

GENERAL GOVERNMENT AND HEALTH AND HUMAN SERVICES COMMITTEE

AGENDA

February 1, 2021

5:30 PM

Virtual Meeting Held in Accordance with Public Act 254 of 2020

Zoom Virtual Meeting

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

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

Pages

1. **CALL TO ORDER**
2. **ROLL CALL**
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8. CALL TO THE PUBLIC

9. ADJOURNMENT

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

MEETING MINUTES

January 5, 2021, 5:30 p.m.

Virtual Meeting Held in Accordance with Public Act 254 of 2020

Zoom Virtual Meeting

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

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

Members Present: Mitchell Zajac, Douglas Helzerman, Kate Lawrence, and Brenda Plank

1. CALL TO ORDER

The meeting was called to order by Commissioner Zajac at 5:30 p.m.

2. ROLL CALL

The following Board Members attended remotely as follows:

Kate Lawrence, City of Brighton, Michigan

Douglas Helzerman, Handy Township, Michigan

Brenda Plank, Green Oak Township, Michigan

Mitchell Zajac, Marion Township, Michigan

3. APPROVAL OF MINUTES

Minutes of Meeting Dated: December 7, 2020

Motion to approve the minutes as presented.

Moved by: K. Lawrence

Seconded by: D. Helzerman

Yes (4): M. Zajac, D. Helzerman, K. Lawrence , and B. Plank

Motion Carried (4 to 0)

4. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved by: K. Lawrence

Seconded by: B. Plank

Yes (4): M. Zajac, D. Helzerman, K. Lawrence , and B. Plank

Motion Carried (4 to 0)

5. REPORTS

None.

6. CALL TO THE PUBLIC

None.

7. RESOLUTIONS FOR CONSIDERATION

7.1 Emergency Medical Services

Resolution Authorizing the Approval of an EMS Collections Charge

Recommend Motion to the Finance Committee.

David Feldpausch, EMS Director, presented the resolution.

Discussion.

Moved by: K. Lawrence

Seconded by: B. Plank

Yes (4): M. Zajac, D. Helzerman, K. Lawrence , and B. Plank

Motion Carried (4 to 0)

7.2 Emergency Medical Services

Resolution Authorizing a Clinical Training Affiliation Agreement with Pittsfield Twp Fire Department to Provide Clinical Internship Services

Recommend Motion to the Finance Committee.

David Feldpausch, EMS Director, presented the resolution.

Discussion.

Moved by: D. Helzerman

Seconded by: K. Lawrence

Yes (4): M. Zajac, D. Helzerman, K. Lawrence , and B. Plank

Motion Carried (4 to 0)

7.3 Information Technology

Resolution Authorizing the Purchase of a Five-Year CISCO Flex Subscription for the County's Phone System from Logicalis Inc.

Recommend Motion to the Finance Committee.

Kris Tobbe, IT Director, presented the resolution.

Discussion.

Moved by: D. Helzerman

Seconded by: B. Plank

Yes (4): M. Zajac, D. Helzerman, K. Lawrence , and B. Plank

Motion Carried (4 to 0)

7.4 Information Technology

Resolution Authorizing the Purchase of Cyber Security Enhancements and Replacements from Palo Alto Networks

Recommend Motion to the Finance Committee.

Kris Tobbe, IT Director, presented the resolution.

Moved by: K. Lawrence

Seconded by: D. Helzerman

Yes (4): M. Zajac, D. Helzerman, K. Lawrence , and B. Plank

Motion Carried (4 to 0)

8. CALL TO THE PUBLIC

Commissioner Nakagiri requested follow-up information on the resolutions presented by the IT Department.

9. ADJOURNMENT

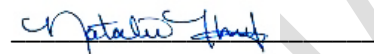
Motion to adjourn the meeting at 6:38 p.m.

Moved by: D. Helzerman

Seconded by: B. Plank

Yes (4): M. Zajac, D. Helzerman, K. Lawrence , and B. Plank

Motion Carried (4 to 0)



Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Increase in Total Authorized Vehicles for the Sheriff's Office Field Services Division - Car Pool

WHEREAS, the Sheriff's Office Field Services Division currently has fifty (50) authorized vehicles in its fleet, twenty-six (26) of which are patrol units; and

WHEREAS, the patrol cars are currently shared between Road Patrol shifts and operate round the clock; and

WHEREAS, the department has proposed a Deputy Assigned Vehicle (DAV) program in which Road Patrol deputies are assigned individual patrol cars, necessitating an increase in the Road Patrol fleet; and

WHEREAS, the department is requesting an increase of five (5) authorized vehicles in 2021, which will be accomplished by retaining vehicles that were scheduled for replacement and would have otherwise been turned in to Car Pool for public auction; and

WHEREAS, the vehicles being retained were part of the Car Pool lease (capital replacement) program that existed prior to the County's partnership with Enterprise Fleet Management and have no payments remaining; and

WHEREAS, the costs associated with retaining these vehicles include auto insurance, fuel, repairs and maintenance, and the opportunity cost of forgoing auction proceeds; and

WHEREAS, the fleet expansion will be accomplished without amending the department's 2021 authorized budget by adjusting the lease terms of the new vehicles ordered for 2021.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves an increase in total authorized vehicles for the Sheriff's Office Field Services Division from the current fifty (50) vehicles to fifty-five (55) vehicles.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 1/26/2021
Re: **Resolution Authorizing an Increase in Total Authorized Vehicles for the Sheriff's Office Field Services Division - Car Pool**

The Sheriff's Office presented its Deputy Assigned Vehicle (DAV) proposal to the Public Safety Committee on January 19, 2021. The purpose of this resolution is to implement the first phase of the DAV plan by increasing the Road Patrol fleet by five (5) vehicles in FY 2021.

The Sheriff's Office Field Services Division currently has fifty (50) authorized vehicles in its fleet, twenty-six (26) of which are patrol units. The patrol cars are currently shared between Road Patrol shifts and operate round the clock. The DAV plan would assign individual patrol cars to deputies, requiring an increase in the Road Patrol fleet.

The department is requesting an increase of five (5) authorized vehicles in 2021, which will be accomplished by retaining vehicles that were scheduled for replacement and would have otherwise been turned in to Car Pool for public auction.

The vehicles being retained were part of the Car Pool lease (capital replacement) program that existed prior to the County's partnership with Enterprise Fleet Management and have no payments remaining. The costs associated with retaining these vehicles include auto insurance (\$846 annually per vehicle), fuel (est. \$3,000 annually per vehicle), repairs and maintenance (est. \$2,400 annually per vehicle), and the opportunity cost of forgoing auction proceeds.

The fleet expansion will be accomplished without amending the department's 2021 authorized budget by adjusting the lease terms of the new vehicles ordered for 2021, including extending the leases from 4 years to 5 years and capitalizing 50% of the equipment upfitting costs (typically \$10,000 per new vehicle) into the lease.

Please do not hesitate to contact me at 517-540-7843 if you have any questions.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Contract Change Orders for Partial Driveway Replacement at the Transportation Complex – LETS

WHEREAS, Resolution 2020-10-237 authorized the construction of a canopy for the propane fuel farm at the Transportation Complex and replacement of the deteriorating asphalt driveway in the fuel farm area with concrete; and

WHEREAS, a competitive bid process was performed and contracts were awarded to TFC Canopy of Garrett, IN and Landry Electric of Brighton, MI for canopy construction, Universal Consolidated Enterprises of Roseville, MI for driveway replacement, and John Stewart General Contractors of Milford, MI for construction management; and

WHEREAS, the total approved project budget was \$109,042, including 10% contingency; and

WHEREAS, upon removal of the existing asphalt driveway, poor soil conditions were discovered in the driveway sub-base requiring extensive excavation work and replacement with new material, as well as the installation of a perimeter drain; and

WHEREAS, the cost of the additional work is \$31,882, which includes \$20,391 for Universal Consolidated Enterprises and \$11,491 for John Stewart General Contractors for a revised total project cost of \$140,924; and

WHEREAS, the additional costs will be 100% grant funded with 80% reimbursed from an FY 2020 Federal Section 5339 grant and a 20% match from the Michigan Department of Transportation.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves a change order to the contract with Universal Consolidated Enterprises of Roseville, MI in the amount of \$20,391 and the contract with John Stewart General Contractors of Milford, MI in the amount of \$11,491 for a revised total project cost of \$140,924.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is hereby authorized to sign all documents related to the above upon review and/or preparation of Mark Koerner, LETS Transit Attorney.

