

# **FINANCE COMMITTEE REVISED 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**

4

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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**8.3 Jail**

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

<b>8.4</b>	<b>2019 Q4 Budget Amendment (Roll Call)</b>	<b>24</b>
	Resolution to Authorize a Fourth Quarter Supplemental Appropriation to the Fiscal-Year 2019 Budget – Fiscal Services	
<b>8.5</b>	<b>Fiscal Services</b>	<b>28</b>
	Resolution to Amend the Livingston County Procurement Policy	
<b>8.6</b>	<b>Board of Commissioners</b>	<b>36</b>
	Resolution Approving Appointments to the Livingston County Census 2020 Complete Count Committee	
<b>8.7</b>	<b>Register of Deeds</b>	<b>38</b>
	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	
<b>*8.8</b>	<b>MSU Extension</b>	<b>57</b>
	Resolution to Approve the 2020 Memorandum of Agreement (MOA) with MSU Extension as Determined by the 2020 MSUE Budget	
<b>*8.9</b>	<b>Administration</b>	<b>63</b>
	Resolution Authorizing an Amendment to the Agreement with Cohl, Stoker & Toskey, P.C., to Provide Legal Services to Livingston County	
<b>9.</b>	<b>ANNUAL REPORTS</b>	
<b>9.1</b>	<b>Veterans Services Department</b>	
	Mary Durst, Department Director	
<b>10.</b>	<b>CLOSED SESSION</b>	
	Discuss Written Legal Opinion Pursuant to MCL 15.268(h)	
<b>11.</b>	<b>CLAIMS</b>	
	Miscellaneous Claims Dated: December 18, 2019	
<b>12.</b>	<b>PREAUTHORIZED</b>	
	Computer Print-out Dated: December 5 through December 18, 2019	
<b>13.</b>	<b>CALL TO THE PUBLIC</b>	

**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**

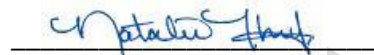
Motion to adjourn the meeting at 9:08 a.m.

**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.

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**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 31<sup>st</sup>, 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 1<sup>st</sup>, 2020 through December 31<sup>st</sup>, 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](mailto:rsacharski@livgov.com)

## MEMORANDUM

**To: Livingston County Board of Commissioners**

**From: Roberta Sacharski, Trial Court Administrator**

**Date: December 11<sup>th</sup>, 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.

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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**

**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 annually; and

**WHEREAS,** the contract term is January 1, 2020 to September 30, 2023 with up to two (2) additional one-year renewals from October 1 to September 30 for each year for a total contract period not to exceed four years and nine months; and

**WHEREAS** the 2019-2020 funding will be prorated from January 1, 2020 to September 30, 2020 in an amount not to exceed \$67,500 to align the contract with the grant period; 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 to provide Parent Coach Services on an as-needed basis not to exceed \$67,500 for January 1, 2020 to September 30, 2020 and \$90,000 annually thereafter for the remaining term of October 1, 2020 to September 30, 2023 with up to two (2) additional one-year renewal options running from October 1 to September 30 for a total contract period not to exceed four years and nine months.

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

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MOVED:  
SECONDED:  
CARRIED:



**204 S. Highlander Way, Suite 3**  
**Phone (517) 546-1500 Fax (517) 546-3731**

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Debby Shaw, District Court Administrator**  
**Date: December 12, 2019**  
**Re: Resolution Authorizing an Agreement with Spectrum Child and Family Services to Provide Parent Coach Services on behalf Department of Health and Human Services**

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The Livingston County on behalf of the Department of Health and Human Services uses an outside contractor to provide parent coach services for the 44<sup>th</sup> Circuit Court, Family Division. The contract for these services has expired.

Per the County Procurement Policy, a competitive bid process was performed in which the bid was posted on the Michigan Inter-governmental Trade Network (MITN), the County website, and four companies were sent the solicitation directly. As a result, (2) proposals were received in response to the request for proposals and were evaluated.

