, Livingston County Commissioner

Term expires April 30, 2020

Allison Nalepa – Livingston County Communication Specialist

Term expires April 30, 2020

Mark Robinson – Catholic Charities Executive Director

Term expires April 30, 2020

Dr. Mike Hubert – LESA Superintendent

Term expires April 30, 2020

Mona Shand – Livingston County Liaison to Congresswoman Elissa Slotkin

Term expires April 30, 2020

Ann Robinson – OLHSA Program Support Coordinator

Term expires April 30, 2020

Nancy Sauvage – Livingston County Board of Canvassers

Term expires April 30, 2020

Jim McGuire – Area Agency on Aging 1-B Director of Research, Policy, and Advocacy

Term expires April 30, 2020

Mary Helfman – Livingston County Register of Deeds Deputy

Term expires April 30, 2020

Kristi Cox – Livingston County Chief Deputy County Clerk

Term expires April 30, 2020

Matt Shane – MSU Extension District 12 Director

Term expires April 30, 2020

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the above referenced appointments and expiration dates contingent upon each member fulfilling to the sole satisfaction of the County all County background-check requirements and verifications.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the 2020 State Grant Agreement, Grant Administrator, County Representative and Surveyor Contracts for the Remonumentation and State Plane Coordinate Determination of the Public Land Survey Corners in Livingston County – Register of Deeds

WHEREAS, under Public Act 345 of 1990 and the approved Livingston County Survey Plan, the need has been determined for the Monumentation or Remonumentation of all the public land survey corners in Livingston County; and

WHEREAS, funding for the Monumentation or Remonumentation of all the public land survey corners in Livingston County has been provided by Public Act 346 of 1990 through a Grant Agreement with the State of Michigan in the amount of \$60,508; and

WHEREAS, the State Survey and Remonumentation Commission requires that a Grant Administrator is appointed. The recommendation is to appoint Brandon Denby as Grant Administrator. The program budget includes an annual payment of \$9,200 and funds for associated fringes; and

WHEREAS, the State Survey and Remonumentation Commission requires that a County Representative is appointed. The recommendation is to appoint Jack Smith for these services; and

WHEREAS, surveyor services are needed to carry out the activities of remonumentaion and coordinate determination of corners. The grant budget includes \$46,800 to be shared among several surveyors; and

WHEREAS, the Livingston County Survey Plan established a Remonumentation Peer Group that shall not exceed 11 members. The Peer Group convenes during the period of February through October as necessary. A per diem in the amount \$50 per meeting is being requested. The list below indicates the individuals that are being recommended to fulfil duties of the Remonumentaion Peer Group; and

Jim Fink	Bill Strebbling
Chris Fergus	Brad Thompson
Allan Pruss	Joe Schripsema, Alternate
Jack Smith, County Representative	Walton Newton, Alternate
Jennifer Defenderfer, Alternate	

WHEREAS, The grant will also cover the cost of surveyor services for up to three (3) monument maintenance corners at a cost not to exceed \$1,500; and

WHEREAS, The cost of the 2020 monumentation or remonumention activites exceeds the State grant amount of \$60,508 and the use of fund balance in an amount not to exceed \$23,100 is needed to complete these activities, for a totatl program cost of \$83,608.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorizing entering into a Grant Agreement with the State of Michigan in the amount of \$60,508.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the use of Fund 245 Survey and Remonumentation fund balance in an amount not to exceed \$23,100, for a total program cost not to exceed \$83,608.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints Brandon Denby as Grant Administrator and authorizes an annual payment amount of \$9,200.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints Jack Smith as County Representative for the Livingston County Survey and Remonumentation Plan and authorizes a contract commencing January 1, 2020 and terminating December 31, 2020 in the amount of \$20,000.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes entering into four (4) surveyor contracts with Desine Inc., Monument Engineering, Livingston Engineering, and Boss Engineering commencing January 1, 2020 and terminating December 31, 2020 in an amount not to exceed \$46,800.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the use of \$1,500 set aside for re-visit or remonumentation services.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints the above mentioned individuals to the Remonumentation Peer Group and authorizes a \$50 per diem per meeting, with the annual cost of per diems not to exceed \$250.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners and the Grant Administrator are hereby authorized to sign all forms, assurances, supporting documents, and contracts/agreements related to the grant application, and subsequent award or future amendments upon review and approval of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:

GRANT NO. **BCC 20-47**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
LIVINGSTON COUNTY

GRANTEE/ADDRESS:

Brandon Denby
County of Livingston
200 East Grand River Avenue, Suite 3
Howell, MI 48843
(517) 546-0270
(517) 546-5966

STATE GRANT ADMINISTRATOR/ADDRESS:

Michael C. Barger, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: bargerm@michigan.gov

GRANT PERIOD:

From: **01-01-2020** To: **12-31-2020**

TOTAL AUTHORIZED BUDGET: **\$60,508.00**

SIGMA Vendor ID: CV0048182
SIGMA Payment Address Code: 003

ACCOUNTING TEMPLATE: 6415137T002

GRANT

This is Grant No. **BCC 20-47** between the Department of Licensing and Regulatory Affairs (Grantor), and **Livingston County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

This Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. The SSRA establishes the State Survey and Remonumentation Fund which supports a program for the monumentation and remonumentation and perpetual monument maintenance of original public land survey corners, protracted public land survey corners and property controlling corners throughout the State.