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

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MOVED:
SECONDED:
CARRIED:

john stewart

GENERAL CONTRACTORS

1645 N. MILFORD RD.
MILFORD, MICH. 48381
PH. (248) 390-5260
Email stewartcontractors@gmail.com

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 2 1/2" AA 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	19,700.50 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		90,117.23
CM Profit & Overhead @ 10%		9012.00
Total Cost		\$ 99,129.23

john stewart

GENERAL CONTRACTORS

1645 N. MILFORD RD.
MILFORD, MICH. 48381
PH. (248) 390-5260
Email stewartcontractors@gmail.com

January 12, 2021

Livingston County Facility Services
420 S. Highlander Way
Howell, Mi. 48843
Attn: Mr. Chris Folts

JOB COST SUMMARY FOR JOHN STEWART

1.	Install 2 isolated canopy footings	3,000.00
2.	Misc. Painting on canopy columns and exposed electrical conduits	700.00
3.	Clean-up, dumpsters	725.00
4.	Portable Field Toilets	250.00
5.	Permits (allowance) Building permit and land use permit	858.00
6.	Site Engineering Drawings and Field Layout	3,200.00
7.	Job Superintendent	2,200.00
JSA Costs		10,933.00

EXTRAS

8.	Metro Trucking Invoice for crushed concrete pea stone, and haul away clay/loam Invoice From Metro (paid by JSA)	9,149.43
9.	Added Cost for 1 extra month rental for Temp. Toilet RM Sanitation	95.00

CONSTRUCTION MANGEMENT FEES @ 10%

Based on project costs \$ 114,229.25 x 10% 11,423.00

Total Cost for JSA 31,600.43

Note: Total project cost 114,229.25 + 11,423.00 = \$ 125,652.25

September 27, 2020 (Original submittal)

Livingston County Facility Services

420 S. Highlander Way

Howell, Mi. 48843

Attn: Mr. Chris Folts

RE: Summary Transportation Bldg New Concrete Apron and Canopy

SUBCONTRACTORS BIDS

1.	Concrete and Demolition including excavation and new 21AA Crushed Concrete (Universal Consolidated Enterprises)	49,969.00
2.	Canopy over Propane tanks (TFC) - revised quote, delete tax	19,002.45
3.	Run new underground electrical to canopy (Landry Electric)	4,700.00
Subcontractors costs subtotal		73,671.45

ORIGINAL JOHN STEWART QUOTE

4.	Install 2 isolated canopy footings	3,000.00
5.	Misc. Painting on canopy columns and exposed electrical conduits	700.00
6.	Clean-up, dumpsters	725.00
7.	Portable Field Toilets	250.00
8.	Permits (allowance) Building permit and land use permit	1,500.00
9.	Site Engineering Drawings and Field Layout	3,200.00
10.	Job Superintendent	2,200.00
JSA QUOTE		11,575.00

Original costs summary

A.	Subcontractors Cost	73,671.45
B.	John Stewart construction costs	<u>11,575.00</u>
	subtotal	85,246.45
	CM Profit & Overhead @ 10%	<u>8,525.00</u>
	Original Total Cost including CM fee.....	\$ 93,771.45

Extra Cost related to bad ground, additional subbase, and dirt removal

1.	Universal Quote for labor to install Crushed Concrete Cost for Labor to excavate existing clay/loam sub-base install new perimeter drains system Install geo-mat at excavation bottom Quote dated December 13, 2020	20,390.44
2.	Metro Trucking Invoice for crushed concrete pea stone, and haul away clay/loam Invoice From Metro (paid by JSA)	9,149.43
3.	Added Cost for 1 extra month rental for Temp. Toilet RM Sanitation	95.00
4.	Credit for permit allowance adjustment deduct < 652.00 >	<u> </u>
	Subtotal extra cost	28,982.87
	CM Profit & Overhead @ 10% of the subtotal extra cost	<u>2,898.00</u>
	Total extra cost including CM fee	31,880.87

Project Costs to date	93,771.45	+	31,880.87	=	\$125,652.32
	Original cost		extra cost		

REMIT TO:
TFC CANOPY
1107 N. Taylor Rd.
Garrett, IN
46738



Invoice

43200

Customer No.

8869

A Division of Centurion Industries, Inc.

TFC CANOPY * 1107 NORTH TAYLOR ROAD * GARRETT, INDIANA 46738
PHONE (260) 357-6665 * FAX (260) 357-6533

Bill to:

County of Livingston
304 E. Grand River Ave. Suite 201
Howell, MI 48843

Ship to:

County of Livingston
Livingston County, MI
3950 W Grand River
(LETS) Livingston County Essential Transpc
Howell, MI 48855

Invoice Date	Due Date	Disc Date	Terms	Customer Ref	Contract
1/7/2021	1/17/2021		Net 10 Days		701110.

Month/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
01/21 24	1	App# 1 Material	701110.	10		0.000	10,804.12
01/21 24	2	App# 1 Installation	701110.	20		0.000	7,368.33
01/21 24	3	App# 1 Freight	701110.	40		0.000	830.00

1/2021 JB App #1

Notes:

Total **\$19,002.45**
Sales Tax
Less Disc
Less Retainage **\$0.00**
Total Due \$19,002.45

APPROVED

By John Stewart at 11:35 am, 1/8/21



PH:810.229.8367

FAX:810.229.9367

08/06/20

To: John Stewart Associates
Attn: John Stewart
Subject: Lets Transportation- Site Electrical to canopy

John,
We are pleased to quote a price for the electrical installation per site plan dated 07/30/20. Price includes permit, inspection fees, excavation & backfill.

Total Labor & Material = \$4,700.00

Note:
Project is quoted with prevailing wage requirements

If there are any questions, please call.

Thank you,
Mike Weiss

Name of Firm Landry & Sons Corp.

Date bid submitted 8/10/20

Name of Authorized Person Danika Landry

PRINTED

Signature of Bidder Danika Landry

By signing the proposal, Proposer acknowledges that he has examined and understood the Scope of Work, Contract Documents, Proposal, and any other attached documents, and agrees that if his proposal is accepted, will enter into an agreement with John Stewart Associates Construction Manager, and Livingston County.

Please provide the following information

Name of Firm Landry & Sons Corp.

Address 455 E Grand River Ave #100 Brighton, MI 48116

Contact Person Danika Landry

Title of Contract Person Vice President

Telephone Number (810) 229-8367

E-Mail Address Landry.Sons@yahoo.com

Danika Landry

Signature of Contact Person

Vice president

Title of Contact Person

ACKNOWLEDGE OF ADDENDUM NOTICES

1. Addendum #1 _____ date
2. Addendum #2 _____ date
3. Addendum #3 _____ date

CONSTRUCTION LESS THAN \$150,000**GOVERNMENT WIDE DEBARMENT AND SUSPENSION (NON PROCUREMENT)**

Applicability – all contracts more than \$25,000.

The Recipient agrees to the following:

1. It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <https://www.sam.gov.proxy1.semalt.design> if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
2. If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel.

CONTRACTOR / COMPANY NAME

Landry & Sons Corp.

NAME, TITLE AND SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL:

TYPE OR PRINT NAME	TITLE	
Danika Landry	Vice president	
SIGNATURE	DATE	
Danika Landry	9/22/20	

SEISMIC SAFETY

Applicability – construction of new buildings or additions to existing buildings. These requirements do not apply to micro purchases (\$10,000 or less, except for construction contracts of more than \$2,000).

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Applicability – construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting, of more than \$2,000.

1. Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual

John Stewart Associates
CONSTRUCTION MANAGER
for Livingston County

1645 N. MILFORD RD.
MILFORD, MICH. 48381
PH. (248) 685-0978
email : stewartcontractors@gmail.com

BID PROPOSAL Submitted by: Universal Consolidated Enterprises, inc.