Based on the recommendation of the EC, we are requesting on behalf of the Department of Health and Human Services the attached resolution be approved to award a contract with Spectrum Child and Family Services to provide Parent Coach Services on an as-needed basis for a term commencing on January 1, 2020 to September 30, 2023 with options for up to two (2) additional one-year renewals commencing October 1 to September 30 for a total contract period not to exceed four years and nine months.

Thank you in advance for your consideration. If you have any questions regarding this matter, please contact me.

## RFP-LC-19-26: Evaluation Matrix

RFP-LC-19-26: Evaluation Matrix	Maximum Points	Spectrum	Ennis
Scope of Services	200	173	156
Company Profile	75	59	64
References	100	82	57
Pricing Proposal	125	82	88
Total Points	500	396	365



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES

GRETCHEN WHITMER  
GOVERNOR

ROBERT GORDON  
DIRECTOR

**M E M O R A N D U M**

**DATE:** December 17, 2019

**TO:** Livingston County Board of Commissioners

**FROM:** Jennifer Tate, Director

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

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Livingston County on behalf of the Department of Health and Human Services through the Livingston County Child Care Fund budget with the 44<sup>th</sup> Circuit Court, Family Division uses an outside contractor to provide parent coach services. The contract for these services has expired.

Per the County Procurement Policy, a competitive bid process was performed in which the bid was posted on the Michigan Inter-governmental Trade Network (MITN), the County website, and four companies were sent the solicitation directly. As a result, (2) proposals were received in response to the request for proposals and were evaluated.

Based on the recommendation of the Evaluation Committee, we are requesting the attached resolution be approved to award a contract with Spectrum Child and Family Services to provide Parent Coach Services on an as-needed basis for a term commencing on January 1, 2020 to September 30, 2023 with options for up to two (2) additional one-year renewals commencing October 1 to September 30 for a total contract period not to exceed four years and nine months.

Thank you in advance for your consideration. If you have any questions regarding this matter, please contact me.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	Popcorn Chicken (6 oz) Oven Browned Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	Spaghetti (3/4 cup) Meat Sauce (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	Goulash w/Meat (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)	Chicken Patty (3 oz.) Oven Browned Potatoes (1 cup) Carrots (1/2 cup) Biscuit (1/54 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs ( 2ea) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	Salisbury Steak (3 oz.) Mashed Potato (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Wednesday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	Beef Pot Pie (1 cup) Oven Potatoes (3/4 cup) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)	Swedish Meatballs (6) Penne Pasta (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Wednesday	T Ham (2 oz.) Cheese (1 slice) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	BBQ Meatballs (6) w/Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)	Biscuit Gravy w/Meat (¾ cup) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (1 cup) Peas (1/2 cup) Biscuit (1/54 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)

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

	Breakfast	Lunch	Dinner
Sunday	T Ham Cheese (1 slice) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	Goulash w/Meat (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz) Biscuit (1/54 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)	Chicken Tetrzzini (1 cup) Spaghetti (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Monday	Hard Boiled Eggs (2 each) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Tuesday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Thursday	Hard Boiled Eggs (2 each) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)
Friday	Peanut Butter (1 oz.) Jelly (1 tsp) Biscuit (1/54 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) 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 <sup>th</sup> ) Cereal (1 cup) Coffee Cake (1/54 <sup>th</sup> ) Milk (1 cup)	Salisbury Steak (3 oz.) Mashed Potatoes (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Biscuit (1/54 <sup>th</sup> ) 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 <sup>th</sup> ) Cookie (1 each) Fortified Drink (1 cup)

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## **Pricing Page**

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

### **Menu Option 5 – Cold Breakfast**

<b>Inmate Population</b>	<b>Per Meal Price</b>
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**



**LIVINGSTON COUNTY, MICHIGAN**  
**SHERIFF'S OFFICE**

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

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Jeff Warder, Undersheriff**  
**Date: December 12, 2019**  
**Re: Resolution Authorizing an Agreement with Canteen Services, Inc. to Provide Inmate Food Services – Public Safety / Finance / Board**

Livingston County has an on-going need to provide meals to inmates housed in the County jail. The current contract is set to expire on January 15, 2020.

