

FINANCE COMMITTEE

REVISED AGENDA

May 20, 2020

7:30 AM

Zoom Virtual Meeting Room

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

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

Pages

1. CALL MEETING TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

3

Meeting minutes dated: May 6, 2020

4. TABLED ITEMS FROM PREVIOUS MEETINGS

5. APPROVAL OF AGENDA

6. CALL TO THE PUBLIC

7. CLOSED SESSION

Discuss Written Legal Opinion Pursuant to MCL 15.268(h)

8. REPORTS

8.1 Livingston County Meals on Wheels Community Development Block Grant

Kathleen Kline-Hudson, Planning Department Director

9. RESOLUTIONS FOR CONSIDERATION

9.1 Administration

6

Resolution Authorizing Livingston County's Annual Budget Process and Calendar

9.2 Emergency Management

9

Resolution Authorizing Participation in Mutual Non-Congregate Housing for Livingston County First Responders and an Agreement with North Star Reach Campground

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| 9.3 | Fiscal Services | 20 |
| | Resolution Authorizing CARES Act Provisions for Nationwide Retirement Solutions §457 Participants | |
| 9.4 | Sheriff | 23 |
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| | Resolution Authorizing the County Treasurer to Establish the 2019 Delinquent Tax Fund | |
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| *9.8 | Board of Commissioners | 95 |
| | Resolution Approving the Employment Agreement with Nathan Burd for County Administrator | |
| 10. | CLAIMS | |
| | Dated: May 20, 2020 | |
| 11. | PREAUTHORIZED | |
| | Dated: May 1 through May 14, 2020 | |
| 12. | CALL TO THE PUBLIC | |
| 13. | ADJOURNMENT | |

FINANCE COMMITTEE

MEETING MINUTES

May 6, 2020, 7:30 a.m.

Zoom Virtual Meeting Room

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

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

Members Present: Kate Lawrence, Douglas Helzerman, William Green, Wes Nakagiri, Robert Bezotte, Carol Griffith, and Jay Gross

Members Absent: Gary Childs

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Meeting minutes dated: April 22, 2020

Motion to approve the minutes as presented.

Moved by: R. Bezotte

Seconded by: C. Griffith

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved by: C. Griffith

Seconded by: D. Helzerman

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

6. CALL TO THE PUBLIC

Dianne McCormick, Health Department Director, announced that it is National Nurses Day, an event planned at Crystal Gardens was cancelled due to the COVID 19 pandemic.

7. REPORTS

7.1 911 Central Dispatch Annual Report

Chad Chewing, Central Dispatch Director, presented the report provided with this agenda and answered questions from Commissioners.

Commissioner Lawrence exited and returned at 7:56 a.m.

8. RESOLUTIONS FOR CONSIDERATION

8.1 LETS

Resolution Authorizing Blanket Signature Resolution for Michigan Department of Transportation (MDOT) Master Agreement No. 2017-0082

Greg Kellogg, LETS Director, presented the resolution.

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: W. Green

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

8.2 Facility Services

Resolution Authorizing Contractual Agreement for Generator Maintenance & Repair Services

Chris Folts, Facility Services Director, presented the resolution.

Recommend Motion to the Board of Commissioners.

Moved by: W. Green

Seconded by: J. Gross

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

9. CLAIMS

Dated: May 6, 2020

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: W. Green

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

10. PREAUTHORIZED

Dated: April 17 through April 30, 2020

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: C. Griffith

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

11. CALL TO THE PUBLIC

Commissioner Helzerman provided an update from on the 2020 Census and thanked Allison Nalepa and participants for their contributions.

12. ADJOURNMENT

Motion to adjourn the meeting at 8:17 a.m.

Moved by: D. Helzerman

Seconded by: W. Green

Yes (7): K. Lawrence , D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (1): G. Childs

Motion Carried (7-0-1)

Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Livingston County's Annual Budget Process and Calendar - Administration

WHEREAS, the mission of Livingston County is to be an effective and efficient steward in delivering quality services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County; and

WHEREAS, the 2021 Budget will be created utilizing the MUNIS – ERP system; and

WHEREAS, the short and longer term economic impact of the Covid 19 pandemic is still widely unknown. To maintain our fiscal health, the 2021 budget projections will be prepared in accordance with the cost saving measures enacted in Resolution 2020-04-121, which include a moratorium on hiring and promotions and restrictions on discretionary spending.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopt the following objectives in the preparation of the 2021 Budget:

- Preserve services essential to the health, safety and welfare of our residents as mandated by State Constitution and Statutes available only through Livingston County Government.
- Services must be consistent with and sustainable within the fiscal parameters of the current and projected economic realities. It is acknowledged that this will require:
 - Streamlining work flows
 - Program review and potential elimination of inefficient programs
 - Utilizing technology applications that streamline operations to reduce future costs
 - Eliminate legacy applications that fail to improve efficiency
 - Challenge the status quo in all work processes to promote improvements

BE IT FURTHER RESOLVED that the Board of Commissioners hereby directs that the 2021 budget book format be prepared in line with the Government Finance Officers Association (GFOA) Distinguished Budget guidelines in creating a document that serves as a Policy Document, Operation Guide, Financial Plan and Communication Device.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby direct the following budget process consistent with the attached budget calendar:

- A Budget Work Session will be held in June for the Board of Commissioners to set budget priorities and assumptions for Fiscal Year 2021.
- **Level 1 Budget: Base Projection** Fiscal Services will provide all departments with the projected amount of their current level personnel costs, Cost Allocation, Internal Service Fund charges (IT, Facility Services & Car Pool), and a target General Fund appropriation.
 - Staff wage and benefit projections will be based on the 2020 revised approved staffing levels that take into consideration the existing hiring moratorium. Vacant positions will not be funded except as allowed for in Resolution 2020-04-121. It is the department responsibility to ensure that the projections accurately capture and reflect all current pay types received by each employee group.

- **Level 2 Budget: Department Request** Departments will prepare all other line-item budget detailed requests and submit through MUNIS.
 - General Fund Departments are encouraged to maintain budget requests at or below the adopted 2020 authorized budget that fall within target appropriation provided.
 - Special Revenue Funds and Enterprise Funds shall balance their expenditures with annual revenues.
 - To request an exception to the hiring moratorium and filling a non-critical position, Elected Officials and Department Directors must in writing provide sufficient evidentiary justification for such an exception.
 - Specific vendor / product / cost information shall be detailed for as many line-items as possible; however, to receive authorization to purchase with adoption of the 2021 Budget, line-item detail is required for the following:
 - 801000-803000 - Professional Consultants, Attorney Fees and Legal Services
 - 817000 – Membership Dues & Registration
 - 819000-819999 – Contract Services
 - 860500 – Out-of-State Travel
 - 943300-943902 – Software Maintenance
 - 957000-957001 – Employee Training/Seminars
 - 973000 – Building Improvements
 - 977000-977999 – Capital Equipment
 - Capital Projects are those projects with an estimated cost of over \$50,000. These projects should be included in the 2021-2026 Capital Improvement Plan.
 - Capital projects that reduce future costs and support the County’s Strategic Plan will be reviewed, prioritized, and moved forward by the Board.
 - Projects inadvertently left out of the plan must include a complete description of the project, return on investment analysis, and justification for need.
 - The County Administrator and Financial Officer, with Board participation, will meet with each of the Department Directors and Elected Officials to discuss their Level 2 Department Requests including positions, reorganizations, programs, and capital projects.
- **Level 3 Budget: Administration Recommendation.** Based on the discussions with departments, analysis of all the requests and overall financial position of the County, a budget recommendation by the County Administrator will be presented to the Finance Committee.
- **Level 4 Budget: Finance Committee Recommendation** the Finance Committee will consider budgets that have been presented and make final decisions and/or changes.
- **Level 5 Budget: Adopted** Board of Commissioners’ adopts the 2021 Livingston County Operating Budget.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby direct the following budget process to be consistent with **the attached budget calendar.**

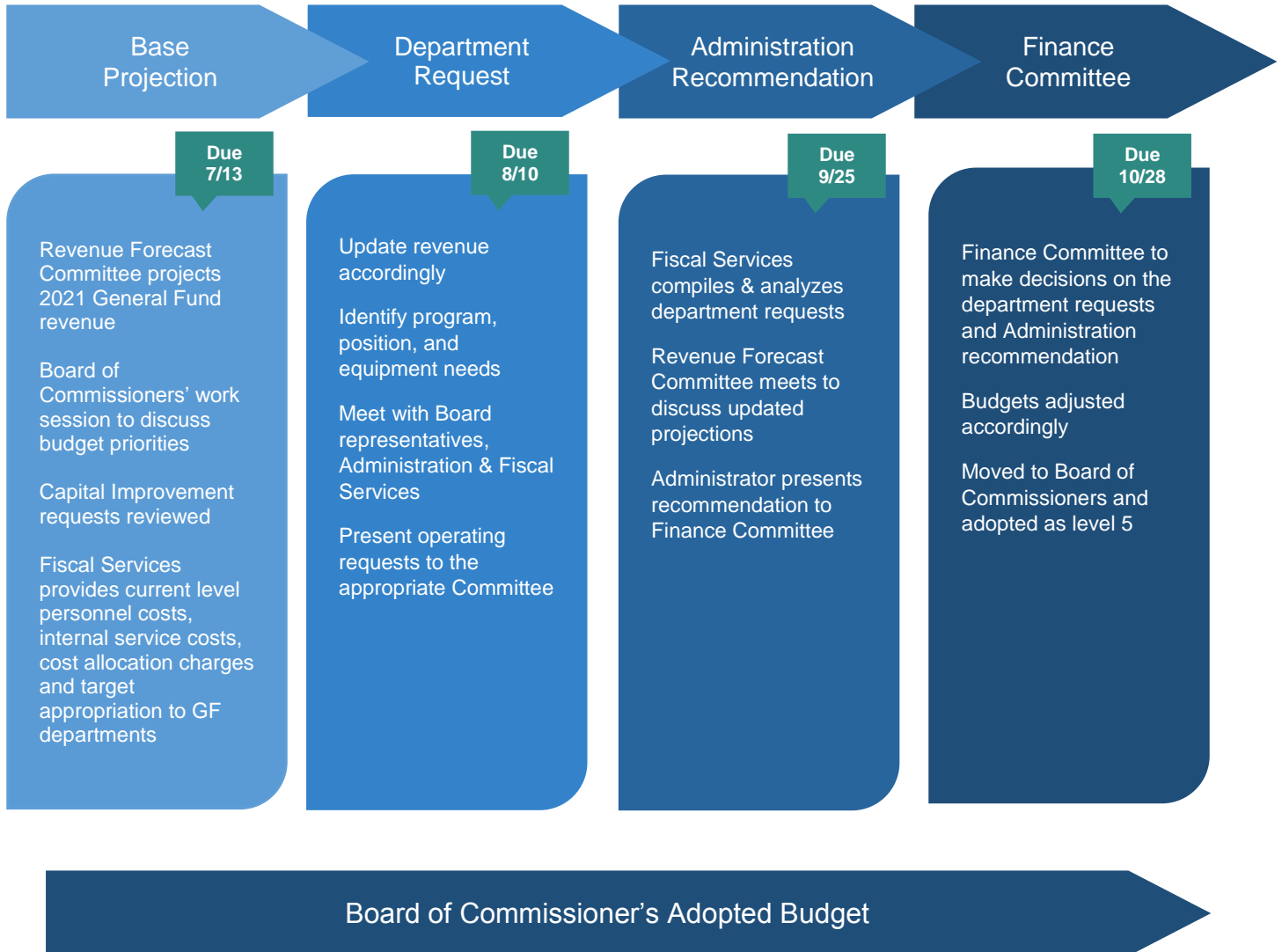
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**MOVED:
SECONDED:
CARRIED:**