This Grant is offered to the Grantee to carry out its annual work program as set forth and approved by the Grantor in the Grantee's Survey and Remonumentation Grant Application, made part of this Agreement as "Attachment A."

In accordance with the terms and conditions of this Grant, the Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program as set forth and approved by the Grantor in "Attachment A."

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the project described in the Grantee's Proposal, Attachment A, file a Land Corner Recordation Certificate (LCRC) pursuant to the Corner Recordation Act, 1970 PA 74 (CRA) with the addition of a geodetic coordinate value, the peer group date, and county representative's signature on said LCRC for each corner identified in Attachment A under the requirements of the SSRA.

The Grantee must submit a Completion Report as specified in this Agreement, may submit a Work Progress Report as specified in this Agreement and provide any other reports or forms requested by the Grantor.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment B, without the prior written consent of the Grant Administrator.
- C. Attachment A includes the Budget. The Grantee agrees that all funds shown in Attachment A are to be spent as detailed in Attachment A.

- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$60,508.00**. An initial advance of **\$24,203.20** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant, and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (**see 1.4.C. for documentation requirements**):
 - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period
 - 2. The Grantee **must submit** to the State Grant Administrator a Completion Report no later than February 1 following the close of the grant year accompanied by all documentation for work completed and expenditures incurred during the reporting period.

C. Documentation. Backup documentation must include the following, as applicable:

1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved "Attachment A," any work not completed that was specified in the approved "Attachment A," and any changes in an approved line item of the budget approved in "Attachment A" (submit for **Completion Report only**).
2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Completion Report only**).
3. Invoices:
 - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
 - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Completion Report**).
5. A recorded LCRC prepared in compliance with the CRA and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See **Section 1.2. Detailed Budget**.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, "Attachment A," must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. In its request for approval of the State Grant Administrator, Grantee must include the following: (1) a definition of the specific equipment Grantee wishes to purchase; (2) an explanation for why the equipment is necessary to complete the Statement of Work; (3) an explanation of why Grantee could not complete the Statement of Work by renting comparable equipment rather than purchasing it; (4) the anticipated life of the equipment; (5) the amount of anticipated maintenance fees required to maintain the equipment and the length of time those fees will need to be paid; (6) whether Grantee intends to pay maintenance fees using current and/or future grant awards; (7) explanation of any housing requirements for the equipment; (8) whether Grantee intends to rent out to a third party; (9) and the agreement by Grantee that, if it rents or sells the equipment, Grantee will remit any and all rental or sale proceeds to the State.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

The Grantee agrees that all procurement of Professional Services will be conducted using Quality Based Selection (QBS). The Grantee may use QBS scores to assign work based on complexity.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Reserved

3.2 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any

amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

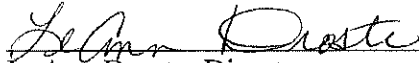
If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.



LeAnn Droste, Director

Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

10-17-19

Date

Brandon Denby

County Grant Administrator
County of Livingston

Date

GRANT NO. BCC 20-47

From the desk of Brandon Denby, Livingston County – Registrar

12.13.2019

Due to circumstances beyond our (ROD / Grant Admin) control we have just recently received the numbers from the State and County Representative for approval by the Board.

Unfortunately it was too late for the last 2019 General Government meeting held on Dec 2nd, 2019. The Survey and Remonumentation Grant Application needs to be signed and sent back before December 31st, 2019 (No Extensions per MCL 54.274-275). I have spoken with Commissioner Bezotte (General Government Chair) as well as Commissioner Griffith (Finance Chair) and have asked to proceed directly to the Finance Committee based on this issue of timing.

I appreciate your consideration in this matter.

