

**PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE**  
**AGENDA**

May 18, 2020

4:30 PM

Zoom Virtual Meeting Room

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

**1. CALL MEETING TO ORDER**

**2. APPROVAL OF MINUTES**

Minutes of Meeting Dated: April 20, 2020

**3. APPROVAL OF AGENDA**

**4. REPORTS**

**4.1 Drain Commissioner**

Status Report - Response to State of Michigan re: Soil Erosion Control Program Audit

**5. CALL TO THE PUBLIC**

**6. RESOLUTIONS FOR CONSIDERATION**

**6.1 Emergency Management**

Resolution Authorizing an Agreement to Participate in Mutual Non-Congregate Housing for Livingston County First Responders and Authorizing an Agreement with North Star Reach Campground to Provide Non-Congregate Sheltering Services for Livingston Co First Responders - Emergency Management

**6.2 Sheriff**

Resolution Authorizing the JAG Grant Purchase of Night Vision Equipment

**7. CALL TO THE PUBLIC**

**8. ADJOURNMENT**

# **PUBLIC SAFETY AND INFRASTRUCTURE AND DEVELOPMENT COMMITTEE**

## **MEETING MINUTES**

**April 20, 2020**

**4:30 PM**

Zoom Virtual Meeting Room

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

Members Present:

Robert Bezotte, Gary Childs, Douglas Helzerman

### **1. CALL MEETING TO ORDER**

The meeting was called to order by Commissioner Bezotte at 4:37 pm.

### **2. APPROVAL OF MINUTES**

Minutes of Meeting Dated: February 18, 2020

Motion to approve the minutes as presented.

**Moved By** D. Helzerman

**Seconded By** G. Childs

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

**Motion Carried (3 to 0)**

### **3. APPROVAL OF AGENDA**

Motion to approve the Agenda as presented.

**Moved By** G. Childs

**Seconded By** D. Helzerman

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

**Motion Carried (3 to 0)**

### **4. REPORTS**

Comm. Helzerman: Livingston County top county in State and 11th in Nation in returns for the 2020 Census.

## 5. CALL TO THE PUBLIC

Therese Cremonte - Emergency Manager: Operation Center is at full capacity. Working very well. Wanted to thank Health Department, I.T., and LETS for all they've been doing. They were advised that the Woodland Correction Facility has opened its doors for prisoners that are COVID-19 positive. Flooding issues with Green Oak and Hamburg.

Wes Nakagiri - Commissioner: Discussed phases the Federal Government is taking in reactivating the economy.

Dianne McCormick - Health Officer: Looking at what comes out from Federal Government, CDC and State with regard to future planning. Re-opening will be a work-in-progress. Looking at other states to see what they are doing as well.

## 6. RESOLUTIONS FOR CONSIDERATION

### 6.1 Planning Department

Resolution Approving the Submission of a Federal Emergency Management Agency (FEMA) Request for Public Assistance and Subsequent Public Assistance Grant Application

Kathleen Kline-Hudson introduced the Resolution.

Recommend Motion to the Finance Committee.

**Moved By** G. Childs

**Seconded By** R. Bezotte

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

**Motion Carried (3 to 0)**

### 6.2 Jail

Resolution Authorizing a Contract Renewal with Blue Cross Blue Shield for Discounted Medical Billing

Lt. Adas introduced the Resolution.

Recommend Motion to the Finance Committee.

**Moved By** G. Childs

**Seconded By** D. Helzerman

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

**Motion Carried (3 to 0)**

**6.3 Sheriff**

Resolution Authorizing the JAG Grant Purchase of MILO Range Training Simulator

Lt. Adas introduced the Resolution.

Recommend Motion to the Finance Committee.

**Moved By** G. Childs

**Seconded By** D. Helzerman

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

**Motion Carried (3 to 0)**

**7. CALL TO THE PUBLIC:** None.

**8. ADJOURNMENT**

Motion to adjourn the meeting at **5:07 p.m.**

**Moved By** D. Helzerman

**Seconded By** G. Childs

Yes (3): R. Bezotte, G. Childs, and D. Helzerman

**Motion Carried (3 to 0)**

  
\_\_\_\_\_  
Carol Sue Jonckheere, Recording Secretary



**LIVINGSTON COUNTY, MICHIGAN**  
**OFFICE OF THE LIVINGSTON COUNTY DRAIN COMMISSIONER**

2300 E. Grand River Avenue, Suite 105, Howell, MI 48843  
Phone 517-546-0040 Fax 517-545-9658  
Web Site: [www.livgov.com/drain](http://www.livgov.com/drain)

## Memorandum

**To:** Livingston County Board of Commissioners  
**From:** Ken Recker  
**Date:** 5/11/2020  
**Re:** Michigan Department of Energy, Great Lakes, and Environment (EGLE)  
Audit of Soil Erosion and Sedimentation Control Program Update

Honorable Commissioners:

In August of 2019 our office reported to you regarding a proposed response to the States notice finding certain aspects of the Soil Erosion and Sedimentation Control Program deficient. Following our formal submittal to the State on August 23, 2019, the State requested a meeting to review items in our response in January of 2020.

A follow up audit meeting with EGLE staff occurred on February 11, 2020. The purpose of the meeting was to discuss our response letter from August 23, 2019, and topics that EGLE determined were not properly addressed from our office. After the meeting, EGLE staff stated that they would send us a summary of conclusions and additional documentation needed prior to finalizing the audit. The results of the meeting were summarized in an email from EGLE sent to our staff on February 21, 2020. The summary email is included as attachment 1.

### **Inspections (Item 1 of EGLE email summary):**

As discussed previously, inspection frequency is most significant of EGLE concerns. The minimum inspection frequency listed in guidance documents provided by the state is once per month. There is no statutory basis for this requirement.

The Livingston County Drain Commissioner has approximately 1,878 open sites as of February 18, 2020. A minimum of 1 inspection per month would result in fees for permits more than tripling from that approved last year. In our opinion, this frequency is also not necessary for each site depending on conditions.

During the 2019 audit, and discussion on February 11, 2020, staff re-indicated to EGLE that inspections are prioritized based on the type of permit and site conditions. EGLE indicated that developing a prioritization matrix is still an acceptable alternative, but our proposed prioritization must be approved by the state. As part

of our response to the audit summary email, we are proposing a revised inspection schedule, whereby sites with higher erosive risk are inspected more frequently, and sites with reduced erosive risk are inspected less frequently. However, our prioritization schedule will still not allow all sites to achieve the states minimum monthly inspection guidance. Thus, we anticipate further discussions with the state regarding acceptable inspection frequency.

#### **Permits (Item 2 of EGLE email summary):**

At the time of our meeting on February 11, 2020, EGLE believed that our individual residential permits are being issued in addition to an overarching commercial within our residential developments. Within the audit summary it is stated that there cannot be two SESC permits covering the same area. EGLE staff provided transfer forms developed by the state which allow our current permitting process to be in compliance if utilized.

Our office plans to include the form as a pre-requisite item prior to permit issuance in residential developments. The transfer form will not need to be used in all permitting situations, but will be utilized to return the program to compliance.

#### **Applications (Item 3 of EGLE email summary):**

The 2019 audit findings indicated that our application requirements in Part 91 and the states administrative rules under Part 17. Soil Erosion and Sedimentation Control statute were not met. Changes have been made to the application since our response submitted on August 23, 2019, which brings our application forms into compliance.

#### **SESC Plans (Item 4 of EGLE email summary)**

The 2019 audit findings indicated that some SESC plan requirements were not met, specifically on residential site plans.

EGLE requirements that are typically missing from residential plans:

- Map of existing topography
- Map of predominant land features
- Legal description of site
- Soil erosion measure installation instructions
- Construction timing and sequence

Unless we choose to confuse residents attempting to navigate the permitting process for home improvements, the burden of acquiring the state required information for site plans will fall to my staff. All additional items needed to fulfill the SESC plan requirements for residential sites will result in the addition of 5 sheets of paper to submitted plans. This will increase estimated wait time by 10 to 15 minutes per customer by creating longer intake, review, and scanning time.

All supplemental documents will be incorporated into the overall site plan after being scanned into our permitting system (BS&A). After the site plan is reviewed by a qualified LCDC inspector, an email will be sent to the applicant which contains a review letter and all site plan documents.

These proposed changes would be acceptable to EGLE.

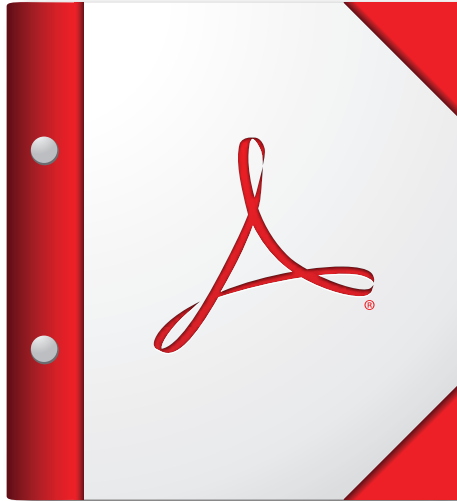
### **Compliance and Enforcement (Item 6 of email summary)**

It is my opinion that many of the auditor's concerns regarding the conditions on construction sites were rooted in a lack of understanding of construction process, which resulted in unrealistic expectations for site conditions. The state has asked that our procedures for compliance and enforcement be outlined in an enforcement matrix. This matrix is meant to indicate the different routes of enforcement (when does a violation notice become a second violation notice, when to stop work, when to refer the site for tickets, *etc.*). While consistency in handling violations is important, it is also crucial to understand that each construction site has a variety of different conditions.

As part of our response to the audit summary email, we are proposing an enforcement matrix to the state, which will indicate enforcement procedures for the county. However, our enforcement matrix indicates that the severity of enforcement may change based on additional criteria (such as contractor response, resource at risk, site conditions, or repeated issue)

If you have any questions regarding this memorandum feel free to contact us.