REQUEST FOR BID PROPOSAL (LETS)
CONCRETE PAVING

Livingston Co. Essential Transportation Services
3950 W Grand River Ave, Howell, MI 48855

Proposal Required : John Stewart Associates acting as Construction Manager for Livingston County, requests contractor bids to form, place, and finish new concrete paving for the existing Livingston Co. Essential Transportation Services located at 3950 West Grand River, Howell, Michigan.

Electronic bid documents for construction for bidder to reproduce, to be distributed by the construction manager, John Stewart.

Plans also available on the - MITN Bidnet direct website www.bidnetdirect.com
All information, plans, specifications, and clarifications will be directed only to the construction manager - John Stewart Associates

Project Description : Project to be bid to remove existing asphalt paving, haul away asphalt and dispose legally. Excavate existing grass area & pavement sub-base. Install new gravel base as shown on drawing. Install concrete, and sawcut at 20'x20' grid. Provide expansion joints at 60' spacing. Install new topsoil, and seed and straw at completion. Rough and finish grade. Pavement striping for new bus spaces. Clean up after completion.

BIDS TOTAL

\$49,969.00

Forty-Nine Thousand Nine Hundred Sixty-Nine Dollars



Name of Firm Universal Consolidated Enterprises, Inc.

Date bid submitted September 23, 2020

Name of Authorized Person Bradley A. Wolfbauer
PRINTED

Signature of Bidder _____

By signing the proposal, Proposer acknowledges that he has examined and understood the Scope of Work, Contract Documents, Proposal, and any other attached documents, and agrees that if his proposal is accepted, will enter into an agreement with John Stewart Associates Construction Manager, and Livingston County.

Please provide the following information

Name of Firm Universal Consolidated Enterprises, inc.
P O Box 80850, Rochester, MI 48308
Address 17625 E. Ten Mile Rd., Roseville, MI 48066

Contact Person Brad Wolfbauer

Title of Contract Person President/Site Supervisor

Telephone Number 586-248-2250

E-Mail Address universalconsolidated@comcast.net

Signature of Contact Person _____

President

Title of Contact Person _____

ACKNOWLEDGE OF ADDENDUM NOTICES

1. Addendum #1 NONE date _____
2. Addendum #2 _____ date _____
3. Addendum #3 _____ date _____



john stewart <stewartcontractors@gmail.com>

LETS additional material

1 message

john stewart <stewartcontractors@gmail.com>

Mon, Dec 14, 2020 at 10:11 AM

To: Chris Folts <cfolts@livgov.com>

Here is what the material should be if it goes according to my drawing

1. 360 yard of dirt removed
360 x 7.60/yard. =. 2736
2. 27 tons pea stone
27 x. 26.76. =. 725 00
3. 400 ton 1-3 crushed concrete
400 x 20.60/ton. =. 8240

John Stewart Associates

CONSTRUCTION MANAGER

for Livingston County

1645 N. MILFORD RD.

MILFORD, MICH. 48381

PH. (248) 685-0978

email : stewartcontractors@gmail.com

December 6, 2020

Revised on December 13th, 2020

ADDITIONAL SUB-GRADE WORK
REQUEST FOR PROPOSAL

Costs based on drawings dated 12-6-20
Livingston County Essential Transportation
3950 East Grand River, Howell, Mi. 48843

ALL MATERIAL QUANTITIES LISTED ARE APPROX. CONTRACTOR
TO VERIFY PRIOR TO SUBMITTING FINAL COST (260 net cubic yards
at a "swell rate" of 1.35 = approx. 351 gross trucked cubic yards)

- Item 1. Additional excavation to remove clay loam to elevations
shown on revised plan dated 12-6-20
Exhume approximately 260 cu.yards of clay loam/dirt over and above
the original contract amount Load resulting spoils into trucks provided by
Livingston County (Transportation/Disposal of spoils by OTHERS (NOT by UCE))

Cost to exhume dirt (item 1) \$2,160.00

- Item 2. Grade bottom of excavation level, and proof roll (ready for testing)
Install new geogrid mat at excavation bottom
Install approximately 320 cu. yards 1"-3" crushed concrete Furnished by OTHERS
Materials furnished by UCE (NOT including 1 x 3): \$3,877.73 Labor & Machine Time: \$9,420.00
Cost for item 2 \$13,297.73

- Item 3. Install 4" drain tile with sock at perimeter ONLY (eliminate center "leg")
Hook up to existing manhole (Peastone to be furnished by OTHERS, NOT by UCE)
Materials furnished by UCE (NOT including Peastone): \$704.91 Labor & Machine Time: \$4,227.80
Cost for Drain Tile (item 3) \$4,932.71

Submitted for approval by:
Universal Consolidated Enterprises, Inc.
P O Box 80850, Rochester, MI 48308
17625 E. Ten Mile Road, Roseville, MI 48066-3870
Email: universalconsolidated@comcast.net
Voice/Text: 586-248-2250

Signed:  Dec.13th, 2020
By: Bradley A. Wolfbauer, President

Livingston County Approval to Proceed:

Signed: _____ Date: _____

Name: _____

Title: _____

Metro Transport Inc
 11800 Grand River Rd
 Brighton MI 48116-8505
 Work: 810-229-4640 Fax: 810-229-4507

**PAYMENT
DUE**

Invoice

34283

John Stewart Associates
 1645 N Milford Rd
 Milford MI 48381

12/19/20

Page: 1

Project: 30455 - L.E.T.S 3950 Grandriver

End Date	Ticket#	Job Description	Quantity	Unit Price	Amount
12/14/20	457004	Dirt Out	40.00 Yd	6.50	260.00
12/14/20	457003	Peastone - Semi	26.55 Ton	25.80	684.99
12/16/20	423655	1"X3" C/C	48.95 Ton	20.13	985.36
12/16/20	454591	1"X3" C/C	43.00 Ton	20.13	865.59
12/16/20	423538	1"X3" C/C	48.75 Ton	20.13	981.34
12/16/20	457014	1"X3" C/C	49.55 Ton	20.13	997.44
12/16/20	435782	1"X3" C/C	49.80 Ton	20.13	1,002.47
12/16/20	423537	1"X3" C/C	48.91 Ton	20.00	978.20
12/16/20	430827	1"X3" C/C	46.30 Ton	19.93	922.76
12/16/20	430828	Dirt Out	28.00 Yd	6.50	182.00
12/16/20	430829	Dirt Out	28.00 Yd	6.50	182.00
12/16/20	430830	Dirt Out	28.00 Yd	6.50	182.00
12/16/20	430831	Dirt Out	28.00 Yd	6.50	182.00
12/16/20	430832	Dirt Out	28.00 Yd	6.50	182.00
12/16/20	430833	Dirt Out	28.00 Yd	6.50	182.00
12/16/20	430834	Dirt Out	28.00 Yd	6.50	182.00
Subtotal					8,952.15
MI Sales Tax					197.19
Invoice Total					9,149.34

paid by JSA on Dec.30,2020

Terms: Net 30 Days

Effective January 1, 2020, a 4% fee will be added to all payments made with a credit card



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 1/27/2021
Re: Resolution Authorizing Contract Change Orders for Partial Driveway Replacement at the Transportation Complex – LETS

Resolution 2020-10-237 authorized the construction of a canopy for the propane fuel farm at the Transportation Complex and replacement of the deteriorating asphalt driveway in the fuel farm area with concrete.

A competitive bid process was performed and contracts were awarded to TFC Canopy of Garrett, IN and Landry Electric of Brighton, MI for canopy construction, Universal Consolidated Enterprises of Roseville, MI for driveway replacement, and John Stewart General Contractors of Milford, MI for construction management.

The total approved project cost was \$109,042, including a 10% contingency. However, upon removal of the existing asphalt driveway, poor soil conditions were discovered in the driveway sub-base requiring extensive excavation work and replacement with new material, as well as the installation of a perimeter drain.

The cost of the additional work is \$31,882, which includes \$20,391 for Universal Consolidated Enterprises and \$11,491 for John Stewart General Contractors for a revised total project cost of \$140,924.