2021 Budget Process



Budget Calendar

| | |
|--------------------------|---|
| May 20, 2020 | 2021 Budget Process & Calendar presented to Finance Committee |
| June 8, 2020 | Board of Commissioners adopts 2021 millages |
| June 8, 2020 | Board of Commissioners Work Session for 2021 Budget Priorities |
| June 17, 2020 | 2021 Revenue Forecast Presentation to Finance Committee |
| July 13, 2020 | Level 1 available to Departments |
| July 13, 2020 | Board of Commissioners accepts the Capital Improvement Plan (CIP) report |
| August 10, 2020 | Level 2 Department Requests due in MUNIS |
| August 17-28, 2020 | BOC & Administration meet with Departments to go over Department Requests |
| September 8, 2020 | General Gov't and H&HS - Review of Level 2 Operating Budgets / Capital Requests |
| September 9, 2020 | Finance - Review of Courts' Level 2 Operating Budgets / Capital Requests |
| September 21, 2020 | Public Safety and I&D - Review of Level 2 Operating Budgets / Capital Requests |
| October 7, 2020 | Level 3 Administration Recommended Budget presentation |
| October 28, 2020 | Level 4 Finance Committee Recommended Budget presentation |
| November 9, 2020 | Publish Notice of Public Hearing for Budget in Newspaper |
| November 23, 2020 | Level 5 Public Hearing and Adoption of 2021 Budget |

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Participation in Mutual Non-Congregate Housing for Livingston County First Responders and an Agreement with North Star Reach Campground - 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 compreshensive 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 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. 6th 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 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
www.northstarreach.org

Last updated 4-28-2020



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. Canteening 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.

Resolution Authorizing CARES Act Provisions for Nationwide Retirement Solutions §457 Participants – Fiscal Services

WHEREAS, the federal Coronavirus Aid, Relief, and Economic Security (“CARES”) Act provides for certain provisions for §457 plan participants in light of the economic impact of the COVID-19 pandemic; and

WHEREAS, Nationwide Retirement Solutions (“Nationwide”) requires plan sponsors, like Livingston County, to affirmatively elect to extend these provisions to its participants; and

WHEREAS, the County’s other §457 account administrator, Empower, has taken the approach of automatically providing these provisions for participants and therefore, no additional action is needed for Empower §457 participants; and

WHEREAS, the Livingston County Retirement Plan Advisory Committee met on May 7, 2020 and approved these provisions to be extended for Nationwide §457 plan participants but requires Board of Commissioner’s approval to effectuate these changes which include the following:

- a. Allowing Coronavirus-Related Distributions between January 1, 2020 to December 31, 2020 for §457 participants who have been impacted by COVID-19 and otherwise may not be eligible for a distribution under the terms of the Plan up to \$100,000, or 100% of their total vested balance(s) across all Nationwide plans controlled by the employer.
- b. Nationwide §457 plan Loan program participants may suspend loan repayment until at least January 1, 2021. Loan interest will continue to accrue during the suspension of payments.

WHEREAS, the County’s retirement plan advisor, Plante Moran Financial Advisors supports these plan changes.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves for following provisions for Nationwide Retirement Solutions §457 plan participants:

- a. Allowing Coronavirus-Related Distributions between January 1, 2020 to December 31, 2020 for §457 participants who have been impacted by COVID-19 and otherwise may not be eligible for a distribution under the terms of the Plan up to \$100,000, or 100%

of their total vested balance(s) across all Nationwide plans controlled by the employer.

- b. Nationwide §457 plan Loan program participants may suspend loan repayment until at least January 1, 2021. Loan interest will continue to accrue during the suspension of payments.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioner's Chair is hereby authorized to sign any and all documents in order to effectuate these §457 plan changes, after approval as to form by civil counsel.

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MOVED:
SECONDED:
CARRIED:



Nationwide®

Nationwide Retirement Solutions Plan Sponsor Election of CARES Act Provisions

Page 1 of 1

Phone: 877-496-1630 • nrsplan@nationwide.com

This form is to be used to elect Plan provisions made available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

1. Plan Information

Plan Number: _____ Plan Name: _____

2. Plan Type (select all that apply)

☐ 457(b) ☐ 401(k) ☐ 401(a) ☐ 403(b) ☐ Other: _____

3. Election of Provisions (select all that apply)

☐ Coronavirus-Related Distributions

A coronavirus-related distribution is available to participants who have been impacted by COVID-19 and otherwise may not be eligible for a distribution under the terms of the Plan.

Distribution Limit: \$ _____ (up to \$100,000)

Participants may take up to the elected distribution limit (above), not to exceed 100% of their total vested balance(s), across all Plans controlled by this employer between January 1, 2020 and December 31, 2020.

☐ Enhanced Loans

If this Plan doesn't currently permit loans, you will need to contact Nationwide for assistance setting up a loan program for your Plan.

For a 180-day period beginning March 27, 2020 and ending September 23, 2020, the Plan may offer loans to participants who are impacted by COVID-19. The terms of the loan differ from traditional loans:

Increased Loan Limit: The lesser of: \$ _____ (up to \$100,000) or
_____ % (up to 100%) of the participant's vested account balance

Increase the current retirement Plan loan limit to the elected loan limit (above).

☐ I elect to suspend loan repayments until at least January 1, 2021. Loan interest will continue to accrue during the suspension of payments.

Comments:

4. Authorization

I, as the Plan Sponsor or an authorized person acting on behalf of the Plan Sponsor for the above named Plan(s), elect the CARES Act provision(s) indicated above.

- Nationwide will update your Plan documents (if applicable) to reflect the above changes.

Authorized Signer:

Printed Name: _____

Signature: _____ Date: _____

NOTE: Adobe Signature is not permitted.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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

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 2nd and 3rd 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), 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.

Byrne Justice Assistance Grant Application - 20

Organization: Livingston County Sheriff's Office

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

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):

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 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

| | |
|--|-----------------------------------|
| NAME Sgt. Chad Sell | TITLE Sergeant |
| ADDRESS 150 S. Highlander Way Howell Michigan-48843 | |
| FAX NUMBER (516) 546-1744 | EMAIL ADDRESS csell@livgov.com |

Financial Officer

| | |
|---|---------------------------------------|
| NAME Cynthia Catanach | TITLE Financial Officer |
| ADDRESS 304 E Grand River Ste 203 Howell Michigan-48843 | |
| AGENCY Livingston County Sheriff's Office | PHONE NUMBER (517) 540-8727 |
| FAX NUMBER (517) 546-7266 | EMAIL ADDRESS ccatanach@livgov.com |

Authorized Official

| | |
|---|-------------------------------------|
| NAME Mr. Don Parker | TITLE Board Chair |
| ADDRESS 304 E. Grand River Ave Howell Michigan-48843 | |
| AGENCY County of Livingston | PHONE NUMBER (517) 546-1010 |
| FAX NUMBER | EMAIL ADDRESS dparker@livgov.com |

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 |
| PERSONNEL TOTAL | \$0 |
| TRAVEL | \$0 |
| SUPPLIES & MATERIALS | \$0 |
| CONTRACTUAL (Subcontracts/Subrecipients) | \$0 |
| EQUIPMENT | \$350,000 |
| OTHER EXPENSES | \$0 |
| TOTAL | \$350,000 |

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the County Treasurer to Establish the 2019 Delinquent Tax Fund - Treasurer

WHEREAS, The Livingston County Board of Commissioners has utilized Delinquent Revolving Tax Fund financing to settle delinquent tax accounts with involved governmental entities on a timely basis; and

WHEREAS, as a result, the school districts, as well as other local governments have been able to better plan and provide for necessary expenditures, often avoiding the necessity to borrow for operational needs; and

WHEREAS, Public Act 105 of 2003, amended the General Property Tax Act 206 of 1893 as it pertains to Principal Residence Exemption Denials (PRE Denials) and requires delinquent PRE Denials to be paid with the delinquent payout; and

WHEREAS, Livingston County has \$136,274.17 of Principal Residence Exemption Denials that were turned over delinquent as of March 3, 2020; and

WHEREAS, the 2019 levied tax delinquency for Real Property as of March 3, 2020 is \$8,568,098.76; and

WHEREAS, the 2019 Delinquent Tax Fund is to be fully self-funded through a transfer of \$7,109,520.66 from existing Delinquent Tax Fund balances, and \$1,594,852.27 from March and April 2020 tax collections.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners hereby authorizes the Livingston County Treasurer to establish the 2019 Delinquent Tax Fund in the amount of \$8,704,372.93.