Attachments (2)



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**Get Adobe Reader Now!**





**BRIAN JONCKHEERE**  
**Livingston County Drain Commissioner**  
2300 E. Grand River Ave., Suite 105, Howell, MI 48843  
Phone 517-546-0040 / Fax 517-545-9658  
[www.livgov.com](http://www.livgov.com)

May 11, 2020

Danielle McLain  
Environmental Quality Analyst  
Lansing District Office  
EGLE Water Resources Division  
517-899-7034  
[mclaind2@michigan.gov](mailto:mclaind2@michigan.gov)

RE: Response to Audit Review Follow Up Email

Dear Mrs. McLain,

The Livingston County Drain Commissioner (LCDC) received an email response dated February 21, 2020 from EGLE regarding the County Enforcing Agency (CEA) program administered by the LCDC under Part 91 of NREPA. Enclosed with this letter is the information requested in the email, including a description of activities undertaken in response to the audit and supporting documentation.

If you have questions or require additional information, please contact me.

Sincerely,

---

Mitch Dempsey  
Environmental Projects Manager  
[mdempsey@livgov.com](mailto:mdempsey@livgov.com)  
517-552-6910

cc: Brian Jonckheere, Drain Commissioner  
Ken Recker, Chief Deputy Drain Commissioner  
Michelle Larose, Deputy Drain Commissioner

Livingston County Drain Commissioner  
Response to February 21, 2020 Audit Review Follow Up Email  
Regarding CEA SESC Audit – VN – 009649

Below is the detailed response to the Audit Review Summary email sent on February 21, 2020 received by the Livingston County Drain Commissioner's office regarding the CEA Part 91 audit.

GENERAL (comments in EGLE email dated 2/21/2020)

- *EGLE provided the recommended inspection frequency guidance to use to create a suitable inspection frequency schedule for the county's priority inspection chart. Sites should be inspected on a minimum of a monthly basis and we recommend more frequently if warranted by factors such as site conditions or complaints. There was some indication that additional funding may be needed to reach this number of inspections, if changes will be needed to complete this, please let EGLE staff know of the changes. **Additionally, please provide the updated prioritization matrix for the county CEA (Due by June 22, 2020).***

Prioritization Matrix is located in Attachment A.

The Matrix submitted in Attachment A is an adequate change in inspection frequency that allows more oversight on high priority sites. Adding the enforcement matrix may also help with non-compliant sites which generate more inspection time due to continuing violations. In our opinion, a 1 inspection per month frequency is not necessary for each site depending on conditions and would result in County SESC permit fees **more than tripling** if implemented.

- *Permits: At the time of our meeting, individual residential permits were being issued in addition to an overarching commercial permit for the areas. There cannot be two SESC permits covering the same area. To combat this, Part 91 provides a transfer form that gets filed by the current property owner prior to the transfer occurring. Permittees must use the EGLE Transfer Forms for this activity. EGLE staff provided the transfer forms for reference during the meeting. **Please provide plans and steps to utilize the transfer forms as required by Part 91.** Additionally, under permits, we discussed the county ordinance and county Administrative Rules for SESC measures. Within both, there were some items that may or may not be necessary. Specifically, Part 91 does not require the issuance of SESC permits for construction sites within 500 feet of wetlands and this requirement may add additional cost and inspection burdens to the county for training (to identify wetlands) and for additional inspections. Also within the ordinance and Administrative Rules is the requirement that commercial SESC permits cannot be closed out outside of an April-October (growing season) timeline. Based on the meeting it appears that the 2004 ordinance may be opened, and the Administrative Rules revised, to make some modifications and potentially remove unnecessary constraints. **If changes are proposed to the ordinance, please provide a copy of the draft ordinance and finalized ordinance to EGLE through Miwaters. Otherwise, please confirm that the County will adhere to the ordinance and***

***Administrative Rules as written (Submit via MiWaters around July 1, 2020). We can discuss this date***

Our office plans to include the state provided notification of transfer of obligations form as a pre-requisite item prior to single lot residential permit issuance within residential developments. Applications and site plans submitted that would require this form will be pending unless a completed notification of transfer of obligations form is received. These changes will impact the developers and home builders of Livingston County.

Regarding the issuance of SESC permits for construction sites within 500 feet of wetlands. If we do not track these earth disturbances it would make it difficult for us to follow-up on erosion complaints, as it would provide decidedly less authority to enforce statutory regulations and would have the unintended consequence of raising permit fees substantially.

Any changes to the SESC County Ordinance and County Administrative Rules must be approved by the County Board of Commissioners. While our office can agree that updates to 2004 ordinance can be helpful, the July 1, 2020 deadline is not enough time to develop a new ordinance with required approvals. We wish to obtain approval on the program changes currently proposed from the audit prior to development of a new ordinance. Feedback from our office staff and inspectors on the performance of the modified SESC program will help refine an updated ordinance.

- *SESC plans are required to have installation instructions on or attached to them. Please provide an explanation for how this will be achieved from here on. Additionally, approved plans shall be returned to permittees so that they have a copy of the final approved plan. **Please provide an explanation for how this will be achieved from here on. (Due via MiWaters by March 20, 2020).***

The installation instructions were specifically missing from our residential permits. LCDC is adding installation instructions on supplemental SESC site plan documents to return them to compliance. (Attachment B, example of installation instructions)

These supplemental documents will be incorporated into an attachment within into our reporting system (BS&A). After the full site plan is reviewed by a qualified LCDC inspector, an email will be sent to the applicant which contains the review letter and full site plan containing the installation instructions.

- *Compliance and Enforcement: Based on a review of the compliance and enforcement procedures for the county, EGLE staff determined that the procedures for compliance and enforcement need further clarification/details (i.e. when does a violation notice become a second violation notice, when to stop work, when to refer the site for tickets, etc.). **Please develop a separate compliance and enforcement procedure and provide that through MiWaters (Due by March 20, 2020).** This procedure will help ensure consistency in the handling of violations.*

Enforcement Matrix is located in attachment C.

The counties enforcement matrix is meant to indicate the different routes of enforcement. (when does a violation notice become a second violation notice, when to stop work, when to refer the site for tickets, etc.).

While consistency in handling violations is important, it also crucial to understand that each construction site has a variety of different conditions where the severity of enforcement may change based on additional criteria (such as contractor response, resource at risk, site conditions, or repeated issue)

# **Attachment A**

## LIVINGSTON COUNTY SESC INSPECTION PRIORITIZATION MATRIX

Priority	Inspection Frequency	Description/Conditions
<b>High</b>	Before Permit Issuance Before Permit Termination When Complaint is Received Once Per Month After Rain Event	Greater than 1 acres of disturbance Site Within 500 feet of surface water
<b>Moderate</b>	Before Permit Issuance Before Permit Termination When Complaint is Received Once Every 3 Months	Disturbance Less than 1 acre Site Within 500 feet of surface water
<b>Low</b>	Before Permit Issuance Before Permit Termination When Complaint is Received	Disturbance Less than 600 Square Feet
<b>Very Low Priority</b>	When Complaint is Received	Disturbance Less than 225 Square Feet
Priorities may change based on additional criteria (such as soil type, slope, impacted area, weather conditions, or past performance of permittee)  Sites w/ critical slopes may require a higher inspection frequency depending on soil types  SESC Inspector has the ability to increase the inspection frequency if necessary		

# **Attachment B**



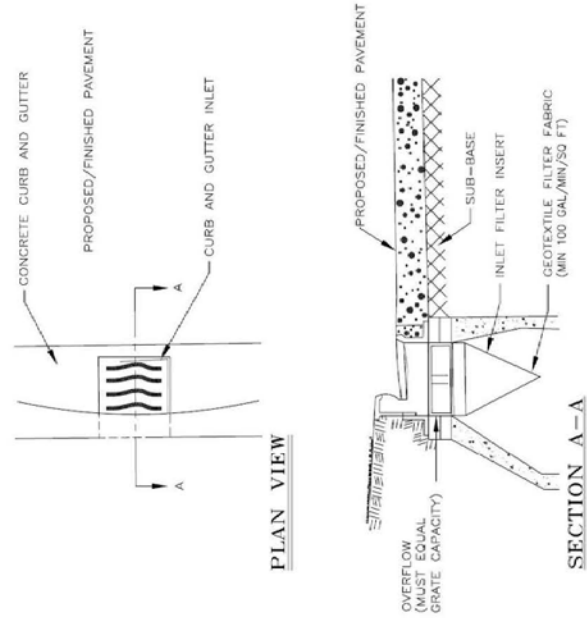
# Livingston County Drain Commissioners Office Soil Erosion and Sedimentation Control (SESC) Division

## Installation Instructions

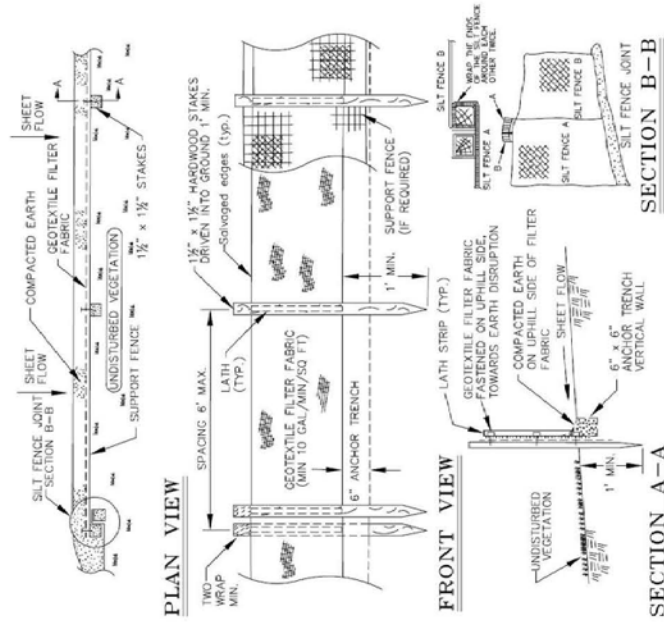
### SILT SACK OR APPROVED EQUAL CURB AND GUTTER INLET FILTER

#### STANDARD CONTROL YEAR ROUND OR WINTER USE

APPROVED FOR USE DURING WINTER MONTHS OR IN AREAS THAT MAY BECOME A SAFETY HAZARD DUE TO FLOODING OR FREEZING



### 36" SILT FENCE STANDARD CONTROL



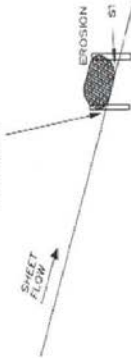




## Installation Instructions

2% GRADE MAXIMUM SLOPE AS AN ALTERNATIVE FOR 24" SILT FENCE

A diagram showing a cross-section of a field. A row of stakes is indicated by a line of small circles. An arrow points to one of the stakes with the label "STAKES". Another arrow points to the area between the stakes with the label "ROW". A third arrow points to the ground surface with the label "EROSION EEL™". The ground surface is depicted with a hatched pattern.