The additional costs will be 100% grant funded with 80% reimbursed from an FY 2020 Federal Section 5339 grant and a 20% match from the Michigan Department of Transportation.

A revised quote including the additional costs for the driveway replacement is attached. Please contact me if you have any questions at 517-540-7843.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing a Clinical Training Affiliation Agreement with Ascension Genesys Hospital to Provide Clinical Internship Services - Emergency Medical Service

WHEREAS, Ascension Genesys Hospital has approached Livingston County EMS wishing to enter into an agreement to allow EMS students to complete their clinical rotations and field internships with LCEMS; and

WHEREAS, the clinical rotations and field internships allow EMS students an opportunity to complete their education requirements while developing the skills necessary to become outstanding practitioners in the field of emergency medical services; and

WHEREAS, the EMS students will ride along with the ALS crews for their clinical rotation and field Internship experience; and

WHEREAS, this agreement allows Livingston County EMS to evaluate and recruit future employees from the best students from each class, and

WHEREAS, there is no cost for this program.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize Livingston County EMS entering into a Training Affiliation Agreement with Ascension Genesys Hospital after review by legal counsel.

BE IT FURTHER RESOLVED that the County Administrator 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:

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: 01/21/2021
Re: Resolution Authorizing the Ascension Genesys Education Affiliation Agreement

Ascension Genesys Hospital has reached out to Livingston County EMS with a proposed contract to allow their EMS students to complete their clinical rotations and field internships with us. These are required practical components of the educational process to become licensed in the EMS filed in the state of Michigan.

These agreements give students the opportunity to complete this portion of their education while also gaining valuable operational knowledge in the application of their education in real life situations under the guidance of one of our senior paramedics.

It also gives us the opportunity to interact with students first hand and evaluate them as potential future employees. Recruitment and retention are both reaching critical points in the EMS field. It is through great opportunities like this that we hope to gain an advantage over other EMS services wishing to recruit the same students upon the completion of their education.

It also provides us valuable insight as to what kind of future employee students might be prior to them even applying for a position. We get to see firsthand not only the student's skill and knowledge but their interpersonal communication skills and general work ethic these are things that can be challenging to evaluate in a standard interview process.

There is no direct cost to the department under this contract. They will be placed with our employees who are already scheduled to work and no additional compensation will be paid.

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.

Affiliation Agreement

This Affiliation Agreement (“Agreement”), effective **January 1, 2021** is by and between **Ascension Genesys Hospital (“School”)**, and **Livingston County EMS (“Provider”)**.

Both, the **School** and **Provider** are referred to as the **“parties”** collectively and individually as the **“party”** herein.

RECITALS

WHEREAS, School is an acute care facility which can provide appropriate environment for non-clinical and clinical training/experience, including in the area of emergency medical services (“EMS”);

WHEREAS, School has “students” enrolled in its EMS training program (“Program”), which as part of their curriculum requires appropriate clinical rotational training/experience, and;

WHEREAS, the parties wish and intend this Agreement to set forth the terms and conditions under which they will from time to time, permit School EMS students to participate in clinical rotation at Provider’s facility.

NOW THEREFORE, in consideration of the premises, mutual promises, and undertakings of the parties set forth below, the parties agree as follows:

I. Educational Programs

- A. Responsibility for Programs. School is solely responsible for the Program’s curriculum planning, recruitment, and admission of qualified candidates, Program administration, matriculation requirements, and faculty appointments, competencies, and promotions, as required by applicable law, accreditation requirements, and School policies. School has the overall responsibility for the educational portion of the training/experience for each and all students placed at Provider and will be primarily responsible to periodically evaluate the Program as required by its guidelines and requirements of its applicable accrediting agencies with oversight over such a Program.
- B. Coordinators. School will provide a Program Director or designee for the Program. The Program Director will serve as a liaison between the School and Provider. Provider will provide a Coordinator to work with the School’s faculty regarding the rotation for the Program. The Program Director will work with the Coordinator regarding specific student placement, scheduling and educational objectives for each training/experience rotation.

- C. Student Discipline. School will have the sole responsibility for any student disciplinary actions or proceedings. Provider agrees to report to School any potential or actual disciplinary issues and will make reasonable efforts to assist in any investigation conducted by the School. School will at all times defend, indemnify, and hold Provider harmless from any and all claims and costs arising out of or related to the exercise of this School's responsibility, including all attorney fees.

II. Training/Experience Rotations at Provider. The term "rotation" as used in this Agreement will refer to clinical training periods at Provider. The term "student" shall include those individuals designated by the School as trainee, student, intern, or extern in the EMS Program affiliated with School. The School will, in consultation with the Provider, administer each rotation at School as follows:

- A. Coordination of Rotations. Provider will cooperate with the School in the planning and conduct of each student's rotation, so that the student's training/experiences are appropriate in light of the School's educational objectives. The parties will establish a hard copy or electronic form which will document the Program's rotations, including the name and number of students for each rotation period and it will be provided to the Provider Coordinator at least two (2) weeks before the beginning of each rotation. ■ Failure to have the prerequisites completed for any student will prevent or delay the commencement of any rotation.
- B. Student Prerequisites. Before each student's rotation, the School or each student will ensure that any prerequisites established by Provider are met prior to the scheduled rotation.
- C. Supervision of Students. Provider will provide qualified individuals ("preceptor(s)") to supervise each EMS rotation. School will require its Program faculty to be available to preceptors for collaboration and consultation as required between the parties. Nothing in this Agreement will prevent any patient from requesting not to be a "teaching" patient or prevent any preceptor from designating a patient as a nonteaching patient.
- D. Provider Rules, Regulations, and Policies. Provider will provide students an orientation of its facilities and will apprise them of all applicable rules, regulations, and policies that students will be required to comply with as a condition of continuing with their rotation at Provider. Provider will provide a copy of all applicable rules, regulations, and policies.
- E. Student Evaluations. Provider preceptors will provide School with written or electronic evaluation data for assigned students during the rotation as required by the Program accrediting agencies; however, School faculty will retain the sole responsibility for the overall educational evaluation of the students.

- F. Personal Property Loss or Damage. Provider shall not be liable in any manner for any loss of or damage to the personal property of the student, including any vehicle used by the student.
- G. Available Amenities and Services. Provider will make available to students the use of its cafeteria, scheduled conference rooms, and library as available and as required by the Program, without charge except for food consumed by the students. If a student is sent to occupational health, clinic, or hospital for emergency care, such student will be solely responsible for the costs and expenses of any care or treatment, including follow up care or treatment.

III. Provider's Right to Accept and Remove Students

- A. Provider has the right to refuse to accept any student who: (i) has previously been discharged for cause as an employee of Provider, or (ii) was removed from or relieved of responsibilities for cause by Provider. The Provider will notify the School in writing of its refusal to accept any student and the basis for the refusal.
- B. Provider reserves the sole right to not schedule any rotation assignment in the event of resource shortages, constraints or other business exigencies which may occur during the period of this Agreement.
- C. Provider has the right to remove any student from its premises. Provider will notify the School in writing when it desires to remove any student for a reasonable cause related to the need for maintaining an acceptable standard of behavior or conduct, regardless as to whether it relates to patient care. The written request to the School will provide a basis for removal. Nothing herein shall restrict Provider's right from immediately removing a student from its premises where the student poses an imminent threat to the health or safety of the public or a patient, visitor, employee of Provider.

IV. Record Ownership and Disclosure. School will own and maintain all student evaluation records and reports which are completed by a student at the Provider as a result of a clinical rotation. Provider will have no responsibility respecting this documentation other than those specifically agreed upon reports from a preceptor which are necessary to the School's monitoring of a student's progress. Provider will refer all requests for records to the School. Provider agrees to comply with all applicable statutes, rules, and regulations respecting the maintenance of and release of information from such records.

V. Confidentiality. School will, including its employees, students, and agents to comply with all applicable laws regarding the privacy, security, and confidentiality of protected health information ("PHI") as the term is defined in the Health Insurance Portability and Accountability Act of 1996, the 2009 HITECH amendments, and related regulations, and will promptly (i) report to

Provider any actual or potential improper use of disclosure of PHI, and (ii) timely act to correct and/or mitigate any improper use or disclosure of PHI. This obligation will survive the termination of this Agreement. School will cause its students to comply with policies regarding access to patient information, including but not limited to policies regarding the proper use of computer assets and information security, as applicable. Each student must complete and demonstrate competency in the School's HIPAA training program.