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

Based on the recommendation of the EC and comparison of our current, proposed and negotiated rates, I am requesting the attached resolution be approved to award a contract with Canteen Services, Inc. to provide inmate food services for a three (3) year initial term commencing on January 15, 2020 with an option to renew for an (1) additional two-year period for a total contract period not to exceed five (5) years.

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

**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

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**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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**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	
<b>Special Revenue Funds</b>					
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
<b>Enterprise Funds</b>					
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
<b>Internal Service Funds</b>					
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.

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**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.

S:\WP\Policies\PROCUREMENT Policy - 11-19-18 (RDM) - FINAL.docx

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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## 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.

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**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.

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**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**

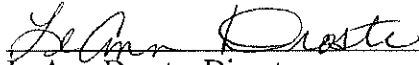
If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force 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 2<sup>nd</sup>, 2019. The Survey and Remonumentation Grant Application needs to be signed and sent back before December 31<sup>st</sup>, 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  
1<sup>st</sup> Floor Ottawa Building  
611 West Ottawa Street, Lansing, MI 48933  
Phone 517-241-6321  
E-Mail: [bccolr@michigan.gov](mailto:bccolr@michigan.gov)  
[www.Michigan.gov/bcc](http://www.Michigan.gov/bcc)

Grantee/County: **LIVINGSTON**

-- Section below for OLSR staff use only--

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

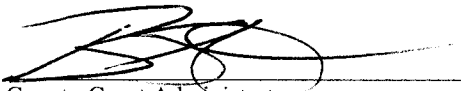
Grant Year: **2020**

State Payments		County Program Expenditures	
<b>60,508</b>	State Grant Award		
	Reimbursement for Expedited Expenditures (Oakland Co. only)		
	Total Annual Budget		Approved Budget
<b>24,203.20</b>	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: <del>XXXXXXXXXXXXXXXXXXXX</del> <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	<del>12,208</del>				
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**

	<b>Program</b>	<b>Funding</b>	
		<b>Grant</b>	<b>County</b>
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	\$ -
<b>Total Program Cost</b>	<b>\$ 83,545</b>	<b>\$ 60,508</b>	<b>\$ 23,037</b>

**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



**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

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**Resolution to Approve the 2020 Memorandum of Agreement (MOA) with MSU Extension as Determined by the 2020 MSUE Budget – MSU Extension**

- WHEREAS,** MSU Extension and Livingston County have a long history of working cooperatively to deliver Extension services and MSU Extension is committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes; and
- WHEREAS,** The base MOA, approved in 2012 with MSU Extension will allows for the continued presence of MSU Extension in Livingston County and for expansion of the 4-H program; and
- WHEREAS,** the County portion of the MOA included three primary components. First, the county agrees to provide MSU Extension an annual base assessment of \$99,369. Second, the county agrees to continue providing office space and support staff. Finally, the continuation of the Consumer Horticulture program at 0.75 FTE requires an additional investment of \$79,331 above the base assessment; and
- WHEREAS,** to fully fund the MOA and additional educator position, the 2020 MOA for MSU Extension is \$178,700; and
- WHEREAS,** these funds will allow for the continuation of current programming as well as access to MSU Extension programming staff from around the state.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners approve the 2020 MOA with MSU Extension in the amount of \$178,700.