PLAN VIEW

# **Attachment C**

## LIVINGSTON COUNTY SESC ENFORCEMENT MATRIX

Notice Type	Situations to Use	Documentation
<b>Direct Contact</b>	Earthwork without required permit. Minor SESC Maintenance issues.	Document issues and contact.
<b>Inspection Report</b>	Minor SESC Maintenance issues. Potential SESC issues.	Document issues and send report. Schedule reinspection.
<b>Violation Notice</b>	Expired Permit Failure to install/maintain required SESC measures. Earthwork beyond the scope of the permitted project. Failure to obtain required permit after notification.	Double fees if not renewed within 30 days of expiration. Document issues and send violation notice. Add reinspection fee. Schedule reinspection. Document issues and send violation notice. Double fees.
<b>Second Notice</b>	SESC issuance hold.	Document issues and send violation notice. Add reinspection fee. Schedule reinspection.
<b>Third Notice</b>	Issue stop work order and request inspection hold from other agencies. Apply cash bond requirement on all future SESC issuance from our office.	Document issues and send violation notice. Add reinspection fee. Schedule reinspection.
<b>MCI Ticket</b>	Egregious violations of regulations - prior enforcement steps skipped. Disregard for prior enforcement measures with continued non-compliance.	Document issues and issue ticket. Add \$250.00 fine. Schedule reinspection.
<b>MCI Citation</b>	Egregious violations of regulations - prior enforcement steps skipped. Disregard for prior enforcement measures with continued non-compliance.	Document issues and issue citation. Schedule court appearance. Fine of \$1000.00 or as court orders. Schedule compliance inspection based on court determination.
Severity of enforcement and notice step may change based on additional criteria (such as contractor response, resource at risk, site conditions, or repeated issue)		
Stop Work Order is a notice type that can also be issued at any time based on the severity of enforcement.		
If regulated wetlands are impacted, EGLE will be notified		

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution Authorizing an Agreement to Participate in Mutual Non-Congregate Housing for Livingston County First Responders and Authorizing an Agreement with North Star Reach Campground to Provide Non-Congregate Sheltering Services for Livingston Co First Responders - Emergency Management**

**WHEREAS,** Livingston County first responders, healthcare workers or other essential employees may be exposed to Coronavirus Disease 2019 (COVID-19) in the performance of their duties, and,

**WHEREAS,** Livingston County first responders healthcare workers or other essential employees that may contract or be exposed to the COVID 19 virus may choose to participate in quarantine or isolation utilizing a non-congregate sheltering option to protect their families, the public, and vulnerable persons they may otherwise come into contact with from contracting the COVID 19 virus; and

**WHEREAS,** Recognizing this issue, local response agencies, jurisdictions, Emergency Management, and the Livingston County Health Department have taken steps to identify lodging accommodations for County and other participating local governmental first responders, healthcare workers or other essential employees who have contracted COVID-19 but do not need treatment in hospitals or quarantined either because they have been exposed to persons with COVID-19 or they have family members or other cohabitants in high risk groups who need to be protected from exposure to COVID-19; and,

**WHEREAS,** The North Star Reach Campground, in Putnam Twp has a facility able to support the needs of potentially ill or exposed responders/healthcare workers/essential employees in a non-congregate setting and the owner has agreeded to house Livingston County and other participating municipal employees who meet the above criteria and are in need of isolation or quarantine; and

**WHEREAS,** North Star Reach Campground located at 1200 University Camp Dr., Pinckney, MI 48169, submitted a retainer price for lodging rental at the rate of \$250 per month for facility use and \$60 per day per person for lodging. The County and other participating municipalities would also be responsible for attendant costs of actual lodging and comprehensive clean up when the lodgers move out. These fixed costs would be shared on a participatory basis, and,

**WHEREAS,** A Memo of Understanding has also been drafted for Livingston County and local response agencies and jurisdictions to allocate the costs between the agencies and jurisdictions who actually utilize the North Star Reach Campground facility, and,

**WHEREAS,** Funding will be requested through the General Fund and expenses may be reimbursable up to 75% as protective measures through FEMA Public Assistance Category B if properly documented and if FEMA agrees that the facility use has met their reimbursement criteria for non-congregate sheltering.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with North Star Reach Campground for First responder non-congregate sheltering at the retainer rate of \$250 per month for facility use and \$60 lodging per night per responder, and other costs set forth in the agreement which may be allocated amongst the jurisdictions and agencies utilizing the shelter for the period of May 6, 2020 through December

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31, 2020, with the ability to review for continuation every 30 days once the non-congregate shelter is utilized by responders for services described above.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorize entering into an agreement with other local area governmental entities to also participate in mutual non-congregate housing with the understanding that fixed or common costs associated with such lodging be allocated equitably based on actual use.

**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:

**AGREEMENT REGARDING PARTICIPATION IN MUTUAL  
NON-CONGREGANT HOUSING FOR RESPONDERS AND HEALTHCARE AND CERTAIN  
CRITICAL INFRASTRUCTURE WORKERS**

This is an Agreement ("Agreement") between Livingston County, the Livingston County Sheriff, the Livingston County Health Department, Hamburg Township, Howell Area Fire Authority, Brighton Area Fire Authority, the City of Brighton, the Village of Fowlerville, Fowlerville Fire Authority, Putnam Township, the Village of Pickney, Hartland Area Fire Authority, Unadilla Township, Green Oak Township the (the "Jurisdictions" or "Participating Jurisdictions") and those future jurisdictions which may elect to participate pursuant to the terms of this Agreement (collectively "the Parties") to provide for, and to allocate responsibility for individual and shared expenses relating to a leased non-congregant housing facility to house responders, healthcare and/or certain critical infrastructure workers of the Parties in response to the COVID-19 public health emergency.

**WHEREAS**, on March 10, 2020 the Governor of the State of Michigan declared a State of Emergency due to the COVID-19 epidemic, invoking the emergency powers of the Governor under MCL 30.403 (4) and MCL 10.31 (1), concurrently issuing Executive Order 2020-4 to implement the declared State of Emergency in the State of Michigan; and,

**WHEREAS**, the Parties enter into this Agreement by authority of MCL 30.410 (2), to provide mutual aid and shared resources during times of emergency, including emergencies declared by the Governor; by authority of the Urban Cooperation Act, MCL 124.501, et seq; and, the authority to contract with a governmental agency granted by the Public Health Code at MCL 333.2435 (c); and,

**WHEREAS**, pursuant to the terms of the attached agreement with North Star Reach ("Facility Agreement"), the Parties have secured use of a non-congregant housing facility ("Facility") to provide lodging, isolation and quarantine of the responders, healthcare or certain critical infrastructure workers employed by the Parties who require isolation and quarantine resulting from the public health emergency including those who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals); those who have been exposed to COVID-19 who do not require hospitalization; and asymptomatic individuals needing social distancing as a precautionary measure; and,

**WHEREAS**, non-congregate sheltering of certain of the Parties' responders, healthcare and/or certain critical infrastructure workers who require isolation is determined necessary by the appropriate State and Livingston County public health officials and is not duplicated by another federal agency; and,

**WHEREAS**, no new or separate legal or administrative entity is created to administer the provisions of this Agreement; and,

**NOW THEREFORE**, the Parties agree as follows:

- 1.** By execution this Agreement the Parties here agree to be bound by the terms of the Facility Agreement between Livingston County and North Star Reach dated \_\_\_\_, 2020 and to be bound by the terms thereto as to the individual responsibilities. This Agreement specifically references said Facility Agreement, and all amendments and is here incorporated fully by this reference.
- 2.** Upon approval by Livingston County Board of Commissioners, jurisdictions may execute this Agreement in the future in order to participate in the Facility Agreement and mutual activities described in this Agreement. Upon such execution this Agreement shall be applicable by and among such future participating jurisdictions and all existing Parties hereto without the need for further amendments to this Agreement or to the Facility Agreement.
- 3.** The current and future Parties to this Agreement will use the Facility subject to, and in a manner consistent with, the terms of the Facility Agreement, which shall be attached to and is incorporated here by reference.
- 4.** In addition to the services provided by the Owner under the Facility Agreement, Livingston County will provide to the Facility Retention Fees, and coordinate Final Cleanup contractor services. The County and the Participating Jurisdictions may also elect to provide, either individually or jointly (upon agreement of the Parties): food delivery, on-site security or other services to the occupants. Individual Participating Jurisdictions shall, at the end of the Term, be invoiced by the County for its individual pro-rata portion of these expenses and any other common expenses incurred based upon the share of the occupancy of the individual Participating Jurisdiction during the term of the Agreement. Participating Jurisdictions shall tender all payments due the County within fourteen (14) calendar days of County's invoice. The Participating Jurisdiction may request supporting documentation supporting such invoice.
- 5.** Each individual Participating Jurisdiction shall be invoiced by the Owner the Per Occupant Fee which is the sole responsibility of the employing Participating Jurisdiction. Participating Jurisdictions shall tender all Per Occupant Fee payments due the Owner within fourteen (14) calendar days of Owner's invoice.
- 6.** Each individual Participating Jurisdiction shall be solely responsible to authorize, and place any limitations it deems appropriate at to the duration or terms of the approval, for the responders, healthcare or certain critical infrastructure workers employed by it and who are authorized to be lodged at the Facility. Each individual Participating Jurisdiction shall be solely responsible to provide case management and medical care to its employed occupants during all times that they are assigned to and in residence at the Facility.
- 7.** Each individual Participating Jurisdiction agrees to abide by procedures concerning the operations of the Facility regarding such matters as the process

and timing of intake for occupants of the Facility, and other similar matters as may be adopted by the Owner or the Health Officer, from time to time.