VI. Term and Termination.

A. This Agreement is effective **January 1, 2021** for a period of one (1) year. This Agreement will automatically renew for another one (1) year period unless either party indicates in writing to the other party, at least thirty (30) days prior to expiration of the term, of its intention to not renew this Agreement.

B. This Agreement may be terminated at any time after initial execution, with or without cause, by providing the other party with thirty (30) days advanced written notice of termination, including the effective date of termination. Any student currently receiving instruction in a rotation at Provider will be given an opportunity to complete his/her rotation at Provider.

VII. Indemnification. School, including its directors, employees, agents and students, shall indemnify and hold harmless Provider, including its employees, and agents from any and all claims, liabilities, obligations and damages, including reasonable attorney fees, arising out of the School's acts or omissions occurring within the scope of its obligations under this Agreement.

Provider, including its governing body, employees, and agents, shall indemnify and hold harmless the School, including its employees, students, and agents from any and all claims, liabilities, obligations and damages, including reasonable attorney fees, arising out of Provider's acts or omissions occurring within the scope of its obligations under this Agreement **to the extent allowable by law.**

VIII. Insurance.

A. School. School will obtain and maintain general and professional liability insurance or self-insurance covering itself and its employees and students with policy limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon request, the School will provide to Provider certificates of insurance evidencing such coverage.

B. Provider. Provider will obtain and maintain general and professional liability insurance or self-insurance covering itself, its employees and its

Programs, with policy limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

Provider will obtain and maintain insurance covering property damage and bodily injury for all owned and leased motorized vehicles used during the clinical rotation, including without limitation, ambulances. No student will be allowed or required to operate any motorized vehicle during a rotation period.

C Cooperation. Subject to applicable law and the terms of the parties' respective professional and general liability insurance policies, each party shall cooperate with the other party in the investigation of complaints, claims, or regulatory matters. This may include making Provider employees, School employees and/or students available for interviews and to provide testimony in civil proceedings.

D Notice of Termination of Insurance Coverage. A party has the obligation to maintain all insurance applicable coverages during the period of this Agreement. In the event a party's applicable insurance coverage is terminated, not renewed, or minimum policy limits are not maintained, the other party shall be immediately notified and this Agreement shall terminate without penalty for the party receiving such notification.

IX. Independent Contractor. Although students in rotation at Provider will be considered to be applicable under the HIPAA requirements, each party to this Agreement is an independent contractor and as such is responsible only for its own respective conduct. This Agreement does not in any manner establish an expressed or implied partnership, joint venture, agent/principal relationship, or employer/employee relationship. No party has the authority or consent to legally bind the other party to legal obligations outside of the terms and conditions of this Agreement.

No student participating in any rotation at Provider will be considered or deemed to be an employee of Provider whatsoever, including but not limited to, for purposes of compensation, fringe benefits, worker's compensation, unemployment compensation, or obligations for withholding of income taxes. The tasks and duties which consist of a rotation assignment are solely in fulfillment of the academic requirements of such Program and will be performed under supervision. No student rotation will be used to replace or substitute for any employee of Provider.

X. Consideration. As consideration hereunder, the parties to this Agreement as part of each of their applicable charitable and educational purposes, and as such, there is to be no monetary consideration paid by either party under this Agreement.▪

XI. Miscellaneous.

- A. Compliance with Law. Each party will be separately responsible for its compliance with all federal and state laws, including anti-discrimination laws, which may be applicable to their respective activities under the Program, and each will hold the other party harmless from adjudicated liability as a result of its noncompliance of any such laws.
- B. Excluded Entity. Each party warrants and represents at the inception of this Agreement that neither it nor its employees have been or are about to be excluded from participation in any federal health care program (including, but not limited, to Medicare and Medicaid). During the period of this Agreement, a party will immediately notify the other party of its receipt of notice or knowledge that it has been excluded from participating in any federal healthcare programs. In the event of a party's exclusion, this Agreement will terminate immediately by the non-excluded party without penalty, notwithstanding any language elsewhere in this Agreement regarding any limitation on the right to terminate including, but not limited to, providing an advance written notice period for termination or for cause.
- C. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Michigan.
- D. Severability. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision of this Agreement.
- E. Entire Agreement. This Agreement and any referenced exhibits or addenda consist of the entire agreement between the parties relating to the terms herein.
- F. Amendment. Any modification, change, or discharge of this Agreement may only occur by a prior written agreement between the parties.
- G. Waiver. A waiver by any party of any provision shall not serve as a basis for any subsequent waiver for any provisions of this Agreement.
- H. Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party.
- I. Non-Exclusive. Nothing in Agreement shall prohibit a party from entering into any affiliation agreement with another organization concerning the same or similar educational programs or rotations.

- J. Third Party Beneficiary. No person or entity other than the parties to this Agreement shall be considered or deemed to be beneficiaries of any kind under the terms of this Agreement.

- K. Survival. The following provisions of this Agreement shall survive and remain in effect subsequent to the termination of this Agreement: Section V, Section VII, Section VIII; and Section XI (K).

- L. Notice. All notices, demands or other writings provided for under this Agreement shall be deemed to have been fully given when made in writing and either hand delivered or deposited in the United States mail, registered and postage prepaid, and addressed to the respective Parties as set forth below and/or at any other address or location approved in writing by the Parties.

Provider	School
Livingston County EMS David Feldpausch Director 1911 Tooley Rd Howell, MI 48855	Ascension Genesys Hospital EMS Education Christopher Patrello Manager EMS 1000 Health Park Blvd Grand Blanc, MI 48439

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative, all necessary approvals of each institution having been obtained.

SCHOOL	PROVIDER
Ascension Genesys Hospital EMS Education	Livingston County EMS
By: _____	By: _____
Its: _____	Its: _____

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an an Amendment to the existing lease agreement with The Regents of The University of Michigan – Emergency Medical Services

WHEREAS, Livingston County has had a lease agreement with THE REGENTS OF THE UNIVERSITY OF MICHIGAN since June 12, 2012 for building and hangar space at the public safety complex; and

WHEREAS, It was discovered in early 2020 that neither party had been following the terms of the lease agreement and both parties have been in regular communications since; and

WHEREAS, After months of conversation and review of the operational expenses for said lease property THE REGENTS OF THE UNIVERSITY OF MICHIGAN have proposed an amendment to the lease; and,

WHEREAS, The lease amendment was reviewed by the EMS Director, County Administrator, and Chief Financial Officer who have all approved the amendment.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the attached lease amendment with THE REGENTS OF THE UNIVERSITY OF MICHIGAN for the duration of the lease agreement after review and approval form legal counsel.

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:

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: 01/20/2021
Re: Resolution regarding U of M Lease Amendment

I have been in regular communication with a representative from THE REGENTS OF THE UNIVERSITY OF MICHIGAN since March of 2020 regarding the existing lease agreement for building and hangar space at the public safety complex.

Upon review we discovered that neither party had fulfilled their obligations under the lease including rent increases and reporting of actual operational cost. Under the existing agreement we are required to report operational costs annually and make adjustments to the additional rent based on those costs. To the best of our knowledge this has never occurred.

After months of review of years' worth of invoices Hilery DeHate and I met with several of their representatives. We were having trouble justifying the operational costs received as the lease does not outline them specifically and the process to come up with them is quite complex. The lease breaks the building out by percentages and only a portion of each expense was attributed to their portion of the operational cost. They made a recommendation that we consider a lease amendment to eliminate any confusion and simplify the process going forward.

They immediately began to pay the rent increase that we had identified that was past due along with past increases that had been missed. There was just no simple solution to the additional rent (operational expenses) calculation and it is next to impossible to go back and capture them accurately now.

I was very pleased with the proposed amendment as we were challenged justifying the past operational expenses. I believe this is a very generous offer based on that and it eliminates the need for complex calculations going forward. THE REGENTS OF THE UNIVERSITY OF MICHIGAN have been exceptional tenants and to lose them would be devastating to the EMS department financially.