Sincerely,

Brandon Denby

SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT

Michigan Department of Licensing & Regulatory Affairs
Bureau of Construction Codes
Office of Land Survey & Remonumentation
PO Box 30254, Lansing, MI 48909
1st Floor Ottawa Building
611 West Ottawa Street, Lansing, MI 48933
Phone 517-241-6321
E-Mail: bccolr@michigan.gov
www.Michigan.gov/bcc

Grantee/County: **LIVINGSTON**

-- Section below for OLSR staff use only--

Grant #:
VCUST#:
Address Code:
GG #:
Account Template:

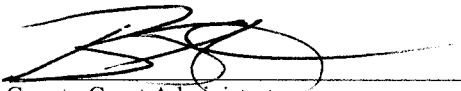
Grant Year: **2020**

State Payments		County Program Expenditures	
60,508	State Grant Award		
	Reimbursement for Expedited Expenditures (Oakland Co. only)		
	Total Annual Budget		Approved Budget
24,203.20	Start-Up Payment (40% of State Grant)		
	Progress Payment (Maximum of 45% of remaining State Grant following Start-Up)		
	Balance after Progress Report		Total Progress Report Expenditures
	Final Payment		Total Completion Report Expenditures
	Total Grant Payments		Total County Program Expenditures
	Final Grant Balance		

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant. We request the following payment at this time:

Progress Payment Requested: \$ _____

Final Payment Requested: \$ _____



County Grant Administrator**12-13-2019**

Date

County must provide: Detailed transaction history of all grant activity, S&W/Fringe Benefits/Overhead, detailed breakdown of all internal county costs, itemized invoices, and narrative for all differences in approved work program or budget.

Payment Authorized: \$ _____	
Remaining Grant Balance: \$ _____	
Michael C. Barger, PS Director, Office of Land Survey & Remonumentation	_____ Date

Administrator	
Name: <u>BRANDON DENBY</u>	Phone: <u>517.540.8823</u>
Email Address: <u>B.Denby@LivGov.com</u>	
Physical Address: <u>200 E Grand River</u>	
City, State, Zip: <u>Howell MI 48843</u>	
Representative	
Name: <u>Jack Smith</u>	Phone: <u>517-546-3340</u>
Email Address: XXXXXXXXXXXXXXXXXXXX <u>JackSmith@Comcast.net</u>	
Physical Address: <u>516 E. Grand River</u>	
City, State, Zip: <u>Howell MI 48843</u>	
Address for Payments	
Name: <u>LIVINGSTON County Treasurer</u>	Phone: <u>517-546-7010</u>
Physical Address: <u>200 E Grand River</u>	
City, State, Zip: <u>Howell MI 48843 - 12085</u>	

Is this county on a Maintenance Plan during this contract? ☒ Yes ☐ No

Remonumentation Services Completed				
Column A No. of Original and Protracted PLSS Corners Completed by Grantee	Column B No. of Original and Protracted PLSS Corners Completed by Others	Column C No. of Original and Protracted PLSS Corners Revisited	Column D No. of corners Revisited NOT requiring an LCRC	Total Corners Column A + Column B + Column C + Column D
9		3		

Provide a report listing the following items:

Column A – any corner that deviates from the list provided in the Application.

Column B – who completed the walk-in corners.

Column C – the reason a corner was revisited.

Column D – list the corners not requiring an LCRC.

Remonumentation Services Inventory				
	TOTAL No of Corner Codes in County Plan	TOTAL No of Corner Codes Remonumented before this Contract Year	No of Corner Codes Remonumented This Contract Year	REMAINING No of Corner Codes in County Plan to be Remonumented
TOTAL No. of Corner Codes				
TOTAL No of Corner Codes in County Plan - TOTAL No of Corner Codes Remonumented before this Contract Year - No of Corner Codes Remonumented This Contract Year = REMAINING No of Corner Codes in County Plan to be Remonumented				

**Remonumentation Program
County Expenditure Detail**

Work Program Expenditures by Line Item	Approved Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures	Total Actual Expenditures	Difference Between Approved Budget & Actual Expenditures
Item A Remonumentation Services	46,800				
Item B Monument Maintenance Services	1,500				
Item C Remonumentation Supplies & Materials	12,208				
Item D Geodetic Control Maintenance & Operations					
Item E Grant Administrator Fees/Wages					
Item F County Representative Fees/Wages	12,208				
Item G Additional Administrative Staff Fees/Wages					
Item H Peer Group					
Item I Administrative Supplies & Indirect Costs					
Totals	60,508				

2020 Survey & Remonumentation

	Program	Funding	
		Grant	County
Surveyors	\$ 46,800	\$ 46,800	\$ -
Grant Administrator	\$ 12,738	\$ -	\$ 12,738
County Representative	\$ 20,000	\$ 12,208	\$ 7,792
Meeting Per Diem	\$ 250	\$ -	\$ 250
Cost Allocation	\$ 2,257	\$ -	\$ 2,257
Revisit fees/maintenance	\$ 1,500	\$ 1,500	\$ -
Total Program Cost	\$ 83,545	\$ 60,508	\$ 23,037

Fund Balance as of 12/13/19

2018 End of Year	\$ 215,364
2019 Actual Revenue	\$ 89,638
2019 Estimated Expenses	\$ 64,604
2019 End of Year	\$ 240,398
2020 Estimated Revenue	\$ 60,508
2020 Estimated Expenses	\$ 83,545
2020 End of Year	\$ 217,361