- 8.** This Agreement does not create a lease or residential tenancy between the Facility, Livingston County, the individual Participating Jurisdictions or any of its occupants. All occupants must vacate the Facility by the end of the Term or when directed by the County.
- 9.** Each Participating Jurisdiction is responsible for their own costs, expenses, and performance related obligations whether or not the transactions were contemplated by this Agreement. This Agreement does not create any form of partnership nor create joint or several liability relationships with the County or any Participating Jurisdiction.
- 10.** The County and each Participating Jurisdiction are public municipal entities entitled to protections of governmental immunity under applicable law. It is specifically understood and agreed to that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: an express or implied waiver by the County or Participating Jurisdiction of governmental immunity or of its state governmental immunity; an express or implied acceptance by the County or Participating Jurisdiction of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; a pledge of the full faith and credit of a debtor contract; or, as the assumption by one party of a debt, contract, or liability of the other party.
- 11.** In no event shall either any party to this Agreement be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party.
- 12.** Any party may withdraw from this agreement with a 14-day written notice, for any reason. The County may terminate this agreement with a 14-day written notice, for any reason. A withdrawal or termination shall not release or waive the Participating Jurisdictions' responsibility for debts, liabilities or fees incurred or arising prior to the withdrawal or termination.
- 13.** The Parties shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Elliott-Larsen Civil Rights Act, 1975 PA 453 amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended; Section 504 of the Federal Rehabilitation Act of 1973 as amended, P.L. 93-112, 87 Stat 355 as amended, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA § 12101 et seq), as amended, Title IX of the Education Amendments of 1972 (P.L. 92-318), and



the Regulations of the Department of Education which implement those Acts, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement.

14. This Agreement will be governed by the laws of the State of Michigan. Venue shall be Livingston County, Michigan.
15. No Party will assign this Agreement without the prior written consent of the other.
16. This Agreement does not create any third party liability, nor does it create any third party beneficiaries.
17. The invalidity of any provision of this Agreement will not affect the validity of any other provisions.
18. This Agreement is the complete and integrated understanding of the parties concerning its subject matter and may not be amended without the express written agreement of the Parties. No Facility room may be used for any purpose other than as permitted by the Facility Agreement.
19. The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.
20. **Signatures:** The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official, or agency.



U.S. Department of Homeland Security  
536 S. Clark St. 6<sup>th</sup> Floor  
Chicago, IL 60605

**FEMA**

May 1, 2020

Captain James Grady  
Assistant Commander  
Emergency Management and Homeland Security Division  
Michigan State Police  
P.O. Box 30634  
Lansing, Michigan 48909

Dear Captain Grady:

This is in response to your letter dated April 30, 2020 requesting FEMA approval for emergency non-congregate sheltering activities under the Public Assistance (PA) program. Specifically, your letter requests approval for non-congregate sheltering within Livingston County.

In accordance with section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the referenced Coronavirus Disease 2019 (COVID-19) emergency, at the direction or guidance of state, local, tribal, and territorial public health officials, may be reimbursed under Category B of FEMA's PA program if necessary to save lives, protect improved property, or public health and safety, and/or lessen or avert the threat of catastrophes.

Based on my review of your request and supporting documentation, I am providing a conditional approval of your request for emergency, non-congregate sheltering, which will be implemented by Livingston County pursuant to the Livingston County Health Officer's order dated April 28, 2020.

My approval of Livingston County's request for emergency non-congregate sheltering is subject to and conditioned by the following:

FEMA will reimburse costs associated with the sheltering of individuals to include those who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals); those who have been exposed to COVID-19 and do not require hospitalization; and asymptomatic high-risk individuals needing social distancing as a precautionary measure, such as people over 65 or with certain underlying health conditions (respiratory, compromised immunities, chronic disease). Sheltering specific populations in non-congregate shelters should be determined by a public health official's direction or in accordance with the direction or guidance of health officials by the appropriate state or local entities.

My approval does not include the reimbursement of costs for the sheltering of asymptomatic individuals that are not among the populations specifically identified in the previous paragraph, without additional state or local public health official's direction or guidance.

FEMA may provide funding for eligible costs for the establishment of non-congregate sheltering as outlined above in 30 days increments until there is no longer a public health need per the County's Health Officer. The County will need to provide a re-assessment at each 30-day interval that includes the

County Health Officer's certification that a threat to lives, public health, or safety still exists, and that continuing non-congregate sheltering eliminates or lessens the threat.

This letter does not approve or obligate specific funding, but rather is approval of specific activities in advance of the grant formulation and reimbursement process. Funding requests will be subject to all elements of Public Assistance program eligibility guidance.

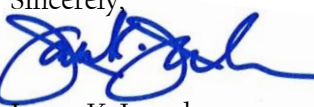
The County must follow FEMA's Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance and include a termination for convenience clause in its contracts for sheltering and related services, such as food, security, wrap around services, and care for those with disabilities or access and functional needs.

FEMA will not approve PA funding that duplicates funding by another federal agency, such as Housing and Urban Development or the Centers for Disease Control and Prevention (CDC), U.S. Department of Health and Human Services.

The County must comply with, and enable FEMA to comply with, applicable environmental and historic preservation laws, regulations, and executive orders or funding may be jeopardized.

Additionally, they will need to maintain tracking mechanisms to provide sufficient data and documentation to establish the eligibility of costs for which it is requesting PA funding (including the need for non-congregate sheltering of each individual, length of stay, and costs). As with any activity, lack of sufficient support documentation may result in FEMA determining that some or all of the costs are ineligible.

For more information on the implementation of the non-congregate sheltering, please contact my Recovery Director, Fred Kaehler at [Fredric.Kaehler@fema.dhs.gov](mailto:Fredric.Kaehler@fema.dhs.gov) or call at 312.718.6459.

Sincerely,  
  
James K. Joseph  
Regional Administrator

**Amenities and cost for sheltering Livingston Co First responders  
North Star Reach Campgrounds**

- North Star Reach is willing to have our facility be considered for use as a quarantine/isolation site or for other emergency housing needs that arise
- The facilities include a large dining room space with table and chairs and access to a commercial kitchen, sleeping and bathing accommodations (including toilet paper), fitted bottom sheets for all twin sized mattresses, access to a trash dumpster, Wi-Fi service in all buildings, telephone (VoIP) in main buildings, gated entry requiring a code for vehicle access and 3 sets of laundry washers and dryers (not coin operated).
- The sleeping accommodations include: 2 bunkhouses with 8 bedrooms each (able to house 3 people each with a private toilet and shower in each room), 4 two bedroom and 2 one bedroom apartments (1 queen or 2 twin beds and private showers and toilets for each bedroom), 12 cabins that can house up to 14 people with two bathrooms (each bathroom contains 2 showers, 2 toilets and 2 sinks) in each building.
- The cost for use of the facility is \$250 per month for 1 or more guests and \$60 per person/per night.
- Additional expectation would be professionally cleaning provided by the renter at a minimum after the last guest leaves and at desired intervals during long-term use
- Food service is not included and may be available for an extra cost or can be brought in/prepared on site by your staff/vendor
- Guests will need to bring pillows, top sheets and blankets, towels and shower soap/toiletries
- Information Provided by Owner:  
Doug Armstrong  
CEO and Founder  
674 S. Wagner Road  
Ann Arbor MI 48103  
Office 734.680.8744  
Direct 734.680.8743  
Fax 734.961.4163  
[doug@northstarreach.org](mailto:doug@northstarreach.org)  
[www.northstarreach.org](http://www.northstarreach.org)

Last updated 4-28-2020



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF EMERGENCY MANAGEMENT**

1911 Tooley Rd Howell, MI 48855  
Phone 517-540-7926 Fax 517-546-6788  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Therese CremonTE, Emergency Management Coordinator**  
**Date: 05/06/2020**  
**Re: Livingston County Participation in in MOU for  
Non-Congregate Sheltering for First Responders**

This resolution is to request the support of the Livingston County Board of Commissioners for Livingston County responders to participate in the MOU for all Livingston County First Responders to share in non-congregate sheltering at the North Star Reach Campground, located at 1200 University Camp Dr. Pinckney, MI 48169 in the event they become infected with the Coronavirus Disease 2019 (COVID-19). This action would be to quarantine the responder and thereby protect their families, the public, and vulnerable persons they may otherwise come into contact with.

Each response agency would be responsible for the cost of the personnel utilizing the site. This would become a cost share initiative between Livingston County response agencies and jurisdictions. There would be an approval process that each responder would conduct with their own agency and jurisdiction prior to taking refuge at the North Star Reach.

The cost schedule for each responder would be \$60.00 per night with a camp facility rental of \$250.00 per month. The monthly rental will be split between the agencies and jurisdictions utilizing the camp during the month being charged.

There are laundry facilities available on site, a large kitchen facility, garbage collection area, and the ability to provide independent rooms for those infected to convalesce. Bottom linens are provided for all beds, but other linens, towels and toiletries will need to be provided by the responder. The facility will provide toilet paper. Canteining will be the responsibility of the responder's agency and jurisdiction. If needed, this may be done jointly and added to the cost share component.

If utilized for the COVID 19 event as a protective measure, the cost per jurisdiction may be reimbursable through FEMA Public Assistance, Category B for up to 75% with a 25% match if properly documented and reported.

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 the JAG Grant Purchase of Night Vision Equipment - Sheriff**

**WHEREAS,** resolution 2019-08-120 authorized Justice Assistance Grant (JAG) program funding in the amount of \$350,000; and

**WHEREAS,** in the FY20 grant application, the Sheriff's Office had to articulate the need for the night vision equipment; and

**WHEREAS,** upon approval of the FY20 JAG approval, the Sheriff's Office was locked into purchasing these or similar items (not to exceed \$100,000); and

**WHEREAS,** this new night vision equipment will ensure officer and community safety and have capabilities that will allow officers to see the precise location of other officers, allowing hands free, completely silent communications during an operation; and

**WHEREAS,** RFQ-LC-20-06 was completed with proposals from eight (8) bidders on or before the April 30,2020 due date; and

**WHEREAS,** based on the evaluation, the only bidder to meet all specifications, therefore being recommended for award of the night vision equipment, is Elbit Systems of America (Night Vision, LLC) with pricing as follows:

Night Vision Equipment	
BNVD Model NE5032	\$76,698.00
Wilcox Model NE7030	\$18,300.00
TOTALS	\$94,998.00

**WHEREAS,** after this purchase, the amount remaining from the grant award (\$5,002.00) will be utilized for scopes that are compatible with night vision equipment.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the purchase of the night vision equipment utilizing JAG Grant funds in the amount of \$94,998 as described above.

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

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MOVED:  
SECONDED:  
CARRIED:

RESOLUTION

NO: 2019-08-120

LIVINGSTON COUNTY

DATE: August 26, 2019

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**Resolution Authorizing the Sheriff's Office and the County of Livingston to Apply for FY 2020 Byrne Justice Assistance Grant - Sheriff**

**WHEREAS,** the Livingston County Sheriff's Office wishes to enter an application into the FY2020 Byrne Justice Assistance Grant, through the Michigan State Police, under the Technology Enhancement Projects section; and

**WHEREAS,** the purpose of the grant is to acquire funding to make technology enhancements to the Sheriff's Office through the purchase of new equipment and software; and

**WHEREAS,** the state funding are a one-time funds that do not require any County matching or cash match funds; and

**WHEREAS,** the County of Livingston will be applying to receive up to \$350,000 in reimbursement funds from the State of Michigan, through the Byrne Justice Assistance Grant.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the Sheriff's Office to apply and if awarded enter into contract with the State of Michigan, for the Byrne Justice Assistance Grant wherein Livingston County could receive a maximum of \$350,000 in State reimbursement funds effective October 1, 2019 through September 30, 2020.

**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts, agreements, amendments and support documents related to the 2020 Byrne Justice Assistance Grant upon review by Civil Counsel.

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendment necessary to effectuate this \$350,000 grant award.

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MOVED:  
SECONDED:  
CARRIED:





**Bid Synopsis  
For  
Night Vision Equipment**

Solicitation: RFQ-LC-20-06	RFP Issued & Publicly Posted: 04/14/2020
RFP Due Date: 04/30/2020	Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
Proposals Received: 9	

Justice Assistance Grant (JAG) program funding was awarded to the Sheriff's Department. In addition to funding received for the MILO Range Training Simulator submitted for Board review previously, \$100,000.00 was awarded specifically for the purchase of night vision equipment. See Appendix 1 for the JAG grant language.

The process for this Request for Quotes has been completed. Below is a recap of the bid evaluation.

Proposals were received from the following bidders on or before the April 30, 2020 due date:

- Adorama
- ANVS, Inc.
- Elbit Systems of America
- Kiesler Police Supply (submitted 2 quotes)
- MaxaVision
- Michigan Police Equipment
- Night Vision Devices, Inc.
- US Night Vision Corp.

Below is a summary of the evaluation of each bidder:

Adorama

Adorama offered the ATN PS15-3 in response to bid item #1. This device did not meet specifications as follows: white phosphorus was not indicated, helmet mount is a strap over the helmet. The Pulsar Phantom offered for bid item #2 did not offer an extended focus lever, and no (moon) range was listed; therefore, it did not meet specifications. Adorama total bid price \$52,421.30 (Item #1 = \$47,796.30; Item #2 = \$4,625.00).

ANVS, Inc.

The BNVD night vision binocular offered by ANVS, Inc. did not meet specifications as follows: helmet mount was listed as an optional accessory, but not quoted as requested; no white phosphor was mentioned. ANVS offered the AGM Comanche 40 for item #2. No extended focus lever was offered, and no range (moon) was listed for item #2. ANVS total bid price \$72,032.00 (Item #1 = \$62,793.00; Item #2 = \$9,239.00).



### Elbit Systems of America (Night Vision, LLC)

Elbit Systems offered the BNVD Model NE5032 in response to item #1, and the Wilcox Model NE7030 in response to item #2. Both items met all specifications.

Elbit Systems total bid price \$94,998.00 (Item #1 = \$76,698.00; Item #2 = \$18,300.00).

### Kiesler Police Supply

Kiesler submitted two separate bids, one for Night Vision Devices, and the other for US Night Vision Devices:

Night Vision Devices: The BNVD binocular was quoted with standard accessories; helmet mount was listed as an optional accessory. The PVS-30 offered no extended focus lever. Total bid price \$97,991.70 (Item #1 = \$75,318.30; Item #2 = \$22,673.40).

US Night Vision Devices: The F5032 did not meet specifications for item #1, as no helmet mount and no white phosphorus was noted. The PVS-22 offered for item #2 did not offer an extended focus lever and no testing on 50 caliber rifles.

Total bid price \$116,788.44 (Item #1 = \$99,679.14; Item #2 = \$17,109.30).

The Kiesler bids were the 2<sup>nd</sup> and 3<sup>rd</sup> highest cost.

### MaxaVision

The PRG Defense Osprey 40 offered for item #1 did not provide an extended focus lever, there was no mention of testing on 50 caliber rifles, and no mention of (moon) range; therefore it does not meet specifications. The NVG-50 has low battery life without an extended battery pack, and there was no mention of white phosphor technology.

MaxaVision total bid price \$81,320.00 (Item #1 = \$73,350.000; Item #2 = \$7,970.00).

### Michigan Police Equipment

Michigan Police Equipment did not bid on Item #1. It is not in the best interest of the County to execute separate awards for items #1 and #2. The RFQ clearly stated no partial awards would be considered. Therefore, the bid is declined.

### Night Vision Devices, Inc.

Night Vision Devices, Inc. offered the BNVD white phosphor binocular in response to bid item #1. This device did not meet specifications as follows: no helmet mount listed, no standard accessory kit. The PVS-30 offered for bid item #2 did not offer an extended focus lever.

Night Vision Devices, Inc. total bid price \$80,014.00 (Item #1 = \$21,460.00; Item #2 = \$21,460.00).



US Night Vision Corp.

The Elbit Model f5032 offered by US Night Vision Corp. does not appear to be quoted with a helmet mount, as specific in the RFQ. The Knights PVS-30 offered for item #2 does not offer an extended focus lever.

US Night Vision Corp. bid was the highest cost with a total bid price \$121,640.00 (Item #1 = \$97,200.00; Item #2 = 24,404.00).

Based on this evaluation, Elbit Systems of America (Night Vision, LLC) is recommended for award of the night vision equipment as the only bidder meeting all specifications. After this purchase, the amount remaining from the grant award (\$5,002.00) will be utilized for scopes that are compatible with the night vision equipment.



## APPENDIX 1

### **Justice Assistance Grant (JAG) language:**

Night Vision Equipment - The Sheriff's Office is currently in possession of the first generation night vision goggles that were issued to U.S. Combat Forces in the mid 1980's, which were obtained through the U.S. Military 1033 Program. This equipment is no longer serviceable due to age and deterioration of the components of the goggles. Furthermore, the SWAT / Rescue Team no longer use this equipment due to reliability and the limited / clouded range of vision. Prior to these units becoming inoperable the majority of SWAT / Rescue Members were provided with added safety to be able to operate in total darkness or limited light conditions. When awarded funding new night vision goggles will be deployed to members of the county wide multijurisdictional SWAT / Rescue Team. On average the team responds to an average of 10-15 critical incidents a year along with monthly training. The SWAT / Rescue team is comprised of members from the Sheriff's Office, Brighton Police, Hamburg Police and Green Oak Police. All of the members serve a dual role as patrol officers and SWAT / Rescue Team members. Funding for this project would assist in team operations for critical incidents but also provide the much needed technology on routine daily patrol. Furthermore, this equipment would be available to assist the seven other police agencies in the county.

This cutting edge night vision technology will allow SWAT / Rescue personnel to more aptly ensure officer and community safety by enhancing their ability to detect and safely respond to threats in darkness, in the timeliest manner possible. The night vision capabilities will allow officers to see the precise location of other officers, allowing hands free, completely silent communications during an operation. This unique feature will greatly enhance emergency communications capabilities during night operations - where a team can coordinate, move, signal, confine, and / or neutralize a threat in complete darkness, in addition to locating missing / endangered people. This technology will assist team members in becoming more efficient and safe.

# Byrne Justice Assistance Grant Application - 20

Organization: Livingston County Sheriff's Office

JAG-73019-Livingston County Sheriff's Departm-2020

## Applicant and Project Information

Entity Name: County of Livingston

Implementing Agency: Livingston County Sheriff's Office

Street Address: 150 S Highlander Way

City: Howell State: MI Zip: 48843

Phone: (517) 546-2440

### SIGMA Information for the Applicant Agency:

\*Vendor/Customer ID CV0048182

\*Address ID 003

\*Project Title Livingston Co 2020 JAG  
Tech Grant

\*Program Area Technology Enhancement Projects (RESTRICTED)

Start Date: 10/01/2019

End Date: 09/30/2020

\*Population of geographic area served by this project: 200,000

\*County(ies) in which the project will operate

State Wide	Alcona	Alger	Allegan	Alpena
Antrim	Arenac	Baraga	Barry	Bay
Benzie	Berrien	Branch	Calhoun	Cass
Charlevoix	Cheboygan	Chippewa	Clare	Clinton
Crawford	Delta	Dickinson	Eaton	Emmet
Genesee	Gladwin	Gogebic	Grand Traverse	Gratiot
Hillsdale	Houghton	Huron	Ingham	Ionia
Iosco	Iron	Isabella	Jackson	Kalamazoo
Kalkaska	Kent	Keweenaw	Lake	Lapeer
Leelanau	Lenawee	✓ Livingston	Luce	Mackinac
Macomb	Manistee	Marquette	Mason	Mecosta
Menominee	Midland	Missaukee	Monroe	Montcalm
Montmorency	Muskegon	Newaygo	Oakland	Oceana
Ogemaw	Ontonagon	Osceola	Oscoda	Otsego
Ottawa	Presque Isle	Roscommon	Saginaw	St. Clair
St. Joseph	Sanilac	Schoolcraft	Shiawassee	Tuscola
Van Buren	Washtenaw	Wayne	Wexford	

NOTE: If the applicant agency has: 1) not registered a DUNS number with the System for Award Management ([www.sam.gov](http://www.sam.gov)), formerly known as Central Contractor Registration; 2) is not current with annual registration; or, 3) does not have documentation identifying that the registration is in process, then the application will not be considered.

\*Federal Tax Identification Number: 38-6005819

\*DUNS Number: 044797926

**Byrne Justice Assistance Grant Application - 20**

**Organization: Livingston County Sheriff's Office**

**JAG-73019-Livingston County Sheriff's Departm-2020**

**Applicant and Project Information**

\*DUNS Number expiration date:

4/30/2020

Byrne Justice Assistance Grant Application - 20

Organization: Livingston County Sheriff's Office

JAG-73019-Livingston County Sheriff's Department-2020

Federal Funding Disclosure

- \*1) Did your jurisdiction receive direct Byrne Justice Assistance (BJA) formula grant funding **within the past three years** from the United States Department of Justice, Bureau of Justice Assistance?

Yes [ ] No [ ☒ ]

\*Please explain, including:

- The amount of funding your jurisdiction was awarded and how the funds will be used .
- Why the funds you are requesting within this application were not considered to be funded with your direct BJA Grant.

- \*2) Will the project you are applying for be supported by any other grant or foundation dollars (Federal, State or Private)?

Yes [ ] No [ ☒ ]

\*Please explain:

# Byrne Justice Assistance Grant Application - 20

Organization: Livingston County Sheriff's Office

JAG-73019-Livingston County Sheriff's Departm-2020

## Political Districts

### \*U.S. Congressional District

	State wide	District 1	District 2	District 3
	District 4	District 5	District 6	District 7
✓	District 8	District 9	District 10	District 11
	District 12	District 13	District 14	District 15

### \*State House District

State Wide	District 1	District 2	District 3
District 4	District 5	District 6	District 7
District 8	District 9	District 10	District 11
District 12	District 13	District 14	District 15
District 16	District 17	District 18	District 19
District 20	District 21	District 22	District 23
District 24	District 25	District 26	District 27
District 28	District 29	District 30	District 31
District 32	District 33	District 34	District 35
District 36	District 37	District 38	District 39
District 40	District 41	✓ District 42	District 43
District 44	District 45	District 46	✓ District 47
District 48	District 49	District 50	District 51
District 52	District 53	District 54	District 55
District 56	District 57	District 58	District 59
District 60	District 61	District 62	District 63
District 64	District 65	District 66	District 67
District 68	District 69	District 70	District 71
District 72	District 73	District 74	District 75
District 76	District 77	District 78	District 79
District 80	District 81	District 82	District 83
District 84	District 85	District 86	District 87
District 88	District 89	District 90	District 91
District 92	District 93	District 94	District 95
District 96	District 97	District 98	District 99
District 100	District 101	District 102	District 103
District 104	District 105	District 106	District 107
District 108	District 109	District 110	

### \*State Senate District

State Wide	District 1	District 2	District 3
District 4	District 5	District 6	District 7
District 8	District 9	District 10	District 11
District 12	District 13	District 14	District 15
District 16	District 17	District 18	District 19



**Byrne Justice Assistance Grant Application - 20**

**Organization: Livingston County Sheriff's Office**

**JAG-73019-Livingston County Sheriff's Departm-2020**

**Political Districts**

District 20	District 21	✓	District 22	District 23
District 24	District 25		District 26	District 27
District 28	District 29		District 30	District 31
District 32	District 33		District 34	District 35
District 36	District 37		District 38	

**Byrne Justice Assistance Grant Application - 20**

**Organization: Livingston County Sheriff's Office**

**JAG-73019-Livingston County Sheriff's Departm-2020**

**Grant Summary**

**\*This brief summary will be used for a short description of your project and for press notification, should you be awarded a grant. Be sure your description accurately presents your project.**

The Livingston Co Sheriff's Office is applying for the 2020 JAG:Technology Enhancement Projects to assist the Sheriff's Office and other area first responders in Livingston County with state of the art equipment . The funding will provide equipment that will provide cost savings to public safety agencies and residents by increasing efficiency and reducing personnel hours conducting investigations .

Problem Statement

**Please provide a clear description of the problem. Include local data that describes the size, nature, or scope of the problem. Include an explanation of the impact of the problem in your community and the local criminal justice system. Specific data from your jurisdiction is required.**

The Livingston County Sheriff's Office services approximately 200,000 residents over 600 square miles. Since the housing market crash of 2008 the Sheriff's Office Uniform Services Division has been reduced through attrition by 20 sworn deputies. 2019 is the first year we have added new hires to the Uniform Services Division in several years. These new hires are replacements to retiring deputies and not regaining any of the 20 positions lost through attrition since 2008. Our Office is still working with less personnel while our county continues to grow with residential and commercial properties. With that said we are balancing the hiring of new personnel against the purchase of additional, state of the art technology. The Sheriff's Office is often looked to by the other seven small police agencies in the county to be a leader in equipment, personnel and assistance. The 2020 Technology Enhancement Grant will provide not only the Sheriff's Office but the other seven police agencies in the county with high tech tools to keep deputies / officers safer and provide an efficient service to the community.

In applying for this grant there are four problem areas that have been identified which can be addressed to the Livingston County Sheriff's Office more effective and efficient for the residents that they protect while maintaining a high level of safety for deputies.

1) The first problem area this grant will address is in the area of officer / victim / offender safety pertaining to several different types of investigations.

The Sheriff's Office is currently using a 20 year use of force simulator in conjunction with live fire training. Live fire training at the range can only provide our office with so much training. We then bring Deputies inside to apply their knowledge and training in simulated scenarios. The 20 year old equipment is out dated along with the scenarios. Upgrading the system will allow Deputies to be better trained in de-escalation and making critical decisions in high stress situations. The goal of implementing a more advanced use of force simulator is to give the Deputies the training and confidence where deadly force will be a last resort.

Secondly the Sheriff's Office is part of the Livingston County Regional SWAT / Rescue Team that services all of Livingston County. The team was formed to have specially trained officers to deal with armed barricaded individuals, hostage rescue situations, the service of high risk warrants, search and rescue for missing persons, civil unrest and the mentally unstable that is growing at an alarming rate throughout the nation as well as Livingston County. Often times law enforcement is at a disadvantage responding to these calls due to the area being unfamiliar and with the interior of the structure often well known to the offender. On average the SWAT / Rescue team members are called upon between 10-15 times per year to address these problems. These incidents often result in numerous hours personnel being on scene trying to resolve the situation without violence, while waiting for the appropriate lighting conditions. By adding new technology to this multi-jurisdictional team the officers will be safer and able to protect themselves, victims and offenders throughout Livingston County better.

Funding from this grant will directly relate to not only officer safety improvements but also safety to the community as well.

2) The second area that the JAG award will address is the ever expanding criminal element while conducting efficient / effective investigations. The common criminals are still ever present but expanding criminal elements are traveling the country to break the law everywhere. More so now than ever before criminals no longer see jurisdictional boundaries. They are willing to travel at length to commit their crimes or establish an ongoing criminal enterprise. Often times a witness to these crimes will only be able to provide a partial license plate of the suspect vehicle or only the make and model of the vehicle. Other times there may not be a witness to the

**Problem Statement**

crime at all. Funding for technology improvements will aid deputies and investigators in identifying and locating criminals that do not care about jurisdictional borders. Increasing technology allows our office to become more efficient and effective as an organization.

3) The third problem area that the JAG award will address is the ever expanding cost of personnel. We are requesting funding for three projects that cross a broad spectrum of personnel costs.

Obtaining a new use of force training system has become a high priority for the Sheriff's Office. Anytime deadly force is used it results in a long and lengthy investigation usually by multiple agencies. By training deputies through a state of the art use of force simulator it will reduce the need for deadly force encounters. The new system will be scenario based training that will train Deputies in de-escalation and discretion in multiple use of force situations.

Furthermore, adding additional License Plate Reading technology in the county will allow Deputies and investigators to become more efficient and effective in conducting investigations. It will allow our agency to locate suspect vehicles used in crimes from the desk and save countless hours driving to other jurisdictions in an attempt to find a vehicle. By quickly identifying suspect vehicles involved in crimes it will lead investigators to more offenders and increase criminal investigation closure rates.

4) The final problem area that the JAG award community engagement, understanding, trust and support.

The public expects its police force to protect them. If they cannot protect them and they become a victim of a crime they expect that police agency to solve their crime and bring the offender to justice. Increasing technology that relates directly to investigations will allow our investigators to identify and locate suspect vehicles involved in crimes in a more efficient manner. Adding to our License Plate Reading infrastructure will assist locating the suspect vehicle, a suspect can be developed by investigators to focus in on.

Furthermore, when a use of force incident occurs there is speculation and confusion on the part of the local community. By bringing in new technology our office will engage the public and local organizations to learn and see what a use of force scenario looks like. Education and understanding builds community trust and support. Allowing hands on training of non law enforcement personnel will allow a better understanding of the decisions made in a use of force situation.

## Project Description

**Provide a description of the project. The description must include the what are you proposing to do and how will you do it, why this proposal is necessary to address the problem, how this proposal will differ from what is currently being done, a definition of commitments, roles, and responsibilities of all partnerships and other agencies who will assist with this project, a Management plan or flowchart, and cost benefits of this project.**

The Sheriff's Office will use the funding to accomplish the following projects and address the identified areas of concern:

1) License Plate Reading Cameras - Livingston County is situated between four of the most populous counties in the state and it takes just 30 minutes to reach Detroit and an international border. It is home to I-96 and US 23 which are major southeast Michigan travel corridors. Currently 60% of our inmate population does not reside in Livingston County which means people are coming from outside our community to victimize our residents and businesses. In 2019 the Sheriff's Office was able to secure funding to purchase and install five cameras on I-96. They are located eastbound at the Ingham County line and westbound west of US 23 in Brighton. Thus far the system has proven extremely beneficial in locating vehicles using live alert for wanted fugitives and stolen vehicles. After going operational in June 2019 we have recovered several stolen vehicles from in/out of state along with arresting outstanding fugitives. We have not had the system locate any missing persons yet but look forward to the opportunity if it presents itself. Furthermore our investigators have relied on the historical data in the system to identify vehicles used in crimes in Livingston County. With a large data network of sharing information with other police agencies in Michigan we have been able to locate suspects in other jurisdictions that would have otherwise gone undetected. Currently Warren Police, Canton Police, Flint Police, Genesee County, Grosse Ile Police, Dearborn Police, U of M Flint Police and the Michigan State Police are all using this system and sharing information with our agency. With funding from this grant the Sheriff's Office plans to place five additional cameras in Livingston County. The locations will be M-59 at I-96, Latson Road at I-96 and Grand River at I-96. All of these locations were chosen to build / compliment current infrastructure that was installed on I-96. The three locations chosen are major egress points from Livingston County back onto the freeway. Furthermore an analysis of criminal trends and data have shown these locations to be the largest commercial areas with the most dense populations of residents. Criminal elements commonly target areas close to the freeway to escape undetected. By establishing cameras at these locations we will effectively create a "bubble" of ingress and egress monitoring. The cameras become a force multiplier by allowing us to capture license plate images without being present. The previously established I-96 cameras would record the vehicle entering the densely populated portion of our county. Grant funding would allow the new cameras to record the vehicle then leaving the area. Investigators would be able to establish probable cause or add additional probable cause to their investigations by having the in and out times of vehicles from the area of crimes. The cameras are being established to protect our county and residents from the criminal elements that traverse the country committing crimes and not the petty thief stealing a candy bar from a gas station. Funding for the new cameras would also allow us to use the Vigilant System we currently have to quickly cross reference license plates that have passed by multiple cameras. The possibility is present that the camera system may provide investigators with a suspect vehicle when there is no other evidence or witnesses are available to provide such. Adding to our current system with additional cameras will assist investigators in being more effective and efficient in their investigations. It will also reduce man hours on investigations by eliminating the need to try to track down vehicles through canvassing. Creating a larger network of cameras will present not only the Sheriff's Office with a cost savings on personnel but also other police agencies in the county / state conducting investigations.

In addition to addressing the investigative efficiency and personnel hours, funding for this project will also

**Project Description**

address the area of community support and trust. Thus far the current system has allowed us to continue investigations and complete investigations in a more timely manner through vehicle identification. By closing complaints the community trusts that our office is efficient in the investigation of their crime and bringing the offenders to justice.

2) Three screen Use of Force Simulator - Currently the Sheriff's Office is part owner of a Milo Use of Force Simulator that is in excess of 20 years old and uses a single projector and screen. The current system is shared with the Ingham County Sheriff's Office along with other police agencies in Livingston County. Funding for this project would allow us to purchase a new state of the art system that offers a better training environment for Deputies by using three screens to create an immersive simulator environment. The newer technology has updated, real life scenarios to challenge officers in a controlled setting. What happened 20 years ago in our current scenario library is not what happens now. In addition to firearms training it allows officers to exercise discretion and work on de-escalation skills which the older system is limited in providing. Most use of force simulators now are using real paid actors to make their systems as life like as possible. Furthermore the technology that comes with the system is fully immersive more so than 20 years ago. Firearms are now filled with Co2 for real life recoil effect when a firearm is discharged. Low light training can also be conducted to prepare officers for any and all types of environments that they face. Upon receiving funding for this project we would expand our commitment to the community as well. The Sheriff's Office would continue sharing the system with other police agencies but would expand the program. We would like to have prosecutor's, judges and other community organizations use the system under our supervision to understand what goes into a use of force decision. This will build community relationships and engage multiple residents to build trust for our agency. Receiving funding for a new state of the art use of force system would satisfy multiple goals of the project. The additional training would assist deputies and officers in developing their de-escalation skills which is shown to reduce use of force and increase responder safety. By reducing use of force incidents this will save personnel hours in investigating excessive force complaints and the overall cost needed to investigate any time a firearm is discharged in a use of force situation.

3) Night Vision Equipment - The Sheriff's Office is currently in possession of the first generation night vision goggles that were issued to U.S. Combat Forces in the mid 1980's, which were obtained through the U.S. Military 1033 Program. This equipment is no longer serviceable due to age and deterioration of the components of the goggles. Furthermore, the SWAT / Rescue Team no longer use this equipment due to reliability and the limited / clouded range of vision. Prior to these units becoming inoperable the majority of SWAT / Rescue Members were provided with added safety to be able to operate in total darkness or limited light conditions. When awarded funding new night vision goggles will be deployed to members of the county wide multijurisdictional SWAT / Rescue Team. On average the team responds to an average of 10-15 critical incidents a year along with monthly training. The SWAT / Rescue team is comprised of members from the Sheriff's Office, Brighton Police, Hamburg Police and Green Oak Police. All of the members serve a dual role as patrol officers and SWAT / Rescue Team members. Funding for this project would assist in team operations for critical incidents but also provide the much needed technology on routine daily patrol. Furthermore this equipment would be available to assist the seven other police agencies in the county.

This cutting edge night vision technology will allow SWAT / Rescue personnel to more aptly ensure officer and community safety by enhancing their ability to detect and safely respond to threats in darkness, in the timeliest manner possible. The night vision capabilities will allow officers to see the precise location of other officers, allowing hands free, completely silent communications during an operation. This unique feature will greatly enhance emergency communications capabilities during night operations - where a team can coordinate, move, signal, confine, and / or neutralize a threat in complete darkness, in addition to locating missing / endangered people. This technology will assist team members in becoming more efficient and safe.

**Project Description**

Furthermore, the on scene time and overall personnel cost may be reduced with this technology due to team members not having to wait for lighted conditions to conduct missions.

**Byrne Justice Assistance Grant Application - 20**

**Organization: Livingston County Sheriff's Office**

**JAG-73019-Livingston County Sheriff's Departm-2020**

**Project Timeline**

**\*First Quarter**

Procurement of equipment based on awarded funding - Project Director

Financial Status Reports as required / requested

Equipment training / use reporting as required / requested

All documents will be maintained / submitted by the Project Director

**\*Second Quarter**

Financial Status Reports as required / requested

Equipment training / use reporting as required / requested

All documents will be maintained / submitted by the Project Director

**\*Third Quarter**

Financial Status Reports as required / requested

Equipment training / use reporting as required / requested

All documents will be maintained / submitted by the Project Director

**\*Fourth Quarter**

Financial Status Reports as required / requested

Equipment training / use reporting as required / requested

All documents will be maintained / submitted by the Project Director



**Anticipated Outcomes and Performance Measures: Community Understanding / Knowledge / Trust**

\*Goal (100 character max):

Community Understanding / Knowledge / Trust

\*Performance Measures:

Educating the public and gaining their trust are important factors in operating a Sheriff's Office. Awarded grant funding will provide this agency with equipment that helps the public understand and trust our agency to protect and serve them in Livingston County. There is no historical data for this performance measure as it is a new concept that will be employed once grant funding is awarded. Progress will be monitored and documented through community meetings and accomplishments made during the use of the equipment purchased through the grant award.

\*Objective 1:

- 1) Use of Force Simulator; This system has the potential to teach and open dialogue with community organizations, prosecutors and judges about use of force incidents. By educating and instructing these groups they will better understand the training it takes to make a use of force decision.
- 2) Night Vision Systems; This builds the trust of the community that our agency has the equipment to operate in any condition and environment. Knowing that in total darkness operations can be accomplished in the safest and most cost effective way.
- 3) License Plate Reading System; This builds the trust of the community that our agency can properly investigate and document an incident. We can then use our technology to locate suspects that may not reside in Livingston County. Solving a crime is sometimes the only thing that brings a victim closure.

\*Activity(ies):

- 1) Use of Force Simulator; Local prosecutor's, judges and public organizations will be brought into the Sheriff's Office for hands on training with the simulator. This will provide a unique opportunity to speak and show what goes into a difficult decision to use force.
- 2) Night Vision System; Use of these systems while on routine patrol has the ability to help the public not just during a critical incident. By being able to operate in a safe and efficient manner with technology missing persons or incidents can be brought to a close in a quicker and more timely manner resulting in a trust of the community.
- 3) License Plate Reading System; Investigators will be able to secure investigative leads and further investigations by using data obtained through the LPR system. Conducting thorough and complete investigations will lead to a higher closure rate for crimes and provide victims closure to their crimes.

Objective 2:

Activity(ies):

Objective 3:

**Byrne Justice Assistance Grant Application - 20**

**Organization: Livingston County Sheriff's Office**

**JAG-73019-Livingston County Sheriff's Departm-2020**

**Anticipated Outcomes and Performance Measures: Community Understanding / Knowledge / Trust**

Activity(ies):

Objective 4:

Activity(ies):

Objective 5:

Activity(ies):

**Anticipated Outcomes and Performance Measures: Increase in Office Efficiency / Effectiveness**

\*Goal (100 character max):

Increase in Office Efficiency / Effectiveness

\*Performance Measures:

1) Investigative Resources -Use of the License Plate Reader data and software will locate more missing persons and wanted vehicles along with improving investigative leads.

2) Officer Efficiency / Effectiveness; Use of the three grant items will make our office and personnel more efficient and effective in operations. Investigators using the LPR system will spend less time looking for suspect vehicles manually or closing cases with no suspects because a vehicle description could not be located. Gaining additional training in de-escalation through use of force training will help personnel make better decisions and reduce uses of force. Using night vision systems will help officers be more efficient and effective during night time operations and reduce the need to wait for better situational lighting.

All grant equipment used will be monitored and computed against known historical data of similar situations / incidents.

\*Objective 1:

Increase in Office Efficiency / Effectiveness - By implementing the equipment purchased through the grant it is expected the Sheriff's Office will become more efficient and effective in several areas. Night time operations will be more effective in conducting operations with proper night vision systems.

Investigative resources will become more efficient through the use of License Plate Reading software and data collection.

De-escalation training for high-stress situations will allow personnel to become more effective in completing their jobs and reducing the need for uses of force. - Reported by Project Director

\*Activity(ies):

1) Night Vision Systems; When used Deputies can operate in total darkness. This will allow personnel to be more effective and operate safely in often times unfamiliar areas. A direct result of effectiveness will be the cost savings on personnel and equipment deployed during this incidents. It will be computed against known data.

2) License Plate Reader; Investigators will be able to access data from cameras to develop suspect vehicles in high crime areas that may have once gone undetected. Furthermore then will be able to locate vehicles without leaving the office to search for them. This will be computed against known data for cost savings that are expected.

3) Use of Force Simulator; Additional training to officers will result in increased knowledge and confidence during high-stress situations. Officers will be able to communicate more effectively with offenders reducing the need for uses of force. This will be checked against known historical data for cost savings.

Objective 2:

Activity(ies):

Objective 3:

**Byrne Justice Assistance Grant Application - 20**

**Organization: Livingston County Sheriff's Office**

**JAG-73019-Livingston County Sheriff's Departm-2020**

**Anticipated Outcomes and Performance Measures: Increase in Office Efficiency / Effectiveness**

Activity(ies):

Objective 4:

Activity(ies):

Objective 5:

Activity(ies):

**Anticipated Outcomes and Performance Measures: Increase in Officer / Victim / Offender Safety**

\*Goal (100 character max):

Increase in Officer / Victim / Offender Safety

\*Performance Measures:

1) Reduction in deputy exposure to hazardous conditions - Historical data of incidents will be evaluated when awarded equipment is used. Technology to operate / see at night without the use of ambient lighting will increase Officer Safety exponentially. Road Patrol and Jail personnel will train quarterly on the system resulting in approximately 75 deputies obtaining additional firearm hours. Night vision use currently stands at about 50 times a year. Implementing and training 10 deputies with the new equipment will result in added uses during normal patrol activities.

2) Increase Community/Offender Safety-Similar to measure 1 but as it relates to overall safety of the community and offenders. This will be computed by time spent on scene of critical incidents along with use of force by this office. Requested night vision systems and use of force simulator will produce a reduction in time spent in hazardous environments and a reduction in use of force incidents by officer personnel.

\*Objective 1:

Reduction in deputy exposure to hazardous conditions; By implementing changes to standard protocol with acquired grant equipment a reduction at the scene of critical incidents will result in deputies having less exposure to injury. This will lead to reduced time off for personnel and injury claims. - Reported by Project Director

\*Activity(ies):

1) Night Vision Systems -When applicable the night vision systems will be deployed at critical incident scenes to check areas for victim or suspects along with communication of officers through line of site without radios. Evaluation of incident times against historical data will be computed for savings and decrease exposure to hazards. Secondly the units will be deployed to Deputies on routine patrol. The equipment can be used on incidents that have not reached the threshold of tactical team activation. Evaluation of incident times against historical data will be computed for savings and decreased exposure to hazards during routine patrol.

2) Use of Force Simulator - Equipment will be used in conjunction with current firearm trainings. The system will give deputies more training time along with confidence / knowledge in de-escalation techniques. Evaluation of use of force incidents against tactics used will be computed for cost savings and reduction of officer injuries.

Objective 2:

Increase Community / Offender Safety; By implementing changes to standard protocol with acquired grant equipment a reduction at the scene of critical incidents will result in community / offenders having less exposure to injury. This will lead to a reduction in personnel hours investigating use of force complaints and liability claims of injured community members / offenders. - Reported by Project Director

Activity(ies):

1) Night Vision Systems; When applicable the night vision systems will be deployed during routine patrol or at the scene of critical incidents. Officers operating with ambient lighting in high stress situations could confuse an object or furtive movement as aggression from an offender. This equipment will allow responding officers to better assess the situation and see objects more clearly in poorly lit environments. Having this equipment will allow officers to make better split second decisions. This provides safety for offenders as well as community

**Byrne Justice Assistance Grant Application - 20**

**Organization: Livingston County Sheriff's Office**

**JAG-73019-Livingston County Sheriff's Department-2020**

**Anticipated Outcomes and Performance Measures: Increase in Officer / Victim / Offender Safety**

members that may unknowingly be involved in the scene. Evaluation of incidents will be computed for savings and decreased exposures.

2) Use of Force Simulator; Providing all county officers with additional de-escalation training along with high stress incident management will result in fewer uses of force. Evaluation of use of force incidents will be computed for saving and decreased community / offender exposures.

Objective 3:

Activity(ies):

Objective 4:

Activity(ies):

Objective 5:

Activity(ies):

**Project Director**

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**Financial Officer**

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**Authorized Official**

NAME Mr. Don Parker	TITLE Board Chair
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AGENCY County of Livingston	PHONE NUMBER (517) 546-1010
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## Budget Narrative

The Budget Narrative must thoroughly and clearly describe every category of expense listed in the budget. Proposed budgets must be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). This narrative should include a full breakdown of costs, as well as an overview of how funds will be allocated across approved budget categories. Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality. The narrative should be mathematically sound and correspond with the information and figures provided in each budget category. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the timeline, the Budget Narrative should be broken down by quarter.

1) License Plate Reading Cameras - Purchase not to exceed \$125,000; This purchase will be made through Vigilant Solutions / Brite Computers, the same provider used by the Michigan State Police for their project. A quote from vigilant solutions at \$65,000 has been received for 5 cameras to be installed on M-59 near I-96, Latson Road at I-96 and Grand River at I-96. The additional \$60,000 for the project will cover the installation cost and be used to extend warranties on the equipment. After previously installing cameras in 2019 it was determined that a prequalified MDOT installer must be used and separate power grids / breakers need to be established for system stability and billing. Based on the chosen locations it funding will be needed to install guide poles and traverse intersections with electrical equipment and conduit. Estimated installation from Rauhorn Electric stands at \$50,000. The \$10,000 additional funding request is for incidental issues that arise during installation. Any funds not used for installation will be applied to the system software for licensing and warranty with the possibility of purchasing additional cameras.

2) Virtra / Milo Use of Force Simulator - Purchase not to exceed \$125,000; This purchase will be for a use of force simulator. Several demos will be conducted with companies to obtain the best product for the lowest cost. Virtra and Milo are top competitors in the use of force simulator industry. An initial demo from Virtra has established that a three screen stand alone system averages about \$100,000. Funding for this project will allow us to purchase additional warranties along with more advanced equipment to create a more realistic training environment. The additional equipment will be a CO2 refill station to create actual recoil of the weapon systems used along with the active threat system that will give trainees the ability to receive shocks from the system to simulate being struck by gunfire. Only Firearms Instructors from the Sheriff's Office will be trained in operation of the system to maintain its integrity and provide proper training to Deputies along with citizens, prosecutors, other local police agencies and judges.

3) Night Vision Goggles - Purchase not to exceed \$100,000; This purchase will be made through L3Harris or similar type company. Several demos will be conducted with companies to obtain the best product for the lowest cost. A preliminary quote from L3Harris has established a single set of night vision goggles averages about \$9,000. The funding from this project will allow us to outfit approximately 10 deputies who serve dual roles for patrol and SWAT / Rescue Operations on a multi-jurisdictional task force. In receiving the funding for this project we will also make purchase of system warranties to prolong the use / efficiency of the product.



**Byrne Justice Assistance Grant Application - 20**

**Organization: Livingston County Sheriff's Office**

**JAG-73019-Livingston County Sheriff's Departm-2020**

**Equipment Expenses**

\*Provide a specific description of this budget item:

\*Grant Funds

Vigilant Solutions LPR Cameras

\$125,000

Virtra / Milo Use of Force Simulator

\$125,000

Night Vision Goggles / Optics

\$100,000

**Total \$350,000**

## Budget Summary

Line Item Titles	Grant Funds
SALARIES & WAGES	\$0
<div> <div>Total FTE/Hours</div> <div>/</div> </div>	
FRINGE BENEFITS	\$0
<b>PERSONNEL TOTAL</b>	\$0
TRAVEL	\$0
SUPPLIES & MATERIALS	\$0
CONTRACTUAL (Subcontracts/Subrecipients)	\$0
EQUIPMENT	\$350,000
OTHER EXPENSES	\$0
<b>TOTAL</b>	<b>\$350,000</b>