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Extending the Temporary Emergency Telecommuting Arrangement in Response to COVID-19 - County Administration

WHEREAS, the State of Michigan has issued Interim Recommendations for COVID-19 Community Mitigation Strategies (“State Recommendations”), including strategies for workplaces; and

WHEREAS, the State Recommendations include encouraging employees to stay home when sick, encouraging staff to tele-work when feasible, particularly individuals at risk of severe illness, and other measures to encourage social distancing to limit the spread of the virus; and

WHEREAS, on March 23, 2020, the Governor of Michigan issued Executive Order No. 2020-21 (“Exec. Order 2020-21”) addressing temporary requirements to suspend activities that are not necessary to sustain or protect life, which further limited County operations. On April 24, 2020, the Governor of Michigan issued Executive Order No. 2020-59 (“Exec. Order 2020-59”) reaffirming and extending until May 15, 2020 prior executive orders requirements to suspend activities that are not necessary to sustain or protect life; and

WHEREAS, on May 7, 2020, the Governor of Michigan issued Executive Order No. 2020-77 (“Exec. Order 2020-77”) reaffirming and extending until May 28, 2020, with some modifications, prior executive orders requirements to suspend activities that are not necessary to sustain or protect life or in furtherance of certain authorized resumed operations. Exec. Order 2020-77 maintains and extends certain prohibitions and limitations on in-person government activities at the State, local or county level;

WHEREAS, Livingston County is taking reasonable measures to safeguard the health of our employees and the people we serve while maintaining limited operations in an effective and efficient manner and continuing to perform critical and essential services to the public.

BE IT RESOLVED that the Livingston County Board of Commissioners hereby extends approval of the previously approved Temporary Emergency Telecommuting Arrangement as a tool for some departments to utilize in response to COVID-19 to comport with social distancing requirements, plans or recommendations of the Center for Disease Control, the State of Michigan Governor’s Executive Orders or other applicable State of Michigan, County, or Public Health Department order, plan or directive. This extension is authorized to extend for (i) the duration of the above referenced recommendations, plan or order; or, (ii) the date of any controlling Court or Legislative action staying or superseding such applicable order, or controlling action modifying, revoking or superseding the applicable plan or recommendation; or, (iii) action by the Board of Commissioners revoking this authorization --whichever is soonest.

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MOVED:

RESOLUTION NO: #

PAGE: 2

SECONDED:

CARRIED:

Temporary Emergency Telecommuting Arrangement

Effective March 18, 2020

Due to the current COVID-19 (coronavirus) outbreak, many employees are inquiring about the ability to work from home. Livingston County is implementing voluntary/temporary telecommuting arrangements for employees whose job duties are conducive to working from home but who do not regularly telecommute. However, there are some positions at Livingston County that require the employee to be physically present in the workplace. These employees are defined as critical personnel. Department heads will determine who qualifies for telecommuting.

Critical personnel are defined as County employees who are working in a public safety classification. Public Safety Departments include, but are not limited to; Sheriff, 911 Central Dispatch, and Emergency Medical Services (EMS).

Critical personnel are expected to report to work as scheduled unless otherwise notified. Regular leave policies and procedures should be followed for employees who are unable to report to work due to illness.

Essential and Non-Essential/Non-Critical positions may be approved to work from home temporarily as determined by the department head.

Telecommuting / working from home arrangements are expected to be short term and Livingston County will continue to monitor guidance from health officials and the need for remote work arrangements. Employees should not assume any specified period of time for telework, and Livingston County may require employees to return to regular, in-office work locations at any time.

Should the current health crisis warrant, Livingston County may require some employees, with the exception of critical personnel, to work from home. Employees should be proactive with department directors in preparing for these circumstances to ensure employees have the resources necessary to work remotely.

General Work Arrangement

While telecommuting, Employees will:

- a. remain accessible during their work schedule;
- b. check in with their supervisor to discuss status and open issues;
- c. be available for teleconferences, scheduled on an as-needed basis;
- d. be available to come into the office if a business need arises;
- e. request supervisor approval in advance of working any overtime hours (if employee is non-exempt); and

- f. request supervisor approval to use vacation, sick, or other leave in the same manner as when working at employee's regular work location.

Employee's duties, obligations, job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular County work site. The supervisor reserves the right to assign work as necessary at any time.

Equipment

Department heads and the IT department will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement.

Equipment supplied by Livingston County will be maintained by the organization. However, employees are responsible for setting up their own equipment in the home work space. IT will not be setting up the equipment. Should assistance be needed, IT will do their best to support staff remotely, however, if an employee cannot be assisted remotely, an employee may be required to go to the IT department for assistance. IT will not be traveling to homes to assist employees working remotely. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. Livingston County accepts no responsibility for damage or repairs to employee-owned equipment. Livingston County reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all Livingston County property received and agree to take appropriate action to protect the items from damage or theft. All County property will be returned to the County premises at the end of the Telecommuting arrangement.

Livingston County will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Livingston County will also reimburse the employee for business-related expenses, such as phone calls and shipping costs, that are reasonably incurred in carrying out the employee's job. All additional costs must be pre-approved by the Department Director.

The employee will establish an appropriate work environment within his or her home for work purposes. Livingston County will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Security

Consistent with Livingston County's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of private County information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy.

Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using Livingston County's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in disciplinary action up to and including discharge from employment.

Dependent/Child Care

The focus of the arrangement must remain on job performance and meeting business demands during normal business hours. All telecommuting work arraignments must be agreed and determined between an employee and their department head.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving the Livingston County COVID-19 Preparedness and Response Plan - County Administration

WHEREAS, the current COVID-19 pandemic has created the need to reevaluate and modify our normal business practices to slow the spread of this disease; and

WHEREAS, on March 23, 2020, Michigan Governor Gretchen Whitmer issued Executive Order 2020-21, which ordered residents to remain at home or in their place of residence to the maximum extent feasible through April 13, 2020, and included limitations on workplaces across the state; and

WHEREAS, she subsequently issued Executive Orders 2020-42, 2020-59, 2020-70, and 2020-77, which ultimately extended the stay home order until May 28, 2020; and

WHEREAS, included in the orders was the requirement that business, operations, and government agencies that continue in-person work must adhere to sound social distancing practices and measures, including, developing a COVID-19 preparedness and response plan, consistent with recommendations in the "Guidance on Preparing Workplaces for COVID-19," as developed by the Occupational Health and Safety Administration; and

WHEREAS, a plan has been developed by Livingston County Health Department with input provided by necessary departments to include but not limited to the Emergency Management, Facility Services, Human Resources and County Administration.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners authorizes staff to implement and file as necessary, the COVID 19 Preparedness and Response Plan on behalf of Livingston County, in compliance with the mandates in the Governor's order.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners recognizes that as COVID 19 continues to affect our operations, the plan will need to be amended to reflect the impact on Livingston County government.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the County Administrator to adopt subsequent revisions to the Livingston County COVID-19 Preparedness and Response Plan due to changing recommendations and requirements related government operations during this pandemic, after review by civil counsel.

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MOVED:

SECONDED:

CARRIED:



Livingston County Administration COVID-19 Preparedness and Response Plan

Date Implemented: [DATE], 2020

Date revised: _____

Preface

Livingston County Administration, in conjunction with the Livingston County Health Department (LCHD), developed this plan to enhance emergency response capabilities in Livingston County (the County) related to the coronavirus disease (COVID-19) pandemic. The Livingston County Health Officer, or designee, is identified as the COVID-19 Workplace Coordinator for the County.

This plan, when used properly and updated, assists County officials in accomplishing one of their primary responsibilities – protecting the lives and property of their constituents. This plan becomes official when it has been signed and dated below by the concurring government officials.

This plan was approved by the Board of Commissioners on [Enter Date].

Record of Changes

| Date of Changes | Completed By | Summary of Changes |
|-----------------|--------------|--------------------|
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Referenced Attachments

COVID-19 Screening Form

Building Entrant Tracking Log

COVID-19 Check and Record Every Day (CARE) Self-Monitoring Booklet

Introduction

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) virus. Now at pandemic level, this situation poses a serious public health risk because this is a novel (new) strain of coronavirus and the population does not have immunity to it. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for the County to plan for how COVID-19 may affect their department. Lack of continuity planning can result in a cascade of failures if attempts to address challenges of COVID-19 are met with insufficient resources and inadequately trained workers performing under pandemic conditions.

Purpose

In order to respond to the current state of emergency related to COVID-19 and to comply with relevant state and local orders related to COVID-19, the County has prepared this COVID-19 Preparedness and Response Plan in coordination with the Livingston County Health Department (LCHD). This document was developed from planning guidance based on traditional infection prevention and industrial hygiene practices. It focuses on the need for employers to implement engineering, administrative, and work practice controls and Personal Protective Equipment (PPE), as well as considerations and requirements for doing so.

This plan was created in an effort set forth to standardize requirements and recommendations needed to ensure the safety of all county employees and the public. All county departments are required to submit a completed COVID-19 Preparedness and Response Plan (see included template) to County Administration based on guidance developed by LCHD. Administration will review and approve all developed plans in consultation with the LCHD. The County used this guidance to help identify risks in workplace settings and to determine the appropriate control measures county departments must implement for the safety of staff and the public.

Assumptions

This plan is not exhaustive as to the measures the County has chosen to implement in response to COVID-19 in the workplace and/or to seek to protect employees and the public served. The County reserves the right and discretion to implement, either generally, departmentally, or on a case-by-case basis such measures deemed prudent, permitted or required by law, and/or suggested or mandated by future guidance.

This may include, but is not limited to:

- Enhanced monitoring or testing;
- Sending employees home who appear to be displaying possible symptoms;
- Requiring a self-quarantine or isolation period and/or doctors release for employees who take sick leave based upon COVID consistent symptoms, who have reported high risk contact, who refuse to answer questions or submit to testing/monitoring, who are sent home by the employer, and/or who have traveled to areas or by means which the CDC has recommended quarantine or isolation. Such actions, if any, will be performed in adherence with all laws including confidential record requirements.

Where an employee has a medical condition that puts him or her at greater risk of a severe illness if he or she contracts COVID-19, that employee may request reasonable accommodations from the County through the Americans with Disabilities Act (ADA) Interactive process. Such request must be premised upon increased risk of COVID-19 illness or complications related to a medical condition of the employee. Under this process, the employee may be required to provide or authorize release of information to the County to determine whether the pre-existing medical condition rises to the level of a disability and to verify the accommodation is needed because the particular disability may put the employee at higher risk.

In appropriate cases, the County and employee will engage in the interactive process to determine what, if any, accommodation may be or will be reasonably granted. By law, employers like the County are not required under the ADA to provide employees with reasonable accommodations because they live in the same household as a person who is at greater risk of severe illness if he or she contracts COVID-19.

It is also understood that not all County employees reside in Livingston County and some coordination may need to take place between the employer and other local health departments as well as LCHD for the identification, notification and follow-up of positive cases.

Planning Considerations

The COVID-19 pandemic is a fluid, rapidly evolving situation. Guidance is continually updated as this situation evolves or as state or local orders related to COVID-19 are issued or amended. Additional considerations may be needed throughout this plan as COVID-19 outbreak conditions change and as new information is learned about the situation. This plan will be updated as needed to reflect these changes. Departments may be expected to update their own plans if drastic changes occur or the situation changes.

The County considered how best to decrease the spread of COVID-19 and lower the impact across county departments. This includes identifying and conducting mitigation activities to:

- reduce transmission among employees,
- maintain healthy business operations, and
- maintain a healthy work environment.

Implementation

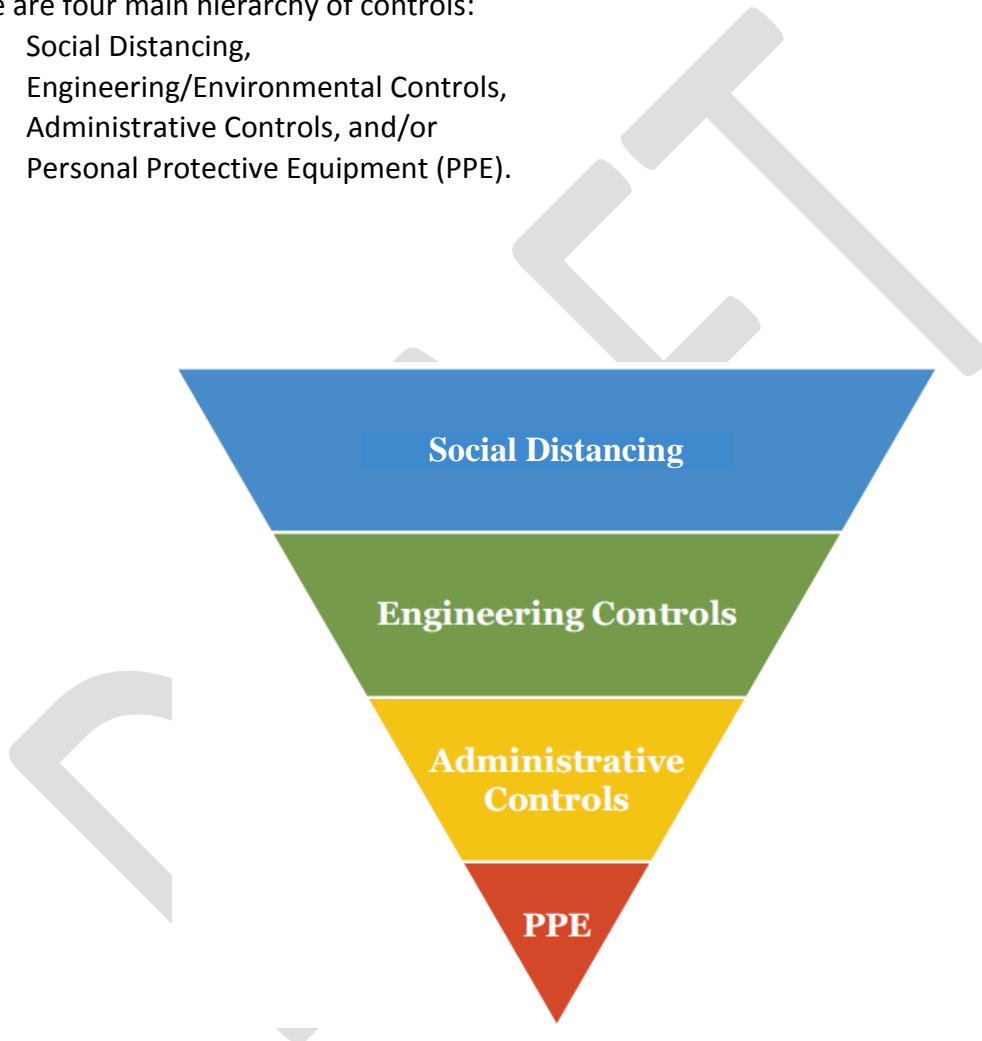
At this time, there is no identified treatment or vaccine for COVID-19. Currently, the use of nonpharmaceutical interventions (ex., social distancing) are one of the only tools public health practitioners have to reduce the amount of morbidity and mortality. As businesses, recreational activities, or social events begin to resume activity during the COVID-19 pandemic, it's critical for our county departments to have guidance and recommendations on how to do so as safely as possible.

In all sectors of our community, we must be able to:

- Swiftly identify and exclude contagious persons from contact with others
- Swiftly exclude exposed persons from contact with others
- Protect workers from exposure from asymptomatic or symptomatic co-workers
- Protect workers from exposure from asymptomatic or symptomatic public
- Protect the public from exposure from workers
- Protect the public from exposure from others in the public

There are four main hierarchy of controls:

- Social Distancing,
- Engineering/Environmental Controls,
- Administrative Controls, and/or
- Personal Protective Equipment (PPE).



Using the modified hierarchy of controls, COVID-19 mitigation measures can look like:

| | |
|--|---|
| Social Distancing | <p>Keeping space between yourself and other people outside of your home. To practice social/physical distancing:</p> <ul style="list-style-type: none"> • Stay at least 6 feet (about 2 arms' length) from other people • Do not gather in groups • Stay out of crowded places and avoid mass gatherings |
| Engineering/ Environmental Controls | <p>Engineering controls involve isolating employees from work-related hazards. In workplaces where they are appropriate, these types of controls reduce exposure to hazards without relying on worker behavior and can be the most cost-effective solution to implement.</p> |
| Administrative Controls | <p>Administrative controls require action by the worker or employer. Typically, administrative controls are changes in work policy or procedures to reduce or minimize exposure to a hazard.</p> |
| PPE | <p>PPE is protective items worn to help prevent against exposures. The types of PPE worn may vary based on the task. Examples of PPE include: gloves, goggles, face shields, face masks, and respiratory protection, when appropriate.</p> |

These techniques are further defined below as a reference for county departments as they prepare to implement changes and return to the “new normal”. Some departments may find that they are already sufficiently prepared to return to operations while others may need to take some or many steps to ensure the safety of their staff and the public they serve.

Regardless of a departments specific considerations, there are measures that can be taken to mitigate the risk of infection to protect individuals:

- Use of face coverings (ex., masks, face shields).
- Incorporating engineering controls such as physical barriers where possible.
- Reconfiguring space to enable people to be located apart (ideally, at least 6 feet).
- Supporting and enabling employees to remain at home if they are unwell or have been in close contact with someone who is sick with COVID-19 related symptoms.

Strategies and recommendations for different types of controls and measures to take at your location are further defined below. Requirements that must be fulfilled by the departments are listed first. All county departments must comply with identified requirements.

Social Distancing Strategies

Establish policies and practices for social distancing in the workplace. Identify areas in your building where employees and the public may be in close contact with one another.

Employee Spacing

Requirements

- ☐ Increase physical space between employees at the worksite. Ensure that employees limit close contact (stay 6 feet apart) and follow PPE requirements (see PPE section below).
 - ☐ Limit the number of people in elevators, bathrooms, meeting spaces, break areas, locker rooms, and other common spaces; determine if there is a need to redesign office spaces and environment or layout.
 - ☐ Encourage employees to remain in their assigned work areas as much as possible.
 - ☐ Adjust floor plan to allow for desks to be spread apart. If staff share communal desk areas, split staff apart and move them into unused meeting rooms so they can spread out.
- ☐ Prevent employees from driving together in the same vehicle. If work vehicles are shared by multiple people, assign each staff member to the same vehicle for tracking purposes in case you need to notify other staff of a possible exposure.

For interacting with the public

Requirements

- ☐ Reconfigure floor space to increase physical space between employees and the public (e.g. reduce the amount of chairs in the waiting areas, use smaller displays, strategically place tables apart from, etc.).
- ☐ Utilize spacing tools for checks and lines (including outdoor lines).
 - ☐ For example, put tape on the floor to keep people adequately spaced, or place arrows in the aisle to direct the flow of movement in one direction.
- ☐ Identify alternate methods to provide services to the public when feasible. Determine which options best apply to your department:
 - ☐ Deliver products/services through curbside pick-up or delivery to prevent patrons from entering including options for electronic payment (e.g., online, over the phone, etc.).
 - ☐ Deliver services remotely (e.g. phone, video, or web).
 - ☐ Provide services by appointment only to control how many people enter.
- ☐ Use videoconferencing or teleconferencing when possible for in-person site visits or meetings with the public.
- ☐ If social distancing cannot be accommodated based on your department's layout, then limit the number of people in the establishment at one time to ensure enough space is available to social distance.

Scheduling

Recommendations

- ☐ Implement flexible worksites (e.g., telework).
- ☐ Implement flexible work hours (e.g., staggered shifts).
- ☐ Consider scheduling the same staff together to reduce the number of people exposed to others.
 - ☐ If someone becomes ill, it is easier to trace back to identify the other employees they may have been in contact with.
- ☐ Use videoconferencing or teleconferencing when possible for work-related meetings and gatherings.
 - ☐ When videoconferencing or teleconferencing is not possible, hold meetings in open, well-ventilated spaces.
- ☐ Consider downsizing operations or pausing low priority projects.
- ☐ Establish staggered lunch and break times for staff using shared lunch space.

Engineering/Environmental Control Strategies

Establish policies and practices for maintaining environmental strategies in the workplace. Evaluate your work location to determine where improvements could be made to allow for barriers to be created or installed and to remind staff to regularly clean and disinfect commonly used surfaces. For disinfection, most common EPA-registered household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available [here](#). Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).

Controls for Employees – Cleaning and Sanitizing

Requirements

- ☐ Perform routine environmental cleaning and disinfection for all frequently touched surfaces in the workplace, such as workstations, coffee stations, kitchen areas, keyboards, telephones, handrails, and doorknobs.
- ☐ Remove “soft surfaces” from the facility. Switch to chairs without padding or cushions and remove cloth table covers or switch to plastic/vinyl so surfaces are easier to clean between use.
- ☐ Perform routine environmental cleaning and disinfection in areas where the public has access. Include all commonly touched items like pens, clipboards, countertops, chairs, door handles, computers, etc.
- ☐ Provide disposable wipes around the building so that commonly used surfaces can be wiped down by employees before each use. If disposable wipes are not readily available, a sanitizer solution can be used with paper toweling.
- ☐ Discourage workers from sharing phones, desks, offices, keyboards, cash registers or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
- ☐ Wipe down surfaces or contact points after the public utilizes a service or station in the building.
- ☐ If a staff member informs their supervisor that they have COVID-19 after being in the building:
 - ☐ Perform enhanced cleaning and disinfection of the building.
 - ☐ Work with Human Resources and the Health Department to identify communication and messaging needs for your department.
- ☐ Identify a process for cleaning shared vehicles between uses and stock wipes and sanitizer in each vehicle.
- ☐ Facility Services will increase the frequency or number of days they are in the facility to clean. (*See the included Facilities Services COVID-19 Response Plan below for more information*).

Recommendations

- ☐ Departments should consider establishing a cleaning schedule dependent on shared spaces and workstations.

- ☐ If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.

Building/Workspace Adjustments

Requirements

- ☐ Post indoor/outdoor signage where it is likely to be seen by employees and the public regarding the requirement for wearing a face cover to enter and signage about not being allowed to enter if you have symptoms.
- ☐ Place hand sanitizer in employee common areas like coffee stations, kitchen areas, meeting rooms, and near printer stations.
- ☐ Ensure that employees practice good hygiene. Employees should wash their hands thoroughly with soap and water for 20 seconds upon first arriving to work, after using the restroom, before and after eating and frequently throughout the day.

Recommendations

- ☐ Post indoor/outdoor signage where it is likely to be seen by employees and the public regarding:
 - ☐ Occupancy limits
 - ☐ Department contact information (phone numbers)
 - ☐ Scheduling
 - ☐ Instructions for curbside or pick-up services
 - ☐ Additional recommendations for entry (ex., complete paperwork before entry, no children under 16, no cash payments, etc.)
 - ☐ Healthy habits (ex. handwashing, social distancing instructions, staying home when sick, etc.)

See links below for some examples of signage/information to post.

- ☐ If employees use shared desk space or work areas, consider purchasing each employee a mouse and keyboard they can use as their own to reduce the risk of spreading germs.
- ☐ Install temporary or permanent barriers to reduce the risk of exposure and the spread of germs between staff who work in a common area like glass, Plexiglas, or paneling.
- ☐ Create a physical barrier (like installing glass, Plexiglas, or paneling) between the public and staff that ensures a 6 foot distance at routine points of contact (e.g. purchase point, registration, or document review station).
- ☐ Increase ventilation rates.
- ☐ Increase the percentage of outdoor air that circulates into the system.

Controls for Interacting With the Public

Requirements

- ☐ Appropriate hand hygiene for worksite visitors including the public and anyone entering the building (ex. IT, deliveries, mail, Facilities, etc.).

- ☐ Provide soap and water in the workplace. If soap and water are not readily available, use alcohol-based hand sanitizer that is at least 60% alcohol. If hands are visibly dirty, soap and water should be chosen over hand sanitizer. Ensure that adequate supplies are maintained.
- ☐ Place hand sanitizer in multiple locations for the public to encourage hand hygiene.
- ☐ Remove all magazines, books, newspapers, menus or other unnecessary papers that patrons touch.

Recommendations

- ☐ Provide tissues and no-touch disposal receptacles.
- ☐ Discourage handshaking – encourage the use of other noncontact methods of greeting.
- ☐ Restrict the public from walking through or entering unnecessary areas within the building and close areas where physical distancing is not practical.
- ☐ Consider identifying bathrooms for public use and bathrooms for employee use.
- ☐ Consider requiring all entry to the building be made through a single entrance to control who enters.

Administrative Controls

Take proactive initiative in planning for how employees will return to work. Review policies and procedures and adjust as needed to reduce or minimize exposure during the pandemic. Identify how your department may need to shift and adapt current practices to allow for changing state and local requirements, laws, and orders.

Workplace Communications and Training

Requirements

- ☐ Communicate regularly with employees and the public regarding the status of your operations as well as any changes to policies, procedures or new requirements.
 - ☐ Develop a communication plan for how and when the department plans to communicate with staff and the public (ex., using email, social media, newsletters, etc. to announce hours, closures, or restrictions when entering the building.)
- ☐ Identify a workplace coordinator to be responsible for COVID-19 related issues and the impact at the workplace.
- ☐ Staff must receive education and training about the importance of taking healthy precautions to protect themselves and others from the spread of germs.
 - ☐ Provide training and resources about proper steps for handwashing, coughing/sneezing etiquette, cleaning and sanitizing procedures, social distancing, etc.

Health Monitoring

Requirements

- ☐ Employees must self-monitor and track their own health by keeping a daily log of symptoms and temperature so they can identify any changes in their health in a timely manner. Instruct employees to monitor and record their health prior to coming to work and if they are symptomatic, to stay home or seek medical care if needed.
 - ☐ Share the COVID-19 Check and Record Every Day (CARE) Self-Monitoring Booklet with employees as an example of a self-monitoring tracking log to as well as instructions for how to properly take a temperature and monitor personal health.
- ☐ Do not allow symptomatic staff to enter the building.
- ☐ Do not allow symptomatic public to enter the building.

Recommendations

- ☐ If the services your department provides requires interactions of more than 15 minutes with a member of the public, consider screening the health of the person coming in for services prior to entry. *See included sample screening form and visitation log template.*
 - ☐ **Note:** If you choose to screen incoming public at your location, there are required Health Insurance Portability and Accountability Act (HIPAA) rules you must follow if you plan to keep written health information provided by the public

such as the individuals name with symptoms, temperature, etc. LCHD suggests to conduct a verbal screening of the public upon entry instead of maintaining written screening checklists and to keep a written log of entrants.

- ☐ Consider keeping a log of the names of all outside individuals who enter the building.

Leave and Telework

Requirements

- ☐ Maintain flexible sick leave and time off/telework policies, consistent with public health guidance, that permit employees to stay home to care for a sick family member or to take care of children due to school and childcare closures.
- ☐ Continue COVID sick leave policy adopted by the Livingston County Board of Commissioners per Resolution #2020-05-136 approved on May 11, 2020 and subsequent revisions thereafter.

Recommendations

- ☐ If work can continue from home, allow for telework to continue to reduce the number of staff in your building and to limit exposure to others.
- ☐ Consider temporarily assigning employees at high risk for coronavirus to duties that don't involve close contact with the public. People at high risk include people who are over age 60, have underlying health conditions, or are pregnant.

Employee Support and Mental Health Resources

Requirements

- ☐ Ensure employees have access to and an awareness of the Ulliance employee assistance program (EAP) resources and community resources. Employees and their family members may need additional social, behavioral, and other services throughout the pandemic and down the road.
 - ☐ Provide this information multiple ways (ex. verbally, posted information, email, staff meetings, etc.).

See links below for some examples of signage/information to post regarding local mental health resources for employees.

Contingency Planning

Recommendations

- ☐ Assess your essential functions and the reliance the public has on your services or products.
 - ☐ Identify ways these services can still be provided as the situation changes.
- ☐ Be prepared to adjust your department's practices if needed to maintain critical operations (ex., identify alternative suppliers, prioritize existing public patrons, or temporarily suspend some of your operations).
- ☐ Identify alternate supply chains for critical goods and services. Some goods and services may be in higher demand or unavailable.

- ☐ Determine how you will operate if absenteeism spikes from increases in sick employees, those who stay home to care for sick family members, and those who must stay home to watch their children if dismissed from childcare programs and K-12 schools.
 - ☐ Identify additional staffing resources (ex., staff from other departments, staff at another site, volunteers, etc.).
 - ☐ Implement plans to adjust services provided based on absenteeism rates.
 - ☐ Allow staff to telework or work after hours.
 - ☐ Cross-train employees to perform essential functions so the workplace can operate even if key employees are absent.
- ☐ Talk with companies that provide your department with contract or temporary employees about the importance of sick employees staying home and encourage them to develop non-punitive leave policies.

Return to Work

Requirements

- ☐ Symptomatic or confirmed positive employees should follow current guidance from the Health Department to meet the requirements for return to work. As more is learned about COVID-19, guidance for quarantine and isolation may change based on studies and lessons learned. Refer to current Centers for Disease Control and Prevention (CDC) guidance about return to work requirements or contact LCHD.

Personal Protective Equipment (PPE)

PPE is protective items worn by an individual to help prevent against exposures to risks like chemicals, diseases or airborne hazards. Examples of PPE include gloves, goggles, face shields, face masks, and various types of respiratory protection. The amount of PPE worn by an employee may depend on the tasks or activities that person is performing.

There are many types of masks and face coverings. For this pandemic, medical masks (N95 particulate filtering respirators, surgical masks, etc.) should only be worn by medical professionals or individuals at high risk of exposure who are performing aerosolizing procedures (CPR, autopsy, dental work, etc.).

If an employee is performing a low-risk task (a non-aerosolizing procedure like office work or interacting with the public through conversation or non-contact) the employee should wear a mask or face covering to prevent others from the spread of their own droplets (droplet precautions). These face masks should be a non-medical grade washable cloth mask, bandana, scarf, or other appropriate cover.

At a minimum, all employees are required to wear face covering (a mask or shield) at this time. The mask should fully cover the mouth and nose of the person and can be a cloth mask, scarf or bandana. Employees must be provided to option to choose to wear a face shield in place of a face mask if they are unable to wear a mask (ex., health issue that prevents wearing a mask, claustrophobic, etc.).

Droplet Precaution Measures

Requirements

- ☐ All employees and worksite visitors, including the public and anyone entering the building (ex. IT, deliveries, mail, Facilities, etc.), must follow respiratory etiquette.
- ☐ Provide employees with disposable or cloth masks or encourage them to use their own preferred mask (ex., cloth face covering, bandana, scarf, etc.).
- ☐ Provide employees the option to wear a face shield if they prefer not to wear a face mask.
- ☐ Public entering building are required to wear a face covering.
- ☐ Provide employees with information for how to properly wear a mask including how to put it on and take off as well as information for how to store and re-use the mask if applicable.
- ☐ Identify areas of the building where masks are required – communal areas and shared workspaces (ex., entering the building, traveling through hallways or common areas like lunch rooms, coffee/printer stations, and to speak with another co-worker).
- ☐ Identify areas where masks do not need to be worn – personal workspaces (ex., employees working at their own desk as long as they are appropriately socially distanced from others or there are proper barriers in place).

- ☐ Providing employees with the option to wear disposable gloves if necessary for some tasks.

Recommendations

- ☐ If utilizing curbside services for operations, the public should remain in their vehicle and both the person in the vehicle and the staff member should wear a mask while interacting with each other.

DRAFT

Employee Illness

Follow current CDC [interim guidance](#) to identify required restrictions from on-site work activities for employees who test positive for COVID-19. This guidance also provides planning considerations for community spread of COVID-19 to help prevent workplace exposures in non-healthcare settings.

To prevent stigma and discrimination in the workplace, use only the guidance described by CDC to determine risk of COVID-19 infection. Do not make determinations of risk based on race or country of origin and be sure to maintain confidentiality of people with confirmed coronavirus infection. There is much more to learn about the transmissibility, severity, and other features of COVID-19 and investigations are ongoing.

Actively encourage sick employees to stay home

Maintain a healthy environment for your employees and the public you serve. Educate your employees about the following:

- ☐ Employees who have COVID-19 symptoms (i.e., cough, shortness of breath, fever, chills, muscle pain, sore throat, new loss of smell or taste, or other less common symptoms reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea) should notify their supervisor and stay home.
- ☐ Sick employees with suspected or diagnosed COVID-19 should follow all CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and their local health department.
- ☐ Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions in consultation with their local health department. Employees should not return to work until the criteria are met. As more is learned about COVID-19, guidance for quarantine and isolation may change based on studies and lessons learned. Refer to current CDC guidance about return to work requirements or contact LCHD.

Separate sick employees

Do not allow ill employees to come to work. Educate employees about the importance of staying home while sick with any illness, and follow this guidance for determining what to do with a sick employee:

- ☐ Employees who appear to have symptoms (i.e., cough, shortness of breath, fever, chills, muscle pain, sore throat, new loss of smell or taste, or other less common symptoms reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea) upon arrival to work or who become sick during the day should immediately be separated from other employees, the public, and visitors and sent home.
- ☐ If an employee is confirmed to have COVID-19, the employer should work with the local health department to identify possible close contacts. The employer may need to inform fellow employees of their possible exposure to COVID-19 in the workplace but must maintain confidentiality as required by the HIPAA. The employer should instruct

employees about how to proceed based on guidance from the CDC and the local health department and LCHD.

Confirmed Case of COVID-19 in the Workplace

If an employee is confirmed to have COVID-19, there are certain steps the employer should take. Take the following steps for your department upon confirmation of a positive employee:

- ☐ Work with the local health department to identify all employees who may have come into close contact with the ill employee two days prior to symptom onset. A close contact is considered to be someone who was within less than six feet of the ill person for a prolonged period of time (more than 15 minutes) without PPE.
- ☐ Ensure that the entire workplace, or affected parts thereof (depending on employee's presence in the workplace), is thoroughly cleaned and disinfected.
 - ☐ If necessary, close the work area or workplace, until all cleaning and disinfecting is completed.
- ☐ The employer may need to inform fellow employees of their possible exposure to COVID-19 in the workplace but must maintain confidentiality as required by the HIPAA. The employer should instruct employees about how to proceed based on guidance from the CDC and the local health department and LCHD. The employer may also need to communicate with employees about the presence of a confirmed case, the cleaning/disinfecting plans, and when the workplace will reopen.

Return to Work Requirements

The interim guidance provided by the CDC for the [Discontinuation of Isolation for Persons with COVID-19](#) is updated frequently as more is learned about the virus. Typically, the guidance is based off of a certain timeframe from regarding symptom onset, testing, and the resolution of symptoms. If your department is still unclear about when a positive employee can return to work after reviewing the CDC guidance, contact the Health Department at 517-546-9850.

Appendix A – Acronyms





| Acronym | Meaning |
|------------|---|
| ADA | Americans with Disabilities Act |
| CARE | Check and Record Every Day |
| CDC | Centers for Disease Control and Prevention |
| CMH | Community Mental Health |
| COVID-19 | Coronavirus Disease 2019 |
| EAP | Employee Assistance Program |
| HIPAA | Health Insurance Portability and Accountability Act |
| HSCB | Human Service Collaborative Body |
| LCHD | Livingston County Health Department |
| MDHHS | Michigan Department of Health and Human Services |
| PPE | Personal Protective Equipment |
| SARS-CoV-2 | Severe Acute Respiratory Syndrome Coronavirus 2 – <i>the virus that causes COVID-19</i> |

Appendix B – Resource List and Links






Websites

- LCHD
 - www.lchd.org
- CDC COVID-19
 - www.cdc.gov/coronavirus/2019
- CDC Frequently Asked Questions Page
 - <https://www.cdc.gov/coronavirus/2019-ncov/faq.html>
- Michigan Department of Health and Human Services (MDHHS) COVID-19
 - www.michigan.gov/coronavirus





Mental Health Support




| Title | Description | Creator | Link |
|---|---|---|---|
| Stay Home, Stay Well Resources  | Virtual ways to connect with emotional-support services without the need to leave home. | MDHHS | https://bit.ly/2ymfidR |
| “Stay home, stay Mindful” Michigan Headspace  | This special collection of meditation, sleep, and movement exercises below are designed to help you keep a strong and healthy mind in the midst of this global health crisis. <i>Also available in an app for Apple and Android devices.</i> | Headspace/ MDHHS | www.headspace.com/mi |
| Coping with the stress of COVID-19 Booklet  | Booklet/Newsletter with resources and methods for coping with stress and anxiety about COVID-19. | Livingston Human Services Collaborative Body (HSCB) | https://bit.ly/3c8U9SO |
| Community Mental Health (CMH) Services  | CMH Services of Livingston County is open for business and continues to provide for the behavioral health and substance use disorder needs of our consumers and our community members. | CMH | http://www.cmhliv.org/COVID19.htm |
| CDC Daily Life and Coping Tips | Various sections of CDC resources and tools for stress and coping with COVID-19. | CDC | https://bit.ly/2YyDuEt |

Signage

| Title | Description | Creator | Link |
|---|--|---------|---|
| Germes are All Around You  | Reminder to wash your hands to reduce the spread of germs. | CDC | https://bit.ly/2W3l2Ro |
| Feeling Sick? Stay Home from Work Poster  | Poster about reminding people to assess their symptoms/health before entering a building. | CDC | https://bit.ly/2YHDRN3 |
| Stop the Spread of Germs  | Poster to show how to take actions to stop the spread of germs around you. | CDC | https://bit.ly/2LoK9cF |
| Wash Your Hands  | Post in restrooms to remind staff and patrons the process for washing hands. | CDC | https://bit.ly/2z9qKJR |
| STOP: Face masks required/ Do not enter if you are sick  | Poster to hang outside to remind staff and the public that they may not enter without wearing a mask or if they are symptomatic. | LCHD | https://bit.ly/2T1BqRz – 8.5x11in Landscape https://bit.ly/3bsGK71 – 8.5x11in Portrait https://bit.ly/2WtJhtq – 18x24in Portrait |

Handouts

| Title | Description | Creator | Link |
|---|---|--------------|--|
| When is it safe to leave home?  | <p>Fact sheet to explain to an employee when they can leave quarantine or isolation.</p> | <p>MDHHS</p> | <p>https://bit.ly/2W4o09A</p> |
| Face Coverings Frequently Asked Questions  | <p>Fact sheet to explain to employees the importance and reasons for wearing masks.</p> | <p>MDHHS</p> | <p>https://bit.ly/2YDvmSY</p> |
| COVID-19 Testing Process Matrix  | <p>Fact sheet to explain to an employee what they should do if they think they were exposed to COVID-19.</p> | <p>MDHHS</p> | <p>https://bit.ly/2WzdAO2</p> |
| How to Protect Yourself and Others  | <p>All-encompassing fact sheet to provide to employees about steps they should take to protect themselves against getting COVID-19.</p> | <p>CDC</p> | <p>https://bit.ly/2zX5aIF</p> |

| | | | |
|---|--|----------------|--|
| <p>CDC Guidance for Cleaning and Disinfecting</p>  | <p>Thorough guidance about how and what to clean within the workspace environment.</p> | <p>CDC/EPA</p> | <p>https://bit.ly/35HyuyR</p> |
| <p>CDC Guidance for Cleaning and Disinfecting – Decision Tool</p>  | <p>Decision Tool for staff to identify the need and frequency of cleaning items they come into contact with.</p> | <p>CDC/EPA</p> | <p>https://bit.ly/3fCVrb9</p> |
| <p>COVID-19 Check and Record Every Day (CARE) Self-Monitoring Booklet</p>  | <p>A booklet employees can use for self-monitoring to track and record their symptoms and temperature.</p> | <p>LCHD</p> | <p>https://bit.ly/2znPCNM</p> |



LIVINGSTON COUNTY

Employee/Volunteer Self-Monitoring Protocol and Agreement

For Coronavirus 19 (COVID-19)



Due to the Coronavirus 19 (COVID-19) outbreak, Livingston County is adopting policies to prevent workers from entering the premises if they display symptoms of COVID-19 or have had contact with a person who is known or suspected to have COVID-19.

All Livingston County employees and volunteers who report to work are required to self-monitor on a daily basis. Employees must watch for signs and symptoms of COVID-19 including: acute (or worsening of chronic) cough, acute (or worsening of chronic) shortness of breath, fever, chills, muscle pain, sore throat, new loss of smell or taste, or other less common symptoms reported, including gastrointestinal symptoms like nausea, vomiting, or new onset (or worsening of chronic) diarrhea. Employees are encouraged to utilize the Livingston County Health Department (LCHD) Livingston County Employee Self-Monitoring Booklet for guidance and to track their daily health observations.

I have read and understand the Livingston County Employee/Volunteer Self-Monitoring Protocol above and agree to monitor and document my symptoms daily before reporting to work.

Signature

Date



LIVINGSTON COUNTY COVID-19 Screening Form

Have you tested positive for COVID-19 in the past 14 days? Yes / No

If the person answers “**yes**”, deny entry until their required isolation is complete.

If the person answers “**no**”, continue with the screening questions below.

In the past 24 hours, have you experienced any of the following *symptoms:

Acute (or worsening of chronic) cough: Yes / No

Acute (or worsening of chronic) shortness
of breath or difficulty breathing: Yes / No

Fever: Yes / No

Chills: Yes / No

Muscle pain: Yes / No

Sore throat: Yes / No

New loss of taste or smell: Yes / No

New onset (or worsening of chronic) diarrhea Yes / No

** This list may not be inclusive of all possible COVID-19 symptoms. Other less common symptoms have been reported, including nausea, vomiting, and headaches.*

If the person answers “**yes**” to any of these symptoms and **they are not due to existing condition**, deny entry and encourage them to speak with a healthcare provider.

If the person answers “**no**” to the symptoms above, allow entry and have them sign in on the Entrant Tracking Log.

[illegible]



CARE:

Check and Record Every Day

May 2020

LIVINGSTON COUNTY 
Health Department

Introduction

During a time of sustained community spread of coronavirus disease 2019 (COVID-19), all individuals are at some risk for exposure within the community. This booklet provides important information about monitoring yourself and your loved ones for symptoms of COVID-19. COVID-19 is a respiratory illness caused by a virus that can spread from person to person.

All individuals are at some risk for exposure within the community. Take these steps to monitor your health:

1. Take your temperature with a thermometer two times a day and watch for cough, difficulty breathing or other symptoms of COVID-19 (see instructions in this booklet).
2. Practice everyday preventive actions to reduce your risk of getting or spreading illness (see below).
3. Practice social distancing by keeping your distance from others (about 6 feet or 2 meters) and limit your activities in public.
4. If you get sick with fever, cough, trouble breathing, or other COVID-19 symptoms, follow instructions on page 4.

Your local health department may have specific instructions for you to follow that may be more restrictive than described above. If you are found to be a close contact of a confirmed COVID-19 case, you will be contacted by your local health department.

Practice Everyday Preventive Actions

The Centers for Disease Control and Prevention (CDC) recommends several actions for preventing the spread of respiratory illnesses, like COVID-19. It is a good habit to practice everyday preventive actions at all times.



If you have a medical emergency, call 911. If you develop symptoms, contact your health care provider to determine if you need to go for testing. Contact your provider before you leave so they can plan for your arrival. If you do not have a health care provider, contact LCHD. Testing sites are changing daily.

Check your Health and Record Every Day

COVID-19 is spreading throughout our community. If you have been exposed to a person with COVID-19, it may take between 2 to 14 days to know if you will get sick. It is important to check your health two times each day during this time of sustained community spread. Follow the steps below to check and record your health.

Step 1: Do health checks every morning and every night.

- Take your temperature.
- In addition to fever, be alert for any other symptoms of COVID-19, including:
 - New or worsening cough
 - Shortness of breath or difficulty breathing
 - Chills
 - Sore throat
 - Muscle pain
 - New loss of taste or smell
 - Gastrointestinal symptoms like nausea, vomiting, or diarrhea (less common)
- Write your temperature and any symptoms in the log included in this booklet.

Step 2: If you have a fever (fever is 100.4° F/38° C or higher), cough, or trouble breathing:

1. Do not go out in public.
2. Call your health care provider to inform them of your symptoms – call ahead before you go to a doctor's office or urgent care. If they recommend COVID-19 testing, you can call the Livingston County Health Department (LCHD) for up-to-date testing locations at 517-546-9850.
3. Avoid contact with others.
4. Stay home while you are sick, except to seek medical care.
5. Cover your mouth and nose with a tissue or your sleeve (not your hands) when coughing or sneezing.
6. Wash hands often with soap and water for at least 20 seconds to avoid spreading the virus to others.
7. Wash your hands with soap and water immediately after coughing, sneezing, or blowing your nose. If soap and water are not available, you can use an alcohol-based hand sanitizer that contains 60%-95% alcohol. Always wash hands with soap and water if hands are visibly dirty.

If you have a medical emergency, call 911. If you develop symptoms, contact your health care provider to determine if you need to go for testing. Contact your provider before you leave so they can plan for your arrival. If you do not have a health care provider, contact LCHD. Testing sites are changing daily.

Before you Take your Temperature

- Wait 30 minutes after eating, drinking, or exercising.
- Wait at least 6 hours after taking medicines that can lower your temperature, like:
 - Acetaminophen* (also called Tylenol)
 - Ibuprofen*
 - Aspirin*

*Check with your health care provider for dosage and frequency for any fever-reducing medications.

How to Take your Temperature



1. Turn the thermometer on by pressing the button near the screen.



2. Hold the tip of the thermometer under your tongue until it beeps. Do not bite the thermometer.



3. Read your temperature on the screen. If your temperature is 100.4°F/38°C or higher, you have a fever.



4. Write your temperature on the 14-day Symptom and Temperature Log in this booklet.



5. Clean your thermometer with soap and water and dry it well.

If you have a medical emergency, call 911. If you develop symptoms, contact your health care provider to determine if you need to go for testing. Contact your provider before you leave so they can plan for your arrival. If you do not have a health care provider, contact LCHD. Testing sites are changing daily.

How to Use your Symptom and Temperature Log

Two times a day (morning and night), write down your temperature and any COVID-19 symptoms you may have: new or worsening cough, difficulty breathing, fever, sore throat, chills, muscle pain, and new loss of taste or smell. Less common symptoms include nausea, vomiting, and diarrhea.

1. Fill in the dates on the log, starting with Day 1 and ending with Day 31.
2. Start recording your temperature and symptoms. **Fever is 100.4°F/38°C or higher.**
 1. If you get sick, contact your health care provider. If you do not have a health care provider, you can call LCHD for up-to-date testing locations at 517-546-9850.
3. Print more copies of the Symptom and Temperature Log, as needed. This is an ongoing and quickly changing situation; you may need to monitor your health for more than a month.

| Symptom and Temperature Log | | | | | | (Page 1 of 2) |
|-----------------------------|---|--|--|--|-------------|---------------|
| Month: <u>May</u> | | Employee Name: <u>John Doe</u> | | | | |
| DATE | SYMPTOMS | | | | TEMPERATURE | |
| <u>5/1/2020</u> | <input checked="" type="checkbox"/> No symptoms <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Cough <input type="checkbox"/> Chills | <input type="checkbox"/> Shortness of breath <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> Sore throat <input type="checkbox"/> GI symptoms* | AM | 98.6 |
| <u>5/2/2020</u> | <input checked="" type="checkbox"/> No symptoms <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Cough <input type="checkbox"/> Chills | <input type="checkbox"/> Shortness of breath <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> Sore throat <input type="checkbox"/> GI symptoms* | AM | 98.4 |
| <u>5/3/2020</u> | <input type="checkbox"/> No symptoms <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Cough <input type="checkbox"/> Chills | <input type="checkbox"/> Shortness of breath <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> Sore throat <input type="checkbox"/> GI symptoms* | AM | 98.5 |
| <u>5/4/2020</u> | <input type="checkbox"/> No symptoms <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Cough <input type="checkbox"/> Chills | <input type="checkbox"/> Shortness of breath <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> Sore throat <input type="checkbox"/> GI symptoms* | AM | 98.7 |
| <u>5/5/2020</u> | <input type="checkbox"/> No symptoms <input type="checkbox"/> Muscle pain | <input checked="" type="checkbox"/> Cough <input type="checkbox"/> Chills | <input type="checkbox"/> Shortness of breath <input type="checkbox"/> New loss of taste/smell | <input checked="" type="checkbox"/> Sore throat <input type="checkbox"/> GI symptoms* | AM | 99.8 |
| <u>5/6/2020</u> | <input type="checkbox"/> No symptoms <input type="checkbox"/> Muscle pain | <input checked="" type="checkbox"/> Cough <input type="checkbox"/> Chills | <input checked="" type="checkbox"/> New loss of taste/smell | <input checked="" type="checkbox"/> Sore throat <input type="checkbox"/> GI symptoms* | AM | 100.3 |
| | | | | | PM | 100.5 |

If you have a medical emergency, call 911. If you develop symptoms, contact your health care provider to determine if you need to go for testing. Contact your provider before you leave so they can plan for your arrival. If you do not have a health care provider, contact LCHD. Testing sites are changing daily.

Symptom and Temperature Log

(Page 1 of 2)

Month: _____ Employee Name: _____

| DATE | SYMPTOMS | | | | TEMPERATURE |
|-------|--------------------------------------|---------------------------------|--|---------------------------------------|-------------|
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| _____ | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |

If you have a medical emergency, call 911. If you develop symptoms, contact your health care provider to determine if you need to go for testing. Contact your provider before you leave so they can plan for your arrival. If you do not have a health care provider, contact LCHD. Testing sites are changing daily.

Symptom and Temperature Log

(Page 2 of 2)

| DATE | SYMPTOMS | | | | TEMPERATURE |
|------|--------------------------------------|---------------------------------|--|---------------------------------------|-------------|
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |
| | <input type="checkbox"/> No symptoms | <input type="checkbox"/> Cough | <input type="checkbox"/> Shortness of breath | <input type="checkbox"/> Sore throat | AM |
| | <input type="checkbox"/> Muscle pain | <input type="checkbox"/> Chills | <input type="checkbox"/> New loss of taste/smell | <input type="checkbox"/> GI symptoms* | PM |



If you get sick, notify your employer and contact your health care provider. If you do not have a health care provider, you can call LCHD for up-to-date testing locations at 517-546-9850.

***GI symptoms:** Less common symptoms of COVID-19 include gastrointestinal symptoms like nausea, vomiting, or diarrhea.

If you have a medical emergency, call 911. If you develop symptoms, contact your health care provider to determine if you need to go for testing. Contact your provider before you leave so they can plan for your arrival. If you do not have a health care provider, contact LCHD. Testing sites are changing daily.

Resources for More Information

Livingston County Health Department (LCHD):

<https://www.livgov.com/health/ph/Pages/COVID19.aspx>

Michigan Department of Health and Human Services (MDHHS):

<https://www.michigan.gov/coronavirus>

Centers for Disease Control and Prevention (CDC):

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

World Health Organization (WHO):

<https://www.who.int/emergencies/diseases/novel-coronavirus-2019>



LIVINGSTON COUNTY Health Department

2300 E Grand River Ave., Suite 102
Howell, MI 48843

517-546-9850



www.LCHD.org

This resource is for informational purposes only and is not intended for self-diagnosis or as a substitute for consultation with a health care provider. For more information contact your health care provider or visit the Centers for Disease Control and Prevention at www.cdc.gov. The information provided within this guide has been adapted from the CDC's CARE: *Check and Record Everyday*, 2020.

If you have a medical emergency, call 911. If you develop symptoms, contact your health care provider to determine if you need to go for testing. Contact your provider before you leave so they can plan for your arrival. If you do not have a health care provider, contact LCHD. Testing sites are changing daily.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving the Employment Agreement with Nathan Burd for County Administrator – Board of Commissioners

WHEREAS, on May 11, 2020, the Board of Commissioners approved a conditional offer of appointment for the position of County Administrator for Nathan Burd, contingent upon him fulfilling to the sole satisfaction of the County, all County post-interview requirements and verifications and executing an employment agreement in a form acceptable to the County; and

WHEREAS, Mr. Burd has executed an employment agreement in a form acceptable to the County and is in the process of fulfilling all County post-interview requirements and verifications; and

WHEREAS, the approval of the employment agreement by the Board of Commissioners, contingent upon the fulfilling of all County post-interview requirements and verifications, is the final action needed to execute this agreement.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the Employment Agreement of Nathan Burd for the position of County Administrator and the Chair of the Board of Commissioners is authorized to sign the Employment Agreement, approved as to form by civil counsel, upon the fulfillment of all County post-interview requirements and verifications to the sole satisfaction of the County.

#

#

#

**MOVED:
SECONDED:
CARRIED:**

**LIVINGSTON COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is entered into this 20th day of May, 2020, by and between County of Livingston, a municipal corporation and political subdivision of the State of Michigan with administrative offices at 304 E. Grand River, Suite 202, Howell, Michigan 48843, acting through the Livingston County Board of Commissioners ("Board"), and Nathan Burd ("Employee").

W I T N E S S E T H:

WHEREAS, the Board requires the services of a qualified person to serve as the Livingston County Administrator; and

WHEREAS, the Employee desires to provide such services and is qualified to perform the same.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** between the parties as follows:

1. **Employment.** The Employee will be employed as the County Administrator of Livingston County ("County"), upon the terms and conditions in this Agreement. It is expressly understood and agreed by the Board and the Employee that the Employee will be an "at-will" employee of the Board pursuant to MCL 46.11(o). Either the Employee or the Board may terminate this agreement with or without cause as provided below.

2. **Duties.**

- A. The Employee will perform such duties and responsibilities as required and directed by the Board and in accordance with the laws of the State of Michigan, and will perform such other duties and functions as may be required. The Employee agrees that at all times he will faithfully and to the best of his ability, experience and talents perform all the duties that may be required of him. The Employee will report to the Board and such specific commissioners as may be designated by the Board from time to time in its discretion.
- B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs.
- C. While employed under this Agreement, the Employee will abide by, enforce, and comply with the policies and governance directives of the Employer.

- D. The Employee agrees to represent the Employer and its essential interests at appropriate meetings and by means of correspondence as authorized by policy or directives of the Employer.
- E. Work Hours. It is understood and agreed by the parties that in order to perform the expectations of the Employer under this Agreement the Employee will devote (1) whatever time and attention is necessary and (2) that the endeavor will require at a minimum the full time effort of at least forty (40) hours per week toward the discharge of the Employee duties and responsibilities set forth in this Agreement.
- F. The Employee will recommend and implement policies of the Board relating to general administration, including without limitation, budget and financial management, employer relations and labor negotiations, facilities and equipment management and other internal services as requested by the Board or initiated by the Employee as appropriate and necessary.

3. Term. The term of this Agreement will be for a 3 year period commencing on the July 27, 2020, and continuing until July 26, 2023, unless terminated by either the Board or Employee, with or without cause, pursuant to the termination provisions of this Agreement. Each party will provide at least 60 calendar days prior written notice to the other party, provided there are at least 60 calendar days remaining before the Agreement expiration of July 26, 2023. The Board may waive the Employee's notice requirement. Such notice will not be required if the Employee is terminated by the Board for "cause" as defined below.

4. Termination and Severance.

- A. The Employee's employment Agreement may be terminated with or without cause by a majority vote of the total number of the County's Board members elected and serving at a meeting held in compliance with the Open Meetings Act.
- B. Without Cause:
 - 1. Severance Salary and Healthcare Continuation. In the event that the Employee's employment is terminated without cause pursuant to this provision, the Employer will pay the Employee his biweekly salary and health insurance benefits for a maximum period of 90 calendar days from the Employee's last date of active employment, subject to normal withholdings, so long as there are at least 90 days or more remaining in this Agreement. In the event there are less than 90 days remaining in the term of this Agreement, the Employer will pay the Employee his biweekly salary and health insurance benefits for the balance of the term of the Agreement.

2. To receive severance benefits, Employee will be required to execute a general release form to be determined by the Board.

C. With Cause:

1. For the purposes of this agreement "cause" includes, but is not limited to:
 - a. Conviction of or pleading guilty or no contest to a felony;
 - b. Embezzlement;
 - c. Dishonesty;
 - d. Theft;
 - e. Misappropriation of funds;
 - f. Incompetence or neglect of duty;
 - g. Reporting to work or working in an intoxicated condition;
 - h. Illegal activity on the County's premises during work or non-work hours;
 - i. Unauthorized use of Employer's property, equipment or facilities;
 - j. Falsification or unauthorized alteration of Employer's documents or records;
 - k. Improper use of leave time including falsification of information to secure leave time;
 - l. A pattern or failure to work cooperatively with community service agencies or courts;
 - m. Insubordination;
 - n. Sexual harassment of employees or third-parties; or
 - o. Any other material breach of the Employee's obligations under this Agreement.

2. Any termination for cause will be effective immediately, and the Employee's compensation will be terminated immediately. The Employee will not be entitled any severance benefit in the case of a for cause termination.

5. **Return of Property.** Upon termination of employment, the Employee will return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Board, which the Employee may possess or control, and will sign a statement verifying return of such property.

6. **Compensation.**

- A. The Board will pay, and the Employee will receive, an annual salary of \$127,722.00 (Step 2 on the salary schedule for the position) effective at the beginning of the term of this agreement, in accordance with County policy to be paid in bi-weekly installment payments, for services rendered

pursuant to this Agreement. The annual salary will be increased according to County policy pursuant to the salary schedule. It is agreed between the parties that the Employee is exempt from the overtime provisions of the Federal Fair Labor Standards Act and that the Employee will not be entitled to and will not receive overtime compensation. In the event of termination of employment, the Employee's salary will be pro-rated to the effective date of termination.

- B. The Board may further increase the salary and/or other benefits of the Employee in such amounts and to the extent as the Board, in its sole discretion, may desire.

7. **Fringe Benefits.** Effective upon eligibility, the Employee will be entitled to the following fringe benefits as provided by the Board to its other Employees:

- A. Health Insurance (including life insurance; hospital, surgical and medical care expense benefits; disability insurance and dental insurance).
- B. Retirement Benefits under the County's MERS of Michigan Hybrid Pension Program for full-time employees.

The Employee will receive 15 vacation days per each year of the Agreement, accrued at the beginning of each employment anniversary year, and personal, sick and holiday leave as provided to all full-time County employees, in accordance with established Board policy.

8. **Professional Development.** The Employee may attend, with prior Board approval, professional meetings at the local, state and national level, the reasonable expenses of such attendance to be paid by the Board. The Board agrees, within budget limitations, and subject to the Board's approval, to pay for the professional dues and subscriptions of the Employee necessary for the Employee's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the County.

9. **Mileage Reimbursement.** The Employee will be reimbursed for motor vehicle mileage incurred in the course of County business at a rate per mile as established by the Board when the Employee must drive his own vehicle. Mileage reimbursement is meant to cover only those miles incurred above and beyond the employee's normal commute to his normal place of business. When possible, the use of a County owned vehicle is encouraged.

10. **Performance Evaluation.** The Board Chair will review and evaluate the performance of the Employee on or before July 1 of each year. The review and evaluation will be in accordance with criteria developed by the Board. Criteria may be added or deleted as the Board may, from time to time, determine. The Employee will have an opportunity to discuss his evaluation with the Board and may be requested by the Board Chair to submit a self-evaluation.

The Board's failure to timely evaluate will not constitute a breach of this Agreement. It is requested that the Employee will timely inform the Board of its obligations in this provision.

11. Non-Discrimination. The Employee, as required by law, will not discriminate against any person seeking services from the County or against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, height, weight, marital status, religion, national origin, age, or sex. Breach of this covenant may be regarded as a material breach of this Agreement.

12. Outside Employment. The Employee will not engage in any employment or business outside of this Agreement, except when approved in advance by the Board and under the following circumstances:

- A. The Employee, while engaging in outside or supplemental employment will:
 - 1. Not use the County's facilities as a source of referral for private customers or clients.
 - 2. Not be engaged in outside employment during the Employee's regular working hours.
 - 3. Not use the name of the County or its members as a credential in advertising or soliciting customers or clients.
 - 4. Not use the County's supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.
 - 5. Maintain a clear separation of outside or supplemental employment from activities performed for the County.
 - 6. Not cause any conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the Employee's duties.
- B. The Board and County will not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

13. Compliance with the Law. The Employee will perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

14. Complete Agreement. This Agreement constitutes the complete agreement concerning the employment arrangement between the parties and will, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is understood and agreed that this Agreement will supersede and take precedence over any other document, handbook, benefit plan or other material which could otherwise be construed as being

contractual in nature, whether in existence prior to, currently or subsequent to the execution of this Agreement, unless such other document, handbook, plan or material is made expressly applicable to the Employee by this Agreement or by formal action of the Board. It is further understood that no Board personnel has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by a formal action of the Board.

15. **Applicable Law and Venue.** This Agreement will be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the Employer, or the Employer is made a party thereof, the parties acknowledge and agree that the venue for such actions will be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action will be the Federal Judicial District of Michigan, Eastern District, Southern Division.

16. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

17. **Assignment or Subcontracting.** The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

18. **Modification of Agreement.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

19. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and will be disregarded when construing or interpreting any of the provisions of this Agreement.

20. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement will not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

21. **Certification.** The persons signing this Agreement on behalf of the parties hereto 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.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

**LIVINGSTON COUNTY BOARD OF
COMMISSIONERS**

EMPLOYEE

By: _____
CAROL S. GRIFFITH – CHAIR
COUNTY BOARD OF COMMISSIONERS

By: *Nathan Burd*
NATHAN BURD

Dated: _____

Dated: *5/19/20*

APPROVED AS TO FORM FOR COUNTY OF
LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: MATTIS D. NORDEFJORD
On: May 18, 2020

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