# # #

MOVED:  
SECONDED:  
CARRIED:

## **AGREEMENT FOR EXTENSION SERVICES**

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on \_\_\_\_\_ by and between Livingston County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

**NOW THEREFORE** in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

**A. MSUE will provide:**

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 1.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

**B. The County will Provide:**

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
  - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Director.
  - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
  - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
  - d. Access to space for delivering Extension programs.
  - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

**1 FTE County employed Clerical Support Staff**

*Optional:*

4. Funding for additional Extension educators at **\$79,331**. (0.75 FTE \* \$105,775.) assigned to County and reporting to Agriculture and Agribusiness Institute.
5. Funding for additional 4-H program capacity **0 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**

7. Total Annual Assessment in the amount of **\$178,700.**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Quarterly

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

**C. Staffing and Financial Summary**

A. Base Assessment (includes 1.5 FTE 4-H Program Coordination) **\$99,369.**

**ADDITIONAL PERSONNEL**

B. 0 FTE Clerical Support Staff to be employed by MSU \$0.

C. 0.75 FTE Educator (Program Area: Consumer Horticulture) \$79,331.

D. 0 FTE Additional 4-H Program Coordination \$0.

E. 0 FTE Additional paraprofessional staff \$0.

**TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2020: \$178,700.**

**I. Term and Termination**

The obligations of the parties under this Agreement will commence on January 1, 2020 the first day of the County budget year 2020 and shall terminate on the last day of such County budget year 2020. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Livingston County Administration, 304 E. Grand River Ave., Suite 202, Howell, MI 48843, if to the County.

**II. General Terms**

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.

4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF  
MICHIGAN STATE UNIVERSITY**

By: \_\_\_\_\_

Evonne Pedawi  
Contract & Grant Administration

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Livingston COUNTY**

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

(title)

Date: \_\_\_\_\_

**Appendix A**  
**Technical Standards for County Internet Connections**

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255  
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)  
35.9.160.36 (1935,443) (authentication)  
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)  
35.9.83.132 (all) (vpn.msu.edu)  
35.9.81.150 (zoom.msu.edu)  
35.9.121.189 and 190 (443) (SharePoint)  
35.8.200.57 (80 and 443) (SharePoint)  
35.9.121.221, 223, and 225 (443) (Exchange)  
35.8.200.56 (80 and 443) (Exchange)  
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)  
35.8.201.200 (443 TCP) (Lync)  
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP - 135, 137-139, 2701-2704, 49152-65535)  
35.8.200.58 (80 and 443) (Lync)  
35.9.14.169 (80 and 443) (D2L - Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199  
MSUE.anr.msu.edu – 35.8.201.199  
Events.anr.msu.edu – 35.8.200.220  
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220  
Expression Engine – 35.8.201.215  
Web Hosting environment (other ANR websites) – 35.8.201.217  
Master Gardener (External) – 128.120.155.54  
Extension.org (External) – 152.46.27.147  
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to [support@anr.msu.edu](mailto:support@anr.msu.edu), where they will be routed to the best person to assist you.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution Authorizing an Amendment to the Agreement with Cohl, Stoker & Toskey, P.C., to Provide Legal Services to Livingston County - County Administration**

**WHEREAS,** Livingston County has retained the law firm of Cohl, Stoker & Toskey as civil counsel for the County and its various departments since 1980 (the “Contractor”);

**WHEREAS,** the yearly compensation with the Contractor was to be reviewed on or after June 21, 2019 by contract;

**WHEREAS,** the Contractor has requested an increase of 1.5% to the fixed fee (\$1,665.16 increase for 2020), consistent with the past practice of the parties, where the Contractor receives the same percentage increase as the annual base wage increase (if any) provided to employees; and

**WHEREAS,** the Contractor has also requested a revision to the language regarding time frame for yearly compensation review from “On or after June 21, 2019” to “On or after June 21 of each year of this Agreement”.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes a contract amendment with Cohl, Stoker & Toskey, P.C. to provide for a fixed fee increase of 1.5% and a revision to the time for annual compensation review from “On or after June 21, 2019” to “On or after June 21 of each year of this Agreement”, effective January 1, 2020.

**BE IT FURTHER RESOLVED** that the Acting Administrator/Controller is authorized to make a budget adjustment, as needed, for this contract amendment and the Board Chairperson is authorized to sign this contract amendment after review by the Acting Administrator/Controller.

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MOVED:  
SECONDED:  
CARRIED: