

FINANCE COMMITTEE

AGENDA

October 7, 2020, 7:30 AM

Zoom Virtual Meeting Room

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

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

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Dated: October 7, 2020

10. PREAUTHORIZED

Dated: September 18 through October 1, 2020

11. CALL TO THE PUBLIC

12. ADJOURNMENT

FINANCE COMMITTEE

MEETING MINUTES

September 23, 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 Douglas Helzerman, William Green , Wes Nakagiri, Robert Bezotte, Carol Griffith, and Jay Gross

Members Absent Kate Lawrence , Gary Childs

1. CALL MEETING TO ORDER

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

Commissioner Helzerman asked for a moment of silent reflection.

2. ROLL CALL

Indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Meeting minutes dated: September 22, 2020

Motion to approve the minutes as presented.

Moved by: R. Bezotte

Seconded by: J. Gross

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved by: W. Green

Seconded by: C. Griffith

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

6. CALL TO THE PUBLIC

None.

7. REPORTS

None.

8. RESOLUTIONS FOR CONSIDERATION

8.1 Human Resources

Resolution to Modify the Non-Union Employees, Elected Officials, Commissioners, and Judges Benefit Plans for 2021 Fiscal Year

Jennifer Palmbos presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: W. Green

Seconded by: R. Bezotte

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.2 Court Central Services

Resolution Authorizing Extension of Juvenile Drug Treatment Court Attorney Services Contract until 12/31/2020

Sara Applegate presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: W. Green

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.3 Court Central Services

Resolution Authorizing a Budget Amendment for State of Michigan Coronavirus Emergency Supplemental Funding

Roberta Sacharski presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: R. Bezotte

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.4 Court Central Services

Resolution Authorizing an Agreement with D'n'A-Drug and Alcohol Testing Centers to Provide Drug and Alcohol Testing Services

Sara Applegate presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: W. Green

Yes (5): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, and C. Griffith

No (1): J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (5 to 1)

8.5 Court Central Services

Resolution Authorizing Contracts to Provide Residential Substance Use Treatment Services for Specialty Courts and Programs

Sara Applegate presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: W. Green

Yes (5): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, and C. Griffith

No (1): J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (5 to 1)

8.6 Health Department

Resolution to Accept Michigan Department of Health and Human Services (MDHHS) Coronavirus Relief Fund (CRF) to Support Livingston County Health Department's Covid-19 Response

Dianne McCormick presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: R. Bezotte

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.7 Fiscal Services

Resolution Authorizing the Acceptance of the Coronavirus Relief Local Government Grants (CRLGG) Program in Fiscal Year 2020

Cindy Catanach presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: W. Green

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.8 Emergency Management

Resolution Authorizing the Acceptance and Signing of the FY 2021 Emergency Management Performance Grant

Therese Cremona presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: R. Bezotte

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.9 Planning Department

Resolution Authorizing a Community Development Block Grant (CDBG) CARES Funding Grant with the Michigan Economic Development Corporation (MEDC) to Assist with the Prevention, Mitigation and Response to COVID-19

Kathleen Kline-Hudson presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: J. Gross

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.10 Prosecutor

Resolution Authorizing Crime Victim Rights Grant for Fiscal Year 2021

Bill Vaillencourt presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: W. Nakagiri

Seconded by: J. Gross

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.11 Jail

Resolution Authorizing the Purchase and Upgrade of Camera Equipment for the Jail

Tarneseia Pringle presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: J. Gross

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.12 Jail

Resolution Authorizing a Budget Amendment to the Sheriff Jail 2020 Operating Budget

Undersheriff Warder presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: W. Green

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

8.13 Jail

Resolution Amending Resolution 2020-09-211 Authorizing Additional Fencing at Rear of Jail to Secure Building and Protect Inmates

Undersheriff Warder presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: R. Bezotte

Seconded by: W. Green

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

9. ANNUAL REPORTS

9.1 Treasurer

Jennifer Nash, County Treasurer, presented the Annual Report of the County Treasurer's Office and answered questions.

9.2 Information Technology

Kris Tobbe, Department Director, and department staff including: Diane Gregor, Allison Nalepa, Tim Miles, and Renee Bingham, presented the report and answered questions.

10. CLAIMS

Dated: September 23, 2020

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: R. Bezotte

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

11. PREAUTHORIZED

Dated: September 4 through September 17, 2020

Recommend Motion to the Board of Commissioners.

Moved by: W. Green

Seconded by: C. Griffith

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)

12. CALL TO THE PUBLIC

None.

13. ADJOURNMENT

Motion to adjourn the meeting at 10:17 a.m.

Moved by: C. Griffith

Seconded by: W. Green

Yes (6): D. Helzerman, W. Green , W. Nakagiri, R. Bezotte, C. Griffith, and J. Gross

Absent (2): K. Lawrence , and G. Childs

Motion Carried (6 to 0)



Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Replacement Vehicle Leases for Health Department COVID-19 Response Activities – Car Pool

WHEREAS, the Livingston County Car Pool Department is requesting authorization to replace two (2) Health Department vehicles that have been recommended for replacement with new vehicles leased through the County’s partnership with Enterprise Fleet Management; and

WHEREAS, the Health Department has grant funding available from the Michigan Department of Health and Human Services (MDHHS) for COVID-19 Response activities, under which vehicle acquisition is an eligible expense; and

WHEREAS, as noted in Resolution 2020-09-223 the grant funds must be used by December 31, 2020, and as a result the replacement vehicles will be self-funded leases whereby the entire lease cost is paid up front, with no set lease term or mileage caps; and

WHEREAS, Enterprise provided quotes for the replacement vehicles, a 2020 Jeep Compass and 2020 Chrysler Voyager, for an amount not to exceed \$49,462; and

WHEREAS, the lease costs and vehicle operating costs will be paid by Car Pool, which will charge the Health Department back through the Munis General Billing module.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Car Pool department to replace two (2) Health Department vehicles with replacements leased through the County’s partnership with Enterprise Fleet Management for an amount not to exceed \$49,462.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorize any budget amendments or transfers necessary to effectuate the above leases.

BE IT FURTHER RESOLVED that the Car Pool Department is hereby authorized to dispose of the decommissioned County-owned vehicles being replaced per the County Purchasing/Disposal Policy.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 9/30/2020
**Re: Resolution Authorizing Replacement Vehicle Leases for Health Department
COVID-19 Response Activities – Car Pool**

The Car Pool Department is requesting authorization to replace two (2) Health Department vehicles that have been recommended for replacement with new vehicles leased through the County's partnership with Enterprise Fleet Management.

The Health Department has grant funding available from the Michigan Department of Health and Human Services (MDHHS) for COVID-19 Response activities, under which vehicle acquisition is an eligible expense. As noted in Resolution 2020-09-223 the grant funds must be used by December 31, 2020, and as a result the replacement vehicles will be self-funded leases whereby the entire lease cost is paid up front, with no set lease term or mileage caps.

Enterprise provided quotes for the replacement vehicles, a 2020 Jeep Compass and 2020 Chrysler Voyager. Those quotes are attached (see highlighted figure on page 1). To ensure delivery by December 31, 2020 these vehicles will be acquired from dealer stock, and because pricing varies between dealerships, Enterprise recommended adding 4% to the quoted prices for budget estimation.

The County-owned vehicles being replaced will be disposed of via public auction by the Car Pool department.

If you have any questions please contact me directly at x7843.

Prepared For: County of Livingston
Kellogg, Greg

Date 10/01/2020
AE/AM EAD/LBW

Unit #

Year 2020 **Make** Chrysler **Model** Voyager

Series L Passenger Van

Vehicle Order Type In-Stock **Term** 12 **State** MI **Customer#** 569224

\$ 24,542.21 Capitalized Price of Vehicle¹

\$ 0.00 * Sales Tax 0.0000% **State** MI

\$ 103.00 * Initial License Fee

\$ 0.00 Registration Fee

\$ 0.00 Other: (See Page 2)

\$ 24,042.21 * Capitalized Price Reduction

\$ 0.00 * Tax on Capitalized Price Reduction

\$ 0.00 Gain Applied From Prior Unit

\$ 0.00 * Tax on Gain On Prior

\$ 0.00 * Security Deposit

\$ 0.00 * Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 500.00 Total Capitalized Amount (Delivered Price)

\$ 0.05 Depreciation Reserve @ 0.0100%

\$ 34.93 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)²

\$ 34.98 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 41.33 Full Maintenance Program³ Contract Miles 10,000

OverMileage Charge \$ 0.0000 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

Tires 0

Loaner Vehicle Not Included

\$ 41.33 **Additional Services SubTotal**

\$ 0.00 Sales Tax 6.0000%

State MI

\$ 76.31 **Total Monthly Rental Including Additional Services**

\$ 499.40 Reduced Book Value at 12 Months

\$ 395.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color

Interior Color

Lic. Plate Type Title Only

GVWR 0

Quote based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Livingston

BY **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

| Description | (B)illed or (C)apped | Price |
|---------------------------------|----------------------|-----------|
| Pricing Plan Delivery Charge | B | \$ 100.00 |
| Courtesy Delivery Fee | C | \$ 0.00 |
| | | |
| Total Other Charges Billed | | \$ 100.00 |
| Total Other Charges Capitalized | | \$ 0.00 |
| Other Charges Total | | \$ 100.00 |

VEHICLE INFORMATION:

2020 Chrysler Voyager L Passenger Van - US

Series ID: RUCE53

Pricing Summary:

| | INVOICE | MSRP |
|--------------------|--------------------|--------------------|
| Base Vehicle | \$26,696 | \$26,985.00 |
| Total Options | \$0.00 | \$0.00 |
| Destination Charge | \$1,495.00 | \$1,495.00 |
| Total Price | \$28,191.00 | \$28,480.00 |

SELECTED COLOR:

Exterior: -

Interior: -

SELECTED OPTIONS:

| CODE | DESCRIPTION | INVOICE | MSRP |
|-------|---------------------------------------|---------|------|
| 27B | Quick Order Package 27B | NC | NC |
| APA | Monotone Paint Application | STD | STD |
| DFH | Transmission: 9-Speed 948TE Automatic | STD | STD |
| ERC | Engine: 3.6L V6 24V VVT UPG I w/ESS | STD | STD |
| H7 | Cloth Bucket Seats | STD | STD |
| NAS | 50 State Emissions | NC | NC |
| SDA | Normal Duty Suspension | STD | STD |
| STDAX | 3.25 Axle Ratio | STD | STD |
| TMK | Tires: 235/65R17 BSW AS | STD | STD |
| UAG | Radio: Uconnect 4 w/7" Display | STD | STD |
| WFU | Wheels: 17" x 7.5" Steel | STD | STD |
| Z1A | GVWR: 6,055 lbs | STD | STD |

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: sliding rear passenger doors
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Trunk FOB Controls: keyfob trunk/hatch/door release
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: partial floor console with box
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
IP Storage: bin instrument-panel storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Wipers: variable intermittent wipers
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter

Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front and rear seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 3 fixed third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Rear Seat Type: rear manual reclining full bench seat
Rear Folding Position: rear seat fold-forward seatback

Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row manual 60-40 split-bench seat
3rd Row Electric Control: Stow 'n Go fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert
Shift Knob Trim: metal-look shift knob
Interior Accents: piano black/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: carpet cargo mat
Cargo Tie Downs: cargo tie-downs
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit

Standard Engine:

Engine 287-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of Livingston ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 3rd day of Feb, 2020, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the second to last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Quote #</u> |
|-------------|-------------|--------------|----------------|
| 2020 | Chrysler | Voyager | 4774504 |

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

County of Livingston ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By Tom Dolan Digitally signed by Tom Dolan

By _____

Title: Fleet Management AVP

Title: _____

Prepared For: County of Livingston
Kellogg, Greg

Date 10/01/2020
AE/AM EAD/LBW

Unit #

Year 2021 **Make** Jeep **Model** Compass

Series Sport 4dr 4x4

Vehicle Order Type In-Stock **Term** 12 **State** MI **Customer#** 569224

| | |
|---------------------|---|
| \$ 22,396.00 | Capitalized Price of Vehicle¹ |
| \$ 0.00 * | Sales Tax <u>0.0000%</u> State <u>MI</u> |
| \$ 103.00 * | Initial License Fee |
| \$ 0.00 | Registration Fee |
| \$ 0.00 | Other: (See Page 2) |
| \$ 21,896.00 * | Capitalized Price Reduction |
| \$ 0.00 * | Tax on Capitalized Price Reduction |
| \$ 0.00 | Gain Applied From Prior Unit |
| \$ 0.00 * | Tax on Gain On Prior |
| \$ 0.00 * | Security Deposit |
| \$ 0.00 * | Tax on Incentive (Taxable Incentive Total : \$0.00) |

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color
Interior Color
Lic. Plate Type Title Only
GVWR 0

| | |
|-----------------|---|
| \$ 500.00 | Total Capitalized Amount (Delivered Price) |
| \$ 0.05 | Depreciation Reserve @ <u>0.0100%</u> |
| \$ 33.31 | Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ² |
| \$ 33.36 | Total Monthly Rental Excluding Additional Services |

Additional Fleet Management

Master Policy Enrollment Fees
Commercial Automobile Liability Enrollment
Liability Limit \$0.00

| | | | |
|----------|--|----------------------|-----------------------------|
| \$ 0.00 | Physical Damage Management | Comp/Coll Deductible | <u>0 / 0</u> |
| \$ 41.63 | Full Maintenance Program ³ Contract Miles <u>10,000</u> | OverMileage Charge | <u>\$ 0.0000</u> Per Mile |
| | Incl: # Brake Sets (1 set = 1 Axle) <u>0</u> | # Tires <u>0</u> | Loaner Vehicle Not Included |

| | |
|-----------------|---|
| \$ 41.63 | Additional Services SubTotal |
| \$ 0.00 | Sales Tax <u>6.0000%</u> State <u>MI</u> |
| \$ 74.99 | Total Monthly Rental Including Additional Services |

| | |
|-----------|---|
| \$ 499.40 | Reduced Book Value at <u>12</u> Months |
| \$ 395.00 | Service Charge Due at Lease Termination |

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE County of Livingston
BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

| Description | (B)illed or (C)apped | Price |
|---------------------------------|----------------------|-----------|
| Pricing Plan Delivery Charge | B | \$ 100.00 |
| Courtesy Delivery Fee | C | \$ 0.00 |
| | | |
| Total Other Charges Billed | | \$ 100.00 |
| Total Other Charges Capitalized | | \$ 0.00 |
| Other Charges Total | | \$ 100.00 |

VEHICLE INFORMATION:

2021 Jeep Compass Sport 4dr 4x4 - US

Series ID: MPJL74

Pricing Summary:

| | INVOICE | MSRP |
|--------------------|--------------------|--------------------|
| Base Vehicle | \$25,117 | \$25,395.00 |
| Total Options | \$916.00 | \$995.00 |
| Destination Charge | \$1,495.00 | \$1,495.00 |
| Total Price | \$27,528.00 | \$27,885.00 |

SELECTED COLOR:

Exterior: -

Interior: -

SELECTED OPTIONS:

| CODE | DESCRIPTION | INVOICE | MSRP |
|------|---------------------------------------|----------|----------|
| 2GA | Quick Order Package 2GA | NC | NC |
| A7 | Cloth Low-Back Bucket Seats | STD | STD |
| ADE | Cold Weather Group | \$916.00 | \$995.00 |
| APA | Monotone Paint Application | STD | STD |
| CKK | Reversible Carpet/Vinyl Cargo Mat | Included | Included |
| CLF | All-Season Floor Mats | Included | Included |
| DFH | Transmission: 9-Speed 948TE Automatic | STD | STD |
| DME | 3.73 Axle Ratio | STD | STD |
| EDE | Engine: 2.4L I4 Zero Evap M-Air w/ESS | STD | STD |
| JPM | Heated Front Seats | Included | Included |
| NAS | 50-State Emissions | NC | NC |
| NHL | Windshield Wiper De-Icer | Included | Included |
| NHS | Heated Steering Wheel | Included | Included |
| SCC | Leather Wrapped Steering Wheel | Included | Included |
| TM9 | Tires: 215/65R16 BSW AS | STD | STD |
| UAG | Radio: Uconnect 4 w/7" Display | STD | STD |
| WDJ | Wheels: 16" x 6.5" Styled Black Steel | STD | STD |
| XBM | Remote Start System | Included | Included |
| Z1B | GVWR: 4,600 lbs | STD | STD |

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Bumper Insert: black front bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome accents grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Remote Engine Start: remote engine start - keyfob
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Voice Recorder: voice recorder
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console
Glove Box: illuminated glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite-prep with seek-scan
Voice Activated Radio: voice activated radio
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Wipers: variable intermittent wipers with heating wiper park
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting

Display Type: digital/analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front no centre armrest with storage
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: metal-look shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Floor Mats: rubber front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: carpet and rubber cargo mat
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit

Standard Engine:

Engine 180-hp, 2.4-liter I-4 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT TO MASTER EQUITY LEASE AGREEMENT (this "Amendment") is made and entered into as of the , by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and County of Livingston ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to certain Master Equity Lease Agreement dated 3rd day of Feb, 2020, as amended (the "Agreement"; all capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement as amended by this Amendment); and

WHEREAS, Lessor and Lessee desire to amend the Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding the second to last sentence of Section 1 of the Agreement, Lessor and Lessee hereby agree that, solely for federal, state and local income tax purposes, the lease by Lessor to Lessee under the Agreement of following Vehicles (the "Specified Vehicles") will be treated as a conditional sale rather than a true lease and that Lessee will be treated as the owner of the Vehicle solely for such income tax purposes:

| <u>Year</u> | <u>Make</u> | <u>Model</u> | <u>Quote #</u> |
|-------------|-------------|--------------|----------------|
| 2021 | Jeep | Compass | 4774554 |

The Agreement and this Amendment have the specific intent of creating a conditional sale rather than a true lease with respect to the vehicles listed above, and by design, give appropriate consideration to tax statutes, Regulations, Court decisions, and IRS rulings and positions. In recognition of that intent, each of Lessor and Lessee hereby further agrees that it will not take any action or file any return or other document inconsistent with such tax treatment or with the ownership of the Specified Vehicles by Lessee solely for such income tax purposes.

Notwithstanding the foregoing, or anything else in this Amendment, the Agreement or any Schedule to the contrary, and given the inherent uncertainty that exists with respect to any advertised tax result or outcome, Lessee hereby acknowledges and agrees that Lessor makes no representation, warranty or covenant that any tax authority will not assert a contrary position or assert that (a) the lease of the Specified Vehicles by Lessor to Lessee is a true lease for tax purposes, (b) Lessee is not the owner of the Specified Vehicles for tax purposes and/or (c) Lessee is not entitled to claim any depreciation or recovery deduction for tax purposes with respect to the Specified Vehicles. Lessee shall be solely liable for any and all costs and expenses, including, without limitation, any and all attorneys' fees, incurred in contesting any such treatment of the lease of the Specified Vehicles as other than a conditional sale and shall keep Lessor informed, in writing, of any dispute with any tax authority as to the tax treatment of the lease of the Specified Vehicles.

2. All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the

Enterprise FM Trust (Lessor)

County of Livingston ("Lessee")

By: Enterprise Fleet Management, Inc., its attorney in fact

By Tom Dolan Digitally signed by Tom Dolan

By _____

Title: Fleet Management AVP

Title: _____

Greg Kellogg

From: Dianne McCormick
Sent: Thursday, September 24, 2020 11:26 AM
To: Greg Kellogg
Subject: FW: Resolution and Letter
Attachments: Res. 2020-09-223.pdf; 200911 Livingston FY21 CRFLHD Testing-Vehicles.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Greg,

Attached is the Resolution accepting the funding and the letter that allows vehicle expense. We have already asked for the approval for the two vehicles from MDHHS and have been given approval to proceed.

Thanks ~ Dianne

From: Barton Maas <BMaas@livgov.com>
Sent: Thursday, September 24, 2020 11:17 AM
To: Dianne McCormick <DMcCormick@livgov.com>
Subject: Resolution and Letter

Barton Maas
Financial Services Coordinator
Livingston County Health Department
2300 East Grand River Ave., Suite 102
Howell, MI 48843-7578
P: 517.552.6805
bmaas@livgov.com



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Please think of the environment before printing this email.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Construction of a Fuel Farm Canopy and Partial Driveway Replacement at the Transportation Complex – LETS

- WHEREAS,** LETS is requesting authorization to construct a canopy for the propane fuel farm to protect drivers from the elements while refueling vehicles, and to replace the deteriorating asphalt driveway in the fuel farm area with concrete; and
- WHEREAS,** in compliance with the County Procurement Policy, a competitive bid process was performed through CoPro+ with John Stewart & Associates acting as the Project Consultant; and
- WHEREAS,** solicitations were issued for the canopy and concrete projects, with the option to bid on the electrical work for the canopy separately; and
- WHEREAS,** three responses were received for the canopy project, two of which included the electrical work; two responses were received exclusively for the canopy electrical work; and four responses were received for the concrete project; and
- WHEREAS,** the low bid for the canopy project was a combination of TFC Canopy of Garrett, IN for canopy construction and Landry & Sons Electric of Brighton, MI for the canopy electrical work, and the low bidder for the concrete project was Universal Consolidated Enterprises of Roseville, MI; and
- WHEREAS,** John Stewart & Associates will serve as the General Contractor for the remaining work, including site engineering and design, concrete footings for the canopy, painting, permitting, cleanup, and site supervision, per the existing contract with Facilities Services; and
- WHEREAS,** the total cost for both projects, including a 10% contingency, will not exceed \$109,042; and
- WHEREAS,** this project will be 100% grant funded with 80% of the total project costs reimbursed from an FY 2020 Federal Section 5339 grant with a 20% match from the Michigan Department of Transportation; and
- WHEREAS,** both projects were included in the LETS 2020 budget and the canopy project was included in the 2020 Capital Improvement Plan.
- THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approve the construction of a fuel farm canopy and partial driveway replacement at the Transportation Complex at a cost not to exceed \$109,042, including a 10% contingency, to be funded entirely by an FY 2020 Federal Section 5339 grant with state match.
- BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby approves entering into contracts with TFC Canopy of Garrett, IN for canopy construction, Landry & Sons Electric of Brighton, MI for the canopy electrical work, and Universal Consolidated Enterprises of Roseville, MI for the concrete driveway replacement.

BE IT FURTHER RESOLVED that the Chair 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.

#

#

#

MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 09/28/2020
Re: Resolution Authorizing the Construction of a Fuel Farm Canopy and Partial Driveway Replacement at the Transportation Complex - LETS

LETS is requesting authorization to construct a canopy for the propane fuel farm to protect drivers from the elements while refueling vehicles. The typical fueling time for propane buses is 8-10 minutes depending on tank size, which is twice the fueling time of diesel buses, and they can take up to 15 minutes to fuel in hot weather.

This project also includes replacement of the asphalt driveway with concrete in the fuel farm area. The driveway is over 20 years old and is in poor condition, with the asphalt in the fuel farm area showing the worst deterioration due to heavy bus traffic around the propane and diesel pumps. Concrete is a more durable option for this high-traffic area. The concrete work will also include the addition of a small parking area for approximately three vans.

In compliance with the County Procurement Policy, a competitive bid process was performed through CoPro+ with John Stewart & Associates acting as the Project Consultant. Solicitations were issued for the canopy and concrete projects, with the option to bid on the electrical work for the canopy separately.

Three responses were received for the canopy project, two of which included the electrical work; two responses were received exclusively for the canopy electrical work; and four responses were received for the concrete project.

The low bid for the canopy project was a combination of TFC Canopy of Garrett, IN for canopy construction and Landry & Sons Electric of Brighton, MI for the canopy electrical work, and the low bidder for the concrete project was Universal Consolidated Enterprises of Roseville, MI.

John Stewart & Associates will serve as the General Contractor for the remaining work, including site engineering and design, concrete footings for the canopy, painting, permitting, cleanup, and site supervision, per the existing contract with Facilities Services. The total cost for

both projects, including a 10% contingency, will not exceed \$109,042.

This project is 100% grant funded with 80% of the total project cost reimbursed from an FY 2020 Federal Section 5339 grant and a 20% match from the Michigan Department of Transportation.

The canopy and concrete projects were included in the LETS 2020 budget and the canopy project was included in the 2020 Capital Replacement Plan (the concrete portion of the project was added after the 2020 CIP was completed).

A bid summary and site plans for both projects are attached. Please contact me directly if you have any questions at x7843.

LETS BID SUMMARY 9-24-20

| | CANOPY | CONCRETE | ELECTRICAL |
|---------------------------------------|---------------------------------------|----------|--|
| A B & M ELECTRICAL | | | 6800 |
| B CONCRETE CONSTRUCTION | | 59600 | |
| C LANDRY & SON ELECTRICAL CONTRACTORS | | | 4700 |
| D SPENCE BROTHERS CONCRETE | | 92629 | |
| E TFC CANOPY | 23634.54 NO ELECTRICAL TO BUILDING | | INCLUDES CUSTOM PAINT TO MATCH BUILDING 23634.54 + 4700.00(low bid elect.) = 28334.54 TFC base bid is 19,700 + 4700 = 24400.00 |
| F UNIVERSAL CONSOLIDATED ENTERPRISE | 38769 INCLUDES ELECTRICAL | 49969 | |
| G WINSTAR CONTRACTING | 26900 INCLUDES ELECTRICAL | 69500 | |

September 27, 2020

Livingston County Facility Services

420 S. Highlander Way

Howell, Mi. 48843

Attn: Mr. Chris Folts

RE: Summary Transportation Bldg New Concrete Apron and Canopy

| | | |
|----------------------------------|---|-----------------------|
| 1. | Concrete and Demolition including excavation and new 21AA Crushed Concrete (Universal Consolidated Enterprises) | 49,969.00 |
| 2. | Canopy over Propane tanks (TFC) - did not bid electrical or foundations Add for painted ACM fascia | 19,700.00 4,172.73 |
| 3. | Run new underground electrical to canopy (Landry Electric) | 4,700.00 |
| 3. | Install 2 isolated canopy footings | 3,000.00 |
| 4. | Misc. Painting on canopy columns and exposed electrical conduits | 700.00 |
| 5. | Clean-up, dumpsters | 725.00 |
| 6. | Portable Field Toilets | 250.00 |
| 7. | Permits (allowance) Building permit and land use permit | 1,500.00 |
| 8. | Site Engineering Drawings and Field Layout | 3,200.00 |
| 9. | Job Superintendent | 2,200.00 |
| Sub Total | | 90,116.73 |
| CM Profit & Overhead @ 10% | | 9012.00 |
| Total Cost | | \$ 99,128.73 |

EXTRA PARKING FOR 3 VANS

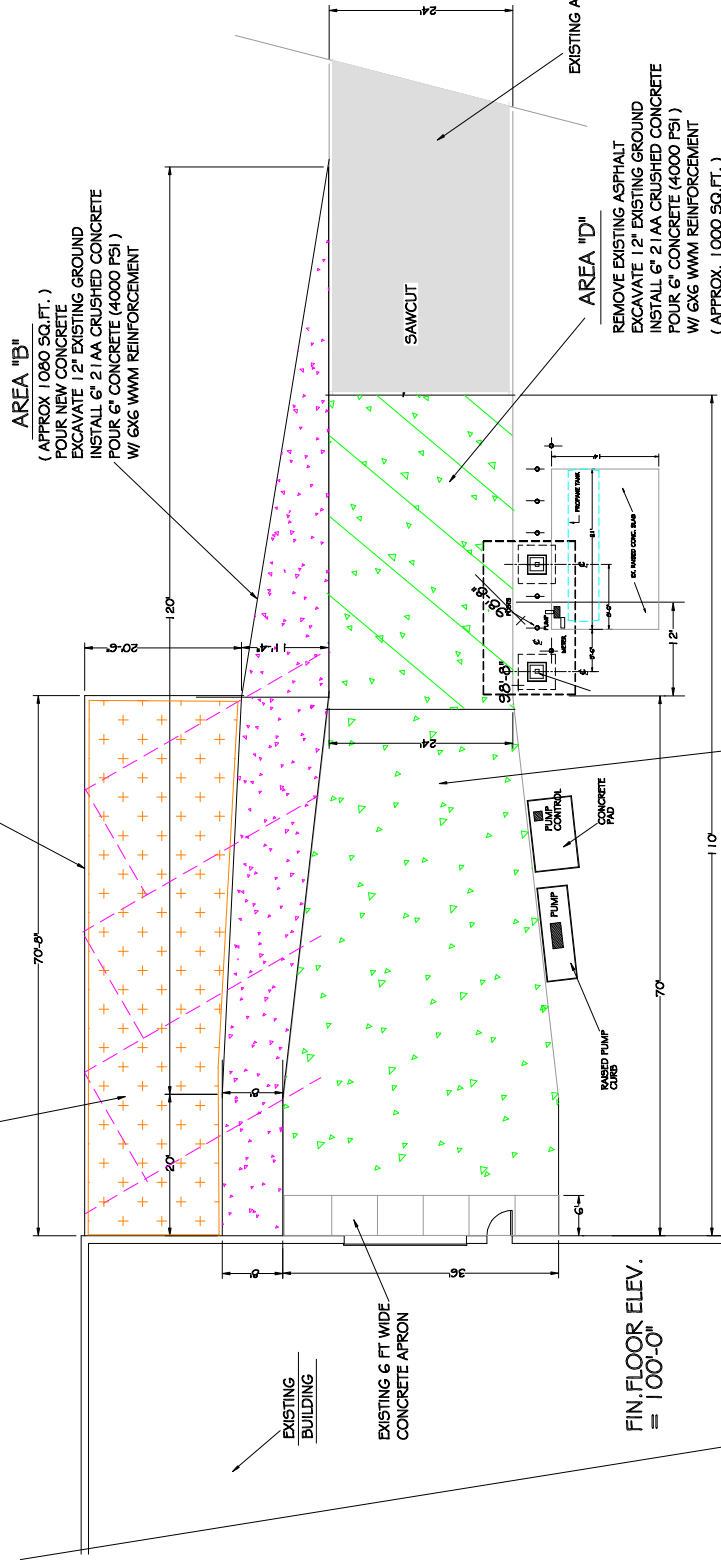
AREA "C"

(APPROX 1340 SQ.FT.)
POUR NEW CONCRETE
EXCAVATE 12" EXISTING GROUND
INSTALL 6" 21AA CRUSHED CONCRETE
POUR 6" CONCRETE (4000 PSI)
W/ 6X6 WWM REINFORCEMENT

CONCRETE CONTRACTOR TO
HAUL AWAY EXCESS DIRT AFTER BACKFILL

AREA "B"

(APPROX 1080 SQ.FT.)
POUR NEW CONCRETE
EXCAVATE 12" EXISTING GROUND
INSTALL 6" 21AA CRUSHED CONCRETE
POUR 6" CONCRETE (4000 PSI)
W/ 6X6 WWM REINFORCEMENT



EXISTING ASPHALT TO REMAIN

REMOVE EXISTING ASPHALT
EXCAVATE 12" EXISTING GROUND
INSTALL 6" 21AA CRUSHED CONCRETE
POUR 6" CONCRETE (4000 PSI)
W/ 6X6 WWM REINFORCEMENT
(APPROX. 1000 SQ.FT.)

AREA "D"

AREA "A"

REMOVE EXISTING ASPHALT
EXCAVATE 12" EXISTING GROUND
INSTALL 6" 21AA CRUSHED CONCRETE
POUR 6" CONCRETE (4000 PSI)
W/ 6X6 WWM REINFORCEMENT
(APPROX. 2000 SQ.FT.)

AREA "A" ORIGINAL 2000 SQ.FT.
AREA "B" REVISED 1080 SQ.FT.
AREA "C" ADDITIONAL 1340 SQ.FT.
AREA "D" ADDITIONAL 1000 SQ.FT.

SITE PLAN

SCALE 1/8" = 1'-0"

LIVINGSTON ESSENTIAL TRANSPORTATION BUILDING CONCRETE REPLACEMENT

JOHN STEWART GC
1645 N. MILFORD RD
MILFORD, MI. 48381
(248) 390-5260

21 JULY 2020
20 JULY 2020
13 JULY 2020
7 MAY 2020

The image contains two architectural drawings of a building elevation, labeled 'FRONT ELEVATION' and 'SIDE ELEVATION'.

FRONT ELEVATION: This drawing shows a building facade with a central entrance area. Key features include:

- Dimensions:** A total width of 20' is indicated at the top. Vertical dimensions on the right side show a height of 3' for the upper section, 14' for the main entrance area, and 3' for the lower section.
- Structural Elements:** A 'NEW CANOPY' is shown above the entrance. 'STEEL COLUMN' and 'CONCRETE COLLIER' are labeled. A 'GRADE' line is indicated.
- Utilities:** A 'PROpane TANK' and a 'PUMP' are shown in the background. A 'METER' is also indicated.
- Foundations:** 'EXISTING RAISED CONC. PAD' and 'REMOVE POST & FOUNDATION TO INSTALL NEW COLUMN FOOTING' are noted.
- Other Labels:** 'METAL FASCIA COLOR TO MATCH EXISTING BUILDING COLOR', 'LIGHT FIXTURE', and 'POSTS' are also present.

SIDE ELEVATION: This drawing shows the side profile of the building. Key features include:

- Dimensions:** A total width of 12' is indicated at the top. Vertical dimensions on the right side show a height of 7' for the upper section, 5' for the main section, and 2' for the lower section.
- Structural Elements:** A 'NEW CANOPY' is shown above the entrance. 'STEEL COLUMN' and 'CONCRETE COLLIER' are labeled. A 'GRADE' line is indicated.
- Foundations:** '5' x 5' x 1'-6" THICK CONCRETE ISOLATED FOOTING' is noted.
- Other Labels:** 'LIGHT FIXTURE' and '30" x 30" x 30" CONC. PIER WITH 6 - # 6 RE-BAR DOWELS AND 4 #3 CAGES' are also present.

5' x 5' 11 1/2" THICK
CONCRETE ISOLATED FOOTING
WITH # 6 RE-BARS AT 12" OC BW
TWO LAYERS

**REMOVE POST & FOUNDATION
TO INSTALL NEW COLUMN FOOTING**

SAWCUT ASPHALT FOR NEW FOOTING

**REMOVE POST & FOUNDATION
TO INSTALL NEW COLUMN FOOTING**

24" X 24" X 1/25"
BASE PLATE AND 1/4" LEVELING PLATE
W/ 6 - 1" DIA. X 30" GALV
ANCHOR BOLTS

ENLARGED PLAN

FOUNDATION DETAIL

CANOPY PLAN



RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving the Agreement between Livingston County EMS and Merchants & Medical Credit Cooperation Inc.

WHEREAS, Livingston County EMS has a need for collection services to resolve account balances that cannot be achieved through the normal invoicing process, and

WHEREAS, Livingston County EMS has reviewed the available service, options, and pricing of several collection services, and

WHEREAS, Livingston County EMS wishes to execute an agreement with Merchants & Medical for collection services, and

WHEREAS, Legal counsel has reviewed, amended, and approved the agreement and supplemental documents.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the agreement with Livingston County EMS and Merchants & Medical for collection services.

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:**

ABSTRACT OF COLLECTION AGREEMENT AND POWER OF ATTORNEY

Merchants & Medical Credit Corporation, Inc. (MMCC) and Livingston County EMS (Client) entered into an agreement for debt collection services. That agreement applies to all accounts listed with MMCC by Client. Any customer of Client may consider this document as acknowledgement by Client of MMCC's authority to collect the consumer's account with Client provided, however, that MMCC shall at all times comply with all laws and regulations relating to the collection of accounts listed with MMCC.

Furthermore, Client gives a power of attorney to MMCC to file proofs of claim in the Client's customers' bankruptcy estates and to file claims in the decedent estates of the Client's customers, list the Clients accounts on the credit bureaus, and endorse for deposit checks, drafts, money orders and other forms of remittance received as payments on the Client's accounts on behalf of the Client provided, however that MMCC shall at all times comply with all laws and regulations relating to the authority granted under this power of attorney, including the authority file proofs of claim in the Client's customers' bankruptcy estates and to file claims in the decedent estates of the Client's customers, list the Clients accounts on the credit bureaus, and endorse for deposit checks, drafts, money orders and other forms of remittance received as payments.

This power of attorney is in effect upon the signing of this document and continues until revoked in writing by the Client.

Date: _____

For Client

Date: _____

For MMCC

AGREEMENT

This Agreement is between Merchants & Medical Credit Corporation, Inc. (MMCC) and Livingston County EMS (the "Client"). For the mutual consideration set forth below MMCC and the Client agree that MMCC will collect delinquent accounts of the Client under the following terms and conditions:

1. MMCC is and will remain an independent contractor with respect to the Client and have complete control of the collection of the accounts listed with MMCC except as specifically set forth in this Agreement. Neither MMCC nor any of its representatives are employees, partners or joint ventures of Client. MMCC shall be responsible for paying all salaries, wages, or other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State, and local governments. MMCC shall at all times comply with all laws and regulations relating to the collection of accounts listed with MMCC.
2. The Client authorizes and instructs MMCC to endorse for deposit in the Client's name and in their behalf, such money orders, checks, drafts, or other forms of remittance MMCC may receive on accounts the Client submits to them for collection.
3. If and when the Client directs MMCC to forward any account to an attorney for collection, MMCC is authorized and directed to tender the account to the attorney as a convenience to the Client subject to the following terms:
 - a. The Client shall choose the attorney to whom the Client's account shall be transmitted. Such attorney is to represent the Client and to report to MMCC or to the Client as directed by the Client.
 - b. When the Client authorizes suit or an expense, MMCC is authorized and directed to conduct on Client's behalf all routine correspondence with the attorney, subject to the Client's control. All matters requiring a decision shall be referred to the Client.
 - c. The Client authorizes MMCC to advance legal costs on the Client's behalf.
4. The Client shall pay to MMCC the following fees for MMCC's services:
 - a. 25% of the funds collected for accounts where the 50% rate described below doesn't apply.
 - b. 50% of the funds collected for accounts which the Client has directed to be sent to an attorney, or where the debtor has filed bankruptcy or a decedent estate has been filed for a deceased debtor.
 - c. We further acknowledge that the accounts listed with MMCC will be serviced on a contingency basis as previously set forth. To partially compensate for the work done on accounts which are uncollectible and upon which there is no recovery, and to offset cost losses and expenses incurred in skip tracing, investigation of assets, personal and field contacts with debtors, etc., any statutory or court ordered attorney fees and interest that may be earned or accrued that is collected on any of the Client's open accounts shall be retained by MMCC.
5. Except as set forth in paragraph 11, the Client agrees that from the date MMCC acknowledges the receipt of an account that MMCC has an Client interest in said account and it is understood and agreed that MMCC has exclusive control of those accounts until they are paid in full to them or to the Client, or until MMCC has exhausted all lawful means of collections and returns the accounts to the Client as uncollectible.
6. In the meantime, except as set forth in paragraph 11, these accounts cannot be withdrawn by the Client without payment of the regular fees and advanced costs, as set forth above, on the balance of each account as if fully collected. Merchandise returned to the client or the acceptance of notes by the Client will be considered the same as cash received by them and subject to the regular rate of commission, unless special arrangements are made in advance. If a listed account has been paid prior to the list date a 10% discovery fee will be charged if reported to MMCC within 30 days of listing. If the payment is reported to MMCC after 30 days from the listing the full fee set forth in paragraph 4 above will be charged.
7. MMCC hereby agrees to indemnify Client and to hold Client harmless from and against all damages, costs, losses and expenses, including reasonable attorney's fees, directly resulting from MMCC's collection activity under this contract; provided, however, Client hereby warrants and guarantees that the information furnished to MMCC, including but not limited to the identity of the debtor, any information about the debtor, the balance of the account and the payments and credits due, shall be accurate. Client shall not refer any account to MMCC where the debtor has an open bankruptcy estate or the account has been discharged in bankruptcy. Client shall have an affirmative duty to report to MMCC at the time of turnover any legal representation of the debtor and thereafter to promptly report to MMCC any legal representation, bankruptcy filings, decedent estate, or any change in the amount of the debt by payment, adjustment or otherwise. MMCC shall have no obligation to indemnify or hold Client harmless in the event of error or omission in such information. MMCC hereby expressly disclaims responsibility for any other damages, whether special, incidental or consequential.

Client Initials _____

MMCC Initials _____

8. Subject to situations to which an applicable governmental immunity does not apply, Client agrees that Client will be solely responsible for damages, costs, losses and expenses, including reasonable attorney's fees directly resulting from errors or omissions in connection with such information furnished by Client to MMCC or that may arise out of the negligent or willful misconduct of the agents or employees of Client.. To the extent permitted by law, nothing herein shall be construed as a waiver of any governmental immunity by Client or Client's employees as provided by statute or court decisions
9. The Client authorizes MMCC to report any of the accounts listed with MMCC to the credit bureaus. The Client agrees to give MMCC prompt notice of any payments made directly to the Client.
10. The Client authorizes MMCC to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with MMCC.
11. MMCC or Client may terminate this Agreement, with or without cause, upon 30 calendar days written notice to the other party. Upon termination of this Agreement by either party, Client may – at its option – elect either that:
- Accounts received by and assigned to MMCC prior the effective date of the termination of the Agreement shall be retained and continue to be serviced and collected by MMCC. If such election is made, MMCC shall be entitled to payment only of the fees set forth in paragraph 4 of this Agreement as to the retained accounts; or
 - Accounts assigned to MMCC but not yet fully collected be withdrawn from MMCC and returned to the Client, or such party as designated by the Client. If such election is made, MMCC shall be entitled to no fees or compensation for the withdrawn accounts. MMCC shall be required to turn over and deliver to Client all files, all work in progress, all documents, and all tangible items pertaining to the Services provided through this Agreement no later than seven (7) calendar days of such written election by Client. MMCC cooperate with Client and such person or entity designated by Client, to permit full and timely transfer of such accounts.
12. MMCC shall adhere to all Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination in regard to employees and applicants for employment which include, but is not limited to, the following: A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended. B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended. C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and rules adopted thereunder. D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq.), as amended, and regulations promulgated thereunder. Breach of this Section shall be regarded as a material breach of this Agreement.
13. MMCC shall not commence work under this Agreement until it has obtained the insurance required under this Section and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Client. The requirements below should not be interpreted to limit the liability of MMCC. All deductibles and SIR's are the responsibility of MMCC. MMCC shall procure and maintain the following insurance coverage: A. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent MMCCs Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. B. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan. C. Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and aggregate. If this policy is claims made form, then MMCC shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this Agreement.
- 13.1 Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds**: Client, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.
- 13.2 Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, Fiscal Services, 304 E. Grand River Ave., Suite 204 Howell, MI 48843.
- 13.3 Proof of Insurance Coverage: MMCC shall provide the Client, at the time that the Agreement copies are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. If any of the above coverage(s) expire during the term of this Agreement, MMCC shall deliver renewal certificates and endorsements to Livingston County Fiscal Services, 304 E. Grand River, Suite 204, Howell, MI 48843 at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office when this Agreement has been fully executed. The Insurance Certificate and endorsements may be faxed or emailed to: **517.546.7266 or purchasing@livgov.com**.

Client Initials _____
MMCC Initials _____

14. MMCC has certified to the Client that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of EGI, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that MMCC shall not become an "Iran linked business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO (2) TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

15. General Provisions

- 15.1 This Agreement shall be subject to and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by Federal law.

The Client and the MMCC agree any legal or equitable action involving or arising out of this Agreement shall be in Michigan courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

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

In no event shall the making by the Client of any payment due to the MMCC constitute or be construed as a waiver by the Client of any breach of a provision of this Agreement, or any default which may then exist, on the part of the MMCC, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Client in respect to such breach or default.

- 15.3 Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto that is signed by the authorized representatives of both parties.

- 15.4 This Agreement shall not be subcontracted or any part thereof assigned without the express written approval of the Client. In no case, however, shall such approval relieve the MMCC from its obligations or change the terms of this Agreement. The MMCC shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the County. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due the MMCC shall have no effect on the Client and shall be null and void.

- 15.5 This Agreement, the attached Exhibits (), and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

- 15.6 If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

[Signatures on Next Page]

Client Initials _____
MMCC Initials _____

Merchants & Medical Credit Corporation, Inc.

Signature on behalf of Client

By _____

Client Full Business or Corporate Name

Date:_____

Legal Entity (Corp., Partnership, Sole Proprietor)

38-6005819
Corporate ID #, Partners, Owner

Client Street Address

City, State, Zip Code

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: [NOT APPROVED – PENDING BOC
APPROVAL

Client Initials _____
MMCC Initials _____

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the _____ day of _____, 2020, by and between Livingston County EMS, hereinafter referred to as “Covered Entity”, and Merchants & Medical Credit Corporation, Inc., hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions.” Direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Security and Privacy Rule”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the “HIPAA Security and Privacy Rule” are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled _____, dated _____, and is hereby referred to as the “Arrangement Agreement”), and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement:

THEREFORE, in consideration of the Parties’ continuing obligations under the Arrangement Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and

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Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organizations to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR §164.502(b) regarding the minimum necessary requirements;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than seven (7) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) If necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity and Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABLE OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this

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Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Michigan. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: _____

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 09/28/2020
Re: Resolution Authorizing the Agreement with Merchants & Medical for Collection Service

One of the things that I have been analyzing is the process of collection on accounts. We have made some changes to our internal processes to give patients every opportunity to resolve outstanding invoices prior to the collection process beginning. Also ensuring that they received adequate notice, when possible, before accounts are sent to collections.

The current collection process has numerous fees and associated costs that are charged regardless of whether or not they actually collect. After meeting with and reviewing the process with several collection services, Merchants & Medical stood out for several reasons.

First, they do not charge anything unless they make a recovery on an account.

Second, if they do collect, the recovery fees are less than or equal to any of the services I have investigated.

Third, they do not take any action with a credit bureau if funds are recovered. Only if they are not able to make a recovery do they take action against a client's credit.

Fourth, they come highly recommended by several other large EMS agencies that have used them for years. They understand and specialize in EMS billing and collections.

Lastly, they have worked with us to develop a remittance process that will allow for payments to be processed inside our billing software. This will eliminate several hours of work each month processing payments manually to each individual account.

At this time, I do not wish to end the agreement with the existing collection service because we have many accounts already listed with them that we have already paid fees on. I would much prefer to let them continue to work those accounts and move all of our new listings to Merchants & Medical.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or dfeldpausch@livgov.com.

Resolution Authorizing the Acceptance of the Remounting and Refurbishing Bid for the Emergency Medical Care Vehicle - Emergency Medical Services Department

WHEREAS, the EMS department has an ongoing need to replace two or three vehicles annually to maintain a functional fleet of emergency medical care transport vehicles; and

WHEREAS, the EMS department followed the established Livingston County procedure with CoPro to develop specifications, and RFP, which was followed by a bid process; and

WHEREAS, the process resulted in a recommendation to accept the bid from Emergency Vehicles Plus which meets or exceeds the specifications of the EMS department; and

WHEREAS, the Emergency Medical Services department has sufficient funding in the 2020 budget to pay a 20% deposit (\$31,219.40) and has requested sufficient funding in the 2021 budget to pay the balance (\$124,877.60).

WHEREAS, the process to remount an ambulance from date of order takes 90 - 120 days. The approval of the bid now would allow for placement of the order and payment of the down payment in the 2020 budget with delivery and final payment in the 2021 budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby accepts the bid from Emergency Vehicles Plus for the remount and refurbishing of Emergency Medical Care Vehicles for \$156,097 with the down payment for one remount in Fiscal year 2020 and balance to be paid in Fiscal year 2021 upon acceptance of the final product.

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.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorize any budget amendments or transfers necessary to effectuate the above.

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MOVED:
SECONDED:
CARRIED:

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 09/25/2020
Re: Resolution Authorizing Acceptance of the Emergency Medical Care Vehicle Remount bid

In order to maintain an efficient, functional fleet of transport vehicles the department will have to replace 2 or 3 of them annually. We have not been proactive in managing that for several years and are currently behind where we should be replacing vehicles. The result is increasing maintenance cost and more critical failures that are simply unacceptable. This will be a major portion of our comprehensive capital improvement plan once completed so that we can plan and budget for these expenses moving forward.

A significant portion of that plan will be to remount qualifying existing ambulance boxes on to new chassis and refurbish many of the existing components within the box. This process provides a product comparable to a new ambulance at around a 30% lower cost. Not all ambulance boxes can be remounted and a box will not be remounted if its life expectancy exceeds the manufactures structural warranty. This is a process I have successfully used for many years.

I knew from previous experience that the quality of the remount process varies greatly and the only way to control that is to develop a very specific set of specification to ensure the quality and end product meet our needs. I again assigned this project to Administrative Supervisor Tod Horner. This process included visits to production facilities to see the process first hand. Then Supervisor Horner developed a set of specification to achieve a like new product.

This set of specifications was forwarded on to CoPro to begin the RFP development. Once the RFP was approved the bid process was managed by CoPro to ensure a consistent equitable process was followed. The bids received were then evaluated and individually scored against the criteria provided by CoPro. The scores were returned to CoPro and a bid summary was completed. The bid summary was then forwarded to the county finance department for review and approval.

Based on this process I am recommending that we accept the bid from Emergency Vehicles Plus for the Remount and Refurbishing - Emergency Medical Care Vehicle for \$159,097 Per CoPro standard policy this is a one-year contract with four (4) one-year renewal options.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or dfeldpausch@livgov.com.

Serving the Citizens of Livingston County



**Bid Recap
For
Ambulance Remount and Refurbishing – Emergency Medical Care Vehicle**

**Lead Public Agency: Livingston County
Solicitation: RFP-LC-20-12**

**RFP Issued & Publicly Posted: 8/21/20
Public Posting: Livingston County Fiscal
Services Website and BidNet**

RFP Proposals Due Date: 9/11/20

Proposals Received: 2

Livingston County received two (2) proposals in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

Two (2) companies provided a response within the timeframe outlined in the RFP.

- Emergency Vehicles Plus
- Kodiak Emergency Vehicles

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work and Attachment A – Remount Specifications. A review of the minimum requirements revealed that one of the bidders met the minimum mandatory requirements (Section 1.2), and that bidder confirmed its understanding of the Scope of Work (Sections 1.3 through 1.8) and Attachment A – Remount Specifications. The bidder was determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

The Evaluation Review Committee (ERC) consisted of three (3) members. The ERC evaluated the proposals submitted by each vendor using the following scoring criteria:

- Proposal Responses (up to 50 points)
- Company Profile (up to 25 points)
- References (up to 25 points)

Based on this scoring criteria, the points awarded to each vendor were averaged with the following results:

| | Vendors | |
|--------------------|-------------------------|---------------------------|
| | Emergency Vehicles Plus | Kodiak Emergency Vehicles |
| Proposal Responses | 40 | 25 |
| Company Profile | 25 | 15 |
| References | 20 | 15 |
| Total | 85 | 55 |



Based on the evaluation of the technical and pricing proposals, the ERC is recommending that Emergency Vehicles Plus be offered the contract to provide a new Emergency Medical Care Vehicle for \$156,097. Emergency Vehicles Plus will also be awarded a Co Pro+ cooperative contract for a one-year, with four (4) one-year renewal options for a total contract period not to exceed five years.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Acceptance of the Bid for Emergency Medical Care Vehicle – Emergency Medical Services Department

WHEREAS, the EMS department has an ongoing need to replace two or three vehicles annually to maintain a functional fleet of emergency medical care transport vehicles; and

WHEREAS, the EMS department followed the established Livingston County procedure with CoPro to develop specifications, and an RFP, followed by a bid process; and

WHEREAS, the process resulted in a recommendation to accept the bid from Emergency Vehicles Plus which meets or exceeds the specifications of the EMS department; and

WHEREAS, the Emergency Medical Services department has sufficient funding in the 2020 budget to pay a 20% deposit (\$40,468.74) and has requested sufficient funding in the 2021 budget to pay the balance (\$161,874.98).

WHEREAS, the process to purchase a new ambulance from date of order takes 120 – 180 days. The approval of the bid now would allow for placement of the order and payment of the down payment in the 2020 budget with delivery and final payment in the 2021 budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby accepts the bid from Emergency Vehicles Plus for the Emergency Medical Care Vehicles for \$202,343.72 with the down payment for one new vehicle in Fiscal year 2020 and balance to be paid in Fiscal year 2021 upon acceptance of the final product.

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.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorize any budget amendments or transfers necessary to effectuate the above.

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MOVED:
SECONDED:
CARRIED:



**Bid Recap
For
Emergency Medical Care Vehicle**

**Lead Public Agency: Livingston County
Solicitation: RFP-LC-20-19**

**RFP Issued & Publicly Posted: 8/14/20
Public Posting: Livingston County Fiscal
Services Website and BidNet
Proposals Received: 6**

RFP Proposals Due Date: 9/4/20

Livingston County received six (6) proposals in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

Three (3) companies provided a response within the timeframe outlined in the RFP.

- Emergency Vehicles Plus
- Kodiak Emergency Vehicles
- Medix Specialty Vehicles

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work and Attachment A – EMS Specifications. A review of the minimum requirements revealed that one of the bidders met the minimum mandatory requirements (Section 1.2), and that bidder confirmed its understanding of the Scope of Work (Sections 1.3 through 1.8) and Attachment A – EMS Specifications. The bidder was determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

The Evaluation Review Committee (ERC) consisted of three (3) members. The ERC evaluated the proposals submitted by each vendor using the following scoring criteria:

- Proposal Responses (up to 50 points)
- Company Profile (up to 25 points)
- References (up to 25 points)

Based on this scoring criteria, the points awarded to each vendor were averaged with the following results:



| | Vendors | | | | | |
|--------------------|-------------------------|---------------------------|-----------|--------|--------------------------|-------|
| | Emergency Vehicles Plus | Kodiak Emergency Vehicles | | | Medix Specialty Vehicles | |
| | | Braun | Crestline | Demers | GEN-T Medix | Medix |
| Proposal Responses | 41 | 10.7 | 10.7 | 10.7 | 24.3 | 0 |
| Company Profile | 25 | 15 | 15 | 15 | 15 | 15 |
| References | 25 | 25 | 25 | 25 | 15 | 0 |
| Total | 91 | 50.7 | 50.7 | 50.7 | 54.3 | 15 |

Based on the evaluation of the technical and pricing proposals, the ERC is recommending that Emergency Vehicles Plus be offered the contract to provide a new Emergency Medical Care Vehicle for \$202,343.72. Emergency Vehicles Plus will also be awarded a Co Pro+ cooperative contract for a one-year, with four (4) one-year renewal options for a total contract period not to exceed five years.

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 09/25/2020
Re: Resolution Authorizing Acceptance of the Emergency Medical Care Vehicle bid

In order to maintain an efficient, functional fleet of transport vehicles the department will have to replace 2 or 3 of them annually. We have not been proactive in managing that for several years and are currently behind where we should be replacing vehicles. The result is increasing maintenance cost and more critical failures that are simply unacceptable. This will be a major portion of our comprehensive capital improvement plan once completed so that we can plan and budget for these expenses moving forward.

As we looked at the ambulance replacement process that LCEMS has used for years we found that we had not taken ambulance replacement out for bid and had purchased them under an existing contract for a number of years. I knew from previous experience that the process of specification development was time consuming and I really wanted employee input on the process so I assigned it to Administrative Supervisor Tod Horner.

Back in February we began an extensive process that began with a committee of employees seeking input to look at all of the features and available options from a number of manufactures. This process included visits to production facilities to see the process first hand. Then, with committee input, Supervisor Horner developed a set of specification which include a number of safety and performance enhancements. Most notably the ability to be restrained in the forward facing position while in the back of the ambulance transporting patients.

This set of specifications was again reviewed by the employee committee and then forwarded on to CoPro to begin the RFP development. Once the RFP was approved the bid process was managed by CoPro to ensure a consistent equitable process was followed. The bids received were then evaluated and individually scored against the criteria provided by CoPro. The scores were returned to CoPro and a bid summary was completed. The bid summary was then forwarded to the county finance department for review and approval.

Based on this process I am recommending that we accept the bid from Emergency Vehicles Plus for the Emergency Medical Care Vehicle for \$202,343.72. Per CoPro standard policy this is a one-year contract with four (4) one-year renewal options.

If you have any questions or concerns, please do not hesitate to reach out to me any time. 517/294-1853 or dfeldpausch@livgov.com.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Intergovernmental Agreement with the Local Units and the Designated Assessor - Equalization

WHEREAS, PA 660 requires the County Board of Commissioners, the majority of the Local Units and the Designated Assessor to agree to the terms of an agreement; and

WHEREAS, the process will ensure fair and equitable assessing throughout the county.

THEREFORE BE IT RESOLVED THAT THE Livingston County Board of Commissioners hereby authorize the Intergovernmental Agreement to be used to adhere to PA 660.

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

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Sue Bostwick
Date: 10/06/2020
Re: Intergovernmental Agreement

I have attached the resolution for the Intergovernmental Agreement prepared by Corporate Counsel which I will ask the County Board of Commissioners, Local Units and the Designated Assessor to agree to and submitted to the State Tax Commission for approval.

This agreement is to comply with PA 660, which will insure good, fair assessing practices throughout Livingston County. It is to help the Local Units with someone to fall back on if they should become substantially noncompliant with the requirements from the State. This process (AMAR) will happen once every five years, with different aspects of assessing being reviewed. After the review the unit will be contacted by the State Tax Commission of any discrepancies. At that time the local unit will have to submit a corrective action plan. At the follow-up review, the following year, should they not be compliant with their action plan, they will become substantially noncompliant. If this happens the local unit must replace the assessor with a new MAAO (3) or a MMAO (4) designation or they can contract with the designated assessor listed on the intergovernmental agreement.

Should you have any question please let me know.

LIVINGSTON COUNTY INTERLOCAL AGREEMENT FOR COUNTY DESIGNATED ASSESSOR

This Interlocal Agreement, by and between the COUNTY OF LIVINGSTON, a political subdivision of the State of Michigan (hereinafter referred to as the “County”), and BRIGHTON TOWNSHIP, CONWAY TOWNSHIP, COHOCTAH TOWNSHIP, DEERFIELD TOWNSHIP, GENOA TOWNSHIP, GREEN OAK TOWNSHIP, HAMBURG TOWNSHIP, HANDY TOWNSHIP, HARTLAND TOWNSHIP, HOWELL TOWNSHIP, IOSCO TOWNSHIP, MARION TOWNSHIP, OCEOLA TOWNSHIP, PUTNAM TOWNSHIP, TYRONE TOWNSHIP, UNADILLA TOWNSHIP, CITY OF BRIGHTON, CITY OF HOWELL, each a political subdivision of the State of Michigan (each hereinafter referred to as an “Assessing District,” and collectively referred to as the “Assessing Districts”), is entered into pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967 (Ex. Sess.), as amended, MCL 124.501 *et seq.*, and the General Property Tax Act, Public Act 206 of 1893, as amended by Public Act 660 of 2018, MCL 211.10g, for the purpose of designating an individual to serve as the County’s Designated Assessor.

WHEREAS, pursuant to MCL 211.10g(4), every County shall have a Designated Assessor on file with the State Tax Commission as of December 31, 2020; and

WHEREAS, the County Designated Assessor is designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the Assessing Districts in the County; and

WHEREAS, the individual designated as the County’s Designated Assessor must be approved by the State Tax Commission.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Designation of County Designated Assessor. The County and a majority of the Assessing Districts in the County designate _____, who is an individual qualified and certified by the State Tax Commission as an Advanced Assessing Officer or Master Assessing Officer, to be the County Designated Assessor for Livingston County. The appointment of an individual as Designated Assessor does not create an employment or paid contractual relationship with the County. The Designated Assessor shall have no responsibilities as Designated Assessor during the period in which he or she is not acting as an assessor of record for an Assessing District within the County, other than to remain certified and in good standing.

2. Duties of County Designated Assessor. The County Designated Assessor shall contract with one or more Assessing Districts as necessary to serve as the Assessing District’s Assessor of record, upon request of the Assessing District or as may be required by the State Tax Commission, as a consequence of the Assessing District receiving a notice of noncompliance from the State Tax Commission after an audit, under the terms and conditions set forth in MCL 211.10g.

The County Designated Assessor shall be capable of ensuring that the contracting

Assessing Districts achieve and maintain substantial compliance with the requirements in MCL 211.10g(1). The Assessing District shall provide the Designated Assessor with reasonable access to records, documents, and information. The Assessing District shall advise the Designated Assessor of any applicable policies and procedures, including technology, equipment, and facilities.

The County Designated Assessor may charge an Assessing District that is required to contract with the County Designated Assessor a reasonable rate of compensation (e.g., periodic payment on a per parcel basis) and reimbursement of costs. The Assessing District shall pay reasonable compensation to the Designated Assessor, and be responsible to pay the reasonable costs incurred by the County Designated Assessor in serving as the Assessing District's Assessor of record, including, but not limited to, the cost of overseeing and administering the annual assessment, preparing and defending the assessment roll, costs incurred in appeals to the Michigan Tax Tribunal (i.e., appraisal costs, expert witness fees and attorney fees), and operating the assessing office (including employment of additional staff necessary to bring the Assessing District into compliance).

The services to be provided by the Designated Assessor to the contracting Assessing District include: preparation of assessment rolls, establishing a plan to correct deficiencies found in the State Tax Commission audit, timely delivery of documents and execution of forms, attendance at Board of Review meetings, handling property tax appeals filed with the Michigan Tax Tribunal (either directly or through legal counsel), timely reporting and meetings with local officials of the Assessing District, and responsibility for overseeing assessing staff members of the Assessing District.

The County Designated Assessor is a local assessing unit for purposes of the provisions in MCL 211.44 concerning the division and use of any collected property tax administration fees.

3. Term of Designation. If approved by the State Tax Commission, the County Designated Assessor shall serve for a minimum of five (5) years from the date of the approved designation. The designation shall not be revoked, and no new designation shall be made earlier than five (5) years following the date of the approved designation, except as otherwise provided in Sec. 4.

Once an Assessing District is under contract with the Designated Assessor, the Designated Assessor will remain in place for a minimum of five years. However, the Assessing District may petition the State Tax Commission to end the contract after the Designated Assessor has been in place for a minimum of three years.

4. Revocation of Designation by State Tax Commission. The State Tax Commission may designate and approve, on an interim basis and pursuant to a formal agreement, an individual to serve as a County Designated Assessor and, if applicable, revoke the approved designation of a current County Designated Assessor under the following circumstances:

- (i) if the County Designated Assessor dies or becomes incapacitated;

(ii) if the County Designated Assessor was designated and approved based on his or her employment status, and that status materially changes; or

(iii) if it determines at any time that the County Designated Assessor is not capable of ensuring that contracting Assessing Districts achieve and maintain substantial compliance with the requirements in MCL 211.10g(1).

The State Tax Commission's designation of an interim County Designated Assessor under this Section is effective only until a new County Designated Assessor has been designated in a new Interlocal Agreement under MCL 211.10g(4)(a), and approved by the State Tax Commission.

5. Petition to State Tax Commission. Upon the execution and filing of this Interlocal Agreement, the County shall petition the State Tax Commission to approve the individual named in Section 1 of this Interlocal Agreement to serve as the County Designated Assessor. The individual shall serve as the County Designated Assessor upon approval of the State Tax Commission. If the State Tax Commission rejects the County's petition, then the parties agree to enter into additional Interlocal Agreements under MCL 211.10g(4)(a) until a suitable Assessor has been presented.

6. Nondiscrimination. The Parties shall adhere to all Federal, State, and local laws, ordinances and regulations prohibiting discrimination in the performance of this Interlocal Agreement. The Parties shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to an individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Interlocal Agreement.

7. Effective Date. This Interlocal Agreement shall become effective when executed by the County and a majority of the Assessing Districts in the County, and an executed copy is filed with the Livingston County Clerk and the Michigan Secretary of State.

8. Certification. The persons signing this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Parties, and that this Agreement has been authorized by the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully

executed this instrument.

COUNTY OF LIVINGSTON

Carol Griffith, Chairperson
County Board of Commissioners

Date

BRIGHTON TOWNSHIP

Supervisor
CONWAY TOWNSHIP

Date

Supervisor

Date

COHOCTAH TOWNSHIP

Supervisor

Date

DEERFIELD TOWNSHIP

Supervisor

Date

GENOA TOWNSHIP

Supervisor

Date

GREEN OAK TOWNSHIP

Supervisor

Date

HAMBURG TOWNSHIP

Supervisor

Date

HANDY TOWNSHIP

| | |
|---------------------|---------------|
| _____ Supervisor | _____ Date |
| HARTLAND TOWNSHIP | |
| _____ Supervisor | _____ Date |
| HOWELL TOWNSHIP | |
| _____ Supervisor | _____ Date |
| IOSCO TOWNSHIP | |
| _____ Supervisor | _____ Date |
| MARION TOWNSHIP | |
| _____ Supervisor | _____ Date |
| OCEOLA TOWNSHIP | |
| _____ Supervisor | _____ Date |
| PUTNAM TOWNSHIP | |
| _____ Supervisor | _____ Date |
| TYRONE TOWNSHIP | |
| _____ Supervisor | _____ Date |
| UNADILLA TOWNSHIP | |
| _____ Supervisor | _____ Date |
| CITY OF BRIGHTON | |
| _____ | _____ Date |

CITY OF HOWELL

Date

DESIGNATED COUNTY ASSESSOR

Date

**APPROVED AS TO FORM FOR COUNTY
OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE
On:**

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