I realize that this is likely a complex topic and welcome any questions regarding this matter.

~~2012 LEASE PROVISIONS~~ REVISED LANGUAGE FOR 2021 AMENDMENT

4.1 Additional Rent: Tenant shall also pay to Landlord, as “Additional Rent”, Tenant’s ~~Pre Rata Shares~~share of the “Landlord’s Operating Expenses” (as defined below).~~—“Tenant’s Pre Rata Share” is 18.6% which is ratio of the number of square feet in the Premises (12,369 sf) to the number of square feet in the Building (66,500 sf).—~~ according to the following schedule:

<u>Lease Year</u>	<u>OpEx</u>	
	<u>Monthly</u>	<u>Annual</u>
<u>11/1/2013-10/31/2018</u>	<u>\$9,781.50</u>	<u>\$117,378.00</u>
<u>11/1/2018-10/31/2023</u>	<u>\$9,977.13</u>	<u>\$119,725.56</u>
<u>11/1/2023-10/31/2028</u>	<u>\$10,176.67</u>	<u>\$122,120.07</u>
<u>11/1/2028-10/31/2033</u>	<u>\$10,380.21</u>	<u>\$124,562.47</u>

Landlord’s Operating Expenses relate to the Premises, the Building and the real property on which the Building is located and are defined as: (a) all real property taxes if any coming due in the usual course of business during the lease term, exclusive of any taxable additions by persons other than Tenant (after the date of the lease); (b) water, sewer, electricity, gas, and other sources of power for heating, lighting, ventilating, or air-conditioning for the Building, ~~except when separately billed to Tenant~~; (c) janitorial services for the Common Areas and the Premises contracted for by Landlord, and/or wages, salaries, fringe benefits, and applicable taxes on the employer for such janitorial services performed by Landlord’s employees; (d) supplies consumed in connection with cleaning and general maintenance of the Common Areas and the Premises; (e) snow removal and exterior grounds care, including the new access road to the Airport; (f) installation and maintenance of exterior and Common Area signs identifying the Building and its tenants; (g) insurance premiums for the Building; (h) the annual amortized amount for any capital improvements (as defined in accordance with generally accepted accounting principles, except that, for purposes of this Section, capital improvements shall only include replacements and shall not include additions or upgrades beyond what is required by the final construction drawings and specifications for the Premises unless the same are made at the request of Tenant or required by applicable law or any government agency having jurisdiction over the Premises) made by Landlord to the Building (e.g., replacement of HVAC equipment) and the Common Areas (but excluding any depreciation or amortization of the initial costs of the Building or Site Improvements), all amortized over the useful life of the capital item on a straight line depreciation basis, computed in accordance with generally accepted accounting principles; (i) Landlord’s costs for providing maintenance, repair and replacements for the Premises pursuant to Section ~~9(b)~~9.2 of ~~this~~the Lease and (j) any of Landlord’s costs or obligations under the Airport Access Agreement.

Landlord's Operating Expenses excludes any costs for (1) maintenance, repair or replacement of the Building roof, exterior windows, exterior doors (except the ~~Hanger~~Hangar rolling door), floor, and walls; (2) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing maintenance of the Building, except as set forth in Section 99.1(b) and (3) any capital expenditures, all of which are the Landlord's sole cost and responsibility under Section 9 of this Lease, except as set forth in the paragraph above. ~~Landlord grants Tenant the right to challenge on Landlord's behalf, either or both the assessed value and taxable value of the real property and Landlord shall cooperate with Tenant in obtaining and providing potentially relevant information as may be necessary or useful in pursuing the challenge.~~ The foregoing notwithstanding, Operating Expenses shall not include the cost of any maintenance, repair or replacement of any building component or equipment, nor the repair or replacement of any defects in materials and workmanship, that are covered by any warranty issued by any contractor, subcontractor, supplier or manufacturer.

~~The Additional Rent shall be computed on the basis of each calendar year and shall be adjusted at the end of each calendar year during the term. Tenant shall pay its Pro Rata Shares of operating expenses in monthly installments on or before the first day of each calendar month, in advance, in an amount estimated by Landlord. The estimated monthly Additional Rent for the first calendar year during the term is \$9,781.50. The parties acknowledge that this amount may vary significantly between the first lease year and later lease years as Tenant repair items arise in later lease years which are not covered by warranties issued by contractors, subcontractors, supplier or manufacturers in connection with the construction of the Building. Within 30 days after the end of each calendar year, Landlord shall furnish Tenant with a written statement itemizing Landlord's operating expenses for that calendar year and a written statement of the amount of Tenants' Pro Rata Share of the operating expenses. If the total amount paid by Tenant for the prior calendar year is less than the actual amount due from Tenant for that year, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due; if the total amount paid by Tenant for the prior calendar year exceeds the actual amount due from Tenant for that year, Tenant shall receive a refund of the excess from Landlord. Once per calendar year, Tenant has the right to audit Landlord's operating statement, related account ledgers, books and all other documentation used to compile the statement. If the Commencement Date is not the start of a calendar year, the Additional Rent shall be prorated on a daily basis and shall be paid pro rata, only for the pro rata period of actual occupancy. When the lease term has ended, including any month to month holdover under paragraph 26, and Tenant has vacated Premises at a time prior to the end of a calendar year, the Additional Rent shall be based upon the prior year's computation and shall be paid pro rata, only for the pro rata period of actual occupancy.~~

~~**5.0**~~ **5.0** **Utilities and Other Charges:** ~~The monthly rent under Section 4.0 above does not include any utilities. Tenant will pay all separately metered utility costs specific to the Premises, including all telephone and internet costs. The Survival Flight Hangar will be separately metered for all utilities and Tenant will be solely responsible for these utility costs. Tenant is responsible for 8.2% of the Utility Costs and other Charges for its portion of the Office Building including Tenant's share of the Common Areas that will be billed to Tenant as part~~ billed to the Premises.

All other utility costs are included in Tenant's Additional Rent payments made pursuant to Section 4.1 of the ~~Landlord's Operating Expenses~~ Lease.

9.1 Landlord's Obligations: Landlord, at its expense (~~other than~~excluding those expenses for which ~~can be billed to the~~ Tenant pays either as ~~Operating Expenses under~~ part of its monthly Additional Rent payment as set forth in Section 4.1, above, or mutually agreed to in advance and billed by separate invoice payable within 30 days), shall be responsible for all Building Common Areas and Premises maintenance and repairs, including, but not limited to, the following: (a) roof, exterior windows, exterior doors (except the Hanger rolling door), floor, and walls; (b) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing; (c) Site grounds and parking lot, including snow and ice removal; (d) trash removal; (e) fire equipment/exit signs and (f) proximity card reader access system. Landlord shall provide janitorial service and supplies for the Building Common Areas, the external Common Areas and the Premises.

9.2 The Premises: Tenant shall be responsible for repair and maintenance due to damage caused by Tenant's negligence or willful misconduct. Tenant shall also be responsible for the costs of maintenance, repair of the Premises and every part thereof (except as set forth above regarding Landlord's structural obligations) including replacement as required. Landlord shall perform or contract for the repairs and maintenance to the Premises and ~~bill back~~ Tenant shall pay for ~~the~~such expenses when it pays its monthly Additional Rent payment as set forth in Section 4.1, above (as part of Landlord's operating expenses in Section 4.1 ~~or may be billed separately if an individual repair or maintenance item cost exceeds \$15,000~~). Landlord shall have the right to enter the Premises at all reasonable hours to inspect, maintain and improve the Premises provided the activities do not interfere with Tenant's business activities within the Premises, and other than in an emergency, Landlord provides reasonable prior notice of any entry into the Premises.

Document comparison by Workshare 10.0 on Tuesday, January 19, 2021
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Description	2012 LEASE PROVISIONS 4826-0954-5176 v.1
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Description	2021 Amendment Lease Provisions 4812-4574-1016 v.1
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	38
Deletions	27
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	65

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (“Amendment”) is made on _____, 2021, between **LIVINGSTON COUNTY** (“Landlord”) and **THE REGENTS OF THE UNIVERSITY OF MICHIGAN** (“Tenant”). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

RECITALS:

- A. Landlord and Tenant entered into a Lease Agreement dated June 12, 2012, as amended by that First Amendment to Lease dated April 28, 2020 (collectively, the “Lease”) pursuant to which Tenant leased, for a term of twenty years, certain hangar and office space (“Premises”) at the Emergency Medical Services building located at 1885 N. Tooley Road, Howell, Michigan (“Building”);
- B. Landlord and Tenant desire to modify the terms of the Lease as it relates to the amount of Additional Rent to be paid by Tenant; and
- C. Landlord and Tenant desire to confirm their understandings with regard to the amount of Additional Rent to be paid by Tenant, in accordance with the terms and conditions of this Amendment.

AGREEMENTS:

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, Landlord and Tenant agree as follows:

- 1. **The Site Street Address:** The street address of the Site (as defined in Background Paragraph A) has been changed from 1885 Tooley Road to 1911 Tooley Road.
- 2. **Additional Rent:** Section 4.1 (*Additional Rent*) of the Lease is deleted in its entirety and replaced with the following:

Additional Rent: Tenant shall also pay to Landlord, as “Additional Rent”, Tenant’s share of “Landlord’s Operating Expenses” (as defined below) according to the following schedule:

Lease Year	OpEx	
	Monthly	Annual
11/1/2013-10/31/2018	\$9,781.50	\$117,378.00
11/1/2018-10/31/2023	\$9,977.13	\$119,725.56
11/1/2023-10/31/2028	\$10,176.67	\$122,120.07
11/1/2028-10/31/2033	\$10,380.21	\$124,562.47

Landlord’s Operating Expenses relate to the Premises, the Building and the real property on which the Building is located and are defined as: (a) all real property taxes if any coming due in the usual course of business during the lease term, exclusive of any taxable additions by persons other than Tenant (after the date of the lease); (b) water, sewer, electricity, gas,

and other sources of power for heating, lighting, ventilating, or air-conditioning for the Building; (c) janitorial services for the Common Areas and the Premises contracted for by Landlord, and/or wages, salaries, fringe benefits, and applicable taxes on the employer for such janitorial services performed by Landlord's employees; (d) supplies consumed in connection with cleaning and general maintenance of the Common Areas and the Premises; (e) snow removal and exterior grounds care, including the new access road to the Airport; (f) installation and maintenance of exterior and Common Area signs identifying the Building and its tenants; (g) insurance premiums for the Building (h) the annual amortized amount for any capital improvements (as defined in accordance with generally accepted accounting principles, except that, for purposes of this Section, capital improvements shall only include replacements and shall not include additions or upgrades beyond what is required by the final construction drawings and specifications for the Premises unless the same are made at the request of Tenant or required by applicable law or any government agency having jurisdiction over the Premises) made by Landlord to the Building (e.g., replacement of HVAC equipment) and the Common Areas (but excluding any depreciation or amortization of the initial costs of the Building or Site Improvements), all amortized over the useful life of the capital item on a straight line depreciation basis, computed in accordance with generally accepted accounting principles; (i) Landlord's costs for providing maintenance, repair and replacements for the Premises pursuant to Section 9.2 of the Lease and (j) any of Landlord's costs or obligations under the Airport Access Agreement.

Landlord's Operating Expenses excludes any costs for (1) maintenance, repair or replacement of the Building roof, exterior windows, exterior doors (except the Hangar rolling door), floor, and walls; (2) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing maintenance of the Building, except as set forth in Section 9.1(b) and (3) any capital expenditures, all of which are the Landlord's sole cost and responsibility under Section 9 of this Lease, except as set forth in the paragraph above. The foregoing notwithstanding, Operating Expenses shall not include the cost of any maintenance, repair or replacement of any building component or equipment, nor the repair or replacement of any defects in materials and workmanship, that are covered by any warranty issued by any contractor, subcontractor, supplier or manufacturer.

3. **Additional Rent Correction Payment:** The parties acknowledge that rather than paying the amounts set forth in the Additional Rent Schedule set forth in Section 2, above, for the period of time from November 1, 2013 through October 31, 2014, Tenant paid the Monthly Additional Rent payment of \$9,781.50 and for the period of time from November 1, 2014 through February 28, 2021, Tenant paid the Monthly Additional Rent payment of \$9,876.17 ("Payment Discrepancy"). The parties desire to recognize the Payment Discrepancy with a one-time payment from Tenant to Landlord in the amount of \$1,717.28, which Tenant shall make with its March 2021 Base Rent and Additional Rent payments. This amount is intended to correct the Payment Discrepancy.

4. **Utilities and Other Charges.** Section 5.0 (*Utilities and Other Charges*) of the Lease is hereby deleted in its entirety and replaced with the following:

Utilities and Other Charges. Tenant will pay separately all telephone and internet costs separately billed to the Premises. All other utility costs are included in Tenant's Additional Rent payments made pursuant to Section 4.1 of the Lease.

5. **Maintenance and Repairs.** Section 9.1 (*Landlord's Obligations*) and Section 9.2 (*The Premises*) are hereby deleted in their entirety and replaced with the following:

9.1 Landlord's Obligations. Landlord, at its expense (excluding those expenses for which Tenant pays either as part of its monthly Additional Rent payment as set forth in Section 4.1, above, or mutually agreed to in advance and billed by separate invoice payable within 30 days), shall be responsible for all Building Common Areas and Premises maintenance and repairs, including but not limited to, the following: (a) roof, exterior windows, exterior doors (except the Hanger rolling door), floor, and walls; (b) building mechanical systems, including heating, air conditioning, ventilation, electrical and plumbing; (c) Site grounds and parking lot, including snow and ice removal; (d) trash removal; (e) fire equipment/exit signs and (f) proximity card reader access system. Landlord shall provide janitorial service and supplies for the Building Common Areas, the external Common Areas and the Premises.

9.2 The Premises: Tenant shall be responsible for repair and maintenance due to damage caused by Tenant's negligence or willful misconduct. Tenant shall also be responsible for the costs of maintenance, repair of the Premises and every part thereof (except as set forth above regarding Landlord's structural obligations) including replacement as required. Landlord shall perform or contract for the repairs and maintenance to the Premises and Tenant shall pay for such expenses when it pays its monthly Additional Rent payment as set forth in Section 4.1, above (as part of Landlord's operating expenses in Section 4.1). Landlord shall have the right to enter the Premises at all reasonable hours to inspect, maintain and improve the Premises provided the activities do not interfere with Tenant's business activities within the Premises, and other than in an emergency, Landlord provides reasonable prior notice of any entry into the Premises.

6. **Reaffirmation of Terms.** Except as expressly modified hereby, all of the terms, covenants and provisions of the Lease are hereby confirmed and ratified and shall remain unchanged and in full force and effect.

7. **Representations.** Tenant hereby represents and warrants to Landlord that: (i) Tenant is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms, (ii) Tenant has full power and authority to execute and perform this First Amendment, and (iii) Tenant has taken all action necessary to authorize the execution and performance of this First Amendment.

8. **Counterpart Copies.** This First Amendment may be executed in two or more counterpart copies, each of which shall be deemed to be an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy of this Second Amendment.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this agreement as of the day and year first above written.

TENANT:

**THE REGENTS OF THE UNIVERSITY
OF MICHIGAN**

LANDLORD:

COUNTY OF LIVINGSTON

BY: _____
Kevin Hegarty

ITS: Executive Vice President and
Chief Financial Officer

BY: _____
Carol S. Griffith

ITS: County Board of Commissioners
Chairperson

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Reorganization of the Veteran Services Department

WHEREAS, the Veteran Services Director has evaluated the organizational structure of the Veteran Services Department and wishes to make changes to that structure; and

WHEREAS, the Veteran Services Department normally operates with 6.44 FTEs; and

WHEREAS, the Veteran Services Department is currently operating with 5.44 FTEs with the goal of full 6.44 FTE's by summer; and

WHEREAS, the Veteran Services Director is requesting the conversion of the position of "Benefits Counselor" and "Lead Benefits Counselor" to two FTE's of "Benefits Counselor I, II & III – Claims", and "Benefits Counselor II & III – Relief"; and

WHEREAS, the Veteran Counselor I, II & III positions have previously been evaluated by Municipal Consulting Services, LLC.; and

WHEREAS, the intent of the Veteran Services Director is to consider potential promotion of the Administrative Specialist (Grade 5) to Veteran counselor (Grade 5) in the future upon completion of training and achievement of the necessary skills and knowledge and to provide future succession planning; and

WHEREAS, the proposed changes to the organizational structure will be an initial savings from the original positions.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the reorganization of the Veteran Services Department changing the currently vacant "Lead Veteran Benefits Counselor" position (Grade 7) and "Veteran Benefits Counselor" (Grade 6) to a Veteran Counselor position with a career ladder opportunity starting at Grade 5, with the potential growth to a grade 7.

CURRENT

NUMBER	DESCRIPTON	GRADE	FTE
68200103	LEAD VETERAN COUNSELOR	7	1.0
68200104	VETERAN COUNSELOR	6	1.0
68200105	VETERAN COUNSELOR	6	1.0

PROPOSED

NUMBER	DESCRIPTON	GRADE	FTE
68200103	VETERAN COUNSELOR - CLAIMS I	5	1.0
68200104	VETERAN COUNSELOR - CLAIMS II	6	1.0
68200105	VETERAN COUNSELOR - RELIEF III	7	1.0

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**MOVED:
SECONDED:
CARRIED:**



2300 East Grand River Ave., Suite 109
Howell, MI 48843
(517) 546-6338 | (517) 546-0942
www.LivGov.com/Veterans
Advocacy. Comradery. Compassion.

To: Livingston County Board of Commissioners
From: Mary Durst, Veterans Services Director
Date: 1/26/2021
Subject: Benefits Counselor Restructuring

I am respectfully requesting a restructure of our Benefits Counselor Position. The proposed restructure will separate the Claims and Relief positions with separate job descriptions and requirements for each.

Pay tiers are being requested as well. The lower tier will offer service-minded individuals a chance to hire in at an entry level position and learn on the job while offsetting the initial cost of training and accreditation. The highest tier will retain and reward high achieving employees.

The intent of this restructure is to continue to attract and retain top quality applicants and preserve institutional knowledge by reducing employee turnover; subsequently saving taxpayer money while providing a consistently high level of service to our veterans. Please feel free to reach out to me if you have any further questions. Thank you for your consideration in this matter.

RESOLUTION

NO: 2020-09-122 PC

LIVINGSTON COUNTY

DATE: September 9, 2020

Resolution Authorizing the Reclassification of the Veterans Benefits Counselor – Veterans Services

WHEREAS, over time the Department of Veterans Affairs has used different specialty positions to manage the diversity of departmental duties including a specific court liaison assignment, a lead position and others; and

WHEREAS, at present, the Veterans Services Committee has authorized a new alignment that will consolidate job duties into two classifications. Each classification will have a career ladder that will be achieved through certifications and increased job complexity. The classifications include the positions of Veterans Benefits Counselor – Relief and Veterans Benefits Counselor – Claims. The position of Veterans Benefits Counselor – Relief will now have two levels and the Veterans Benefits Counselor – Claims will have three; including an entry-level job that will be primarily clerical/administrative in nature with the opportunity to evolve into a certified Veterans Affairs Counselor; and

WHEREAS, this positions have been evaluated by Municipal Consulting Services, LLC., who is recommending the following:

	<u>GRADE</u>
Veterans Benefits Counselor II – Relief:	6
Veterans Benefits Counselor III – Relief:	7
Veterans Benefits Counselor I – Claims:	5
Veterans Benefits Counselor II – Claims:	6
Veterans Benefits Counselor III – Claims:	7

WHEREAS, the position changes are part of the 2021 budget request for the Veterans Services Department and has been approved unanimously by the Veterans Services Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the following reclassifications of the Veterans Benefits Counselor, upon inclusion in the 2021 budget.

	<u>GRADE</u>
Veterans Benefits Counselor II – Relief:	6
Veterans Benefits Counselor III – Relief:	7
Veterans Benefits Counselor I – Claims:	5

RESOLUTION NO: #

PAGE: 2

Veterans Benefits Counselor II – Claims: 6

Veterans Benefits Counselor III – Claims: 7

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MOVED: Comm Nakagiri

SECONDED: Comm Helzerman

CARRIED: 2-0-1

LIVINGSTON COUNTY JOB DESCRIPTION

VETERANS BENEFITS COUNSELOR II, III - RELIEF

Supervised By: Director of Veterans Affairs

Supervises: No supervisory responsibility

FLSA Status: Non-Exempt

Position Summary:

Under the supervision of the Director of Veterans Affairs is responsible for assisting veterans, dependents, and survivors with preparing relief for services and programs to obtain federal, state and local benefits. Assists with administration of the Veterans Fund and assists indigent veterans in securing benefits as warranted. The Veterans Benefits Counselor – Relief position has a career ladder within Livingston County's pay grade structure. Ideally, but not always, incumbents are hired at the level of Veterans Benefits Counselor II – Relief and progress to the next level based on certifications and the assumption of more complex duties at the discretion of the Director of Veterans Affairs.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Assists clients with reviewing and understanding veterans' programs and benefits. Assists veterans, dependents, and survivors with preparing and completing relief for benefits, services, and programs. Provides assistance to those who cannot come into the office by conducting visits where the client resides.
2. Performs case management by following up with clients, tracking circumstances and conditions, responding to questions and complaints and preparing related documents.
3. Researches military and medical history, obtains medical and military records, and reviews other documentation to assist veterans in applying for assistance and programs. Corresponds with appropriate agencies to secure affidavits, certificates and other required papers to properly submit necessary documentation for clients to the U.S. Department of Veterans Affairs and other agencies.
4. Interviews clients, families, community partners and medical personnel, and prepares and files death benefits claims for veterans and their families.
5. Recommends and prepares applications for county burial and marker foundations for

posting and submits payments.

6. Follows up on denied death claims by reviewing decisions and assisting with appeals to the U.S. Department of Veterans Affairs.
7. Assists the Director in administering the Veterans Relief Fund. Initiates or investigates benefit requests and maintains all related case files. Develops service plans for successful applicants.
8. Works with the court system to assist the courts in handling indigent veterans and post-sentencing treatment. Serves as liaison to the Veterans Court and assists in program development.
9. Researches changes in veteran laws, regulations, court decisions and U.S. Department of Veterans Affairs procedures, and implements appropriate changes and operations. Assists state and local governments in implementing and understanding changes in the law.
10. Attends annual training conferences needed to earn continuing education credits to obtain or maintain accreditation through the U.S. Department of Veterans Affairs.
11. Assists the Director at committee meetings as needed by attending and providing the more specific information regarding benefit provision and presenting relief applications.
12. Attends community functions to inform the public of services and programs available.
13. Interacts with other human service providing agencies to provide expanded services for clients.
14. Assists clients in obtaining emergency medical treatment and provides related referrals.
15. Provides assistance at the reception desk.
16. Back up MUNIS data input for payables and claims as needed.
17. Assists with filing "intent to file" and basic claims processes.
18. Performs other duties as directed.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- **Veterans Benefits Counselor II – Relief:** Associate's Degree in sociology, psychology or a related field and one year of experience in benefits counseling.
- Successful completion of Training, Responsibility, Involvement and Preparation of Relief (T.R.I.P.) from the U.S. Department of Veterans Affairs within six months of hire.
- Successful completion of State of Michigan claims accreditation within one year.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Certified as a Notary Public within six months of hire.
- Michigan Vehicle Operator's License.
- Obtain HQS (housing quality standards) certification within the first year.
- Obtain HMIS (Homeless Management Information Systems) training within the first year.
- Maintain accurate records and report on clients' status.
- Act as a key-worker and cooperates with a multidisciplinary team.
- Skill in assembling and analyzing data, and preparing comprehensive and accurate reports.
- Ability to plan, coordinate, manage and implement support packages to help clients deal with difficulties and overcome dependencies.
- Knowledge of crisis intervention.
- Ability to actively listen and communicate.
- Ability to employ critical thinking and adapt as needed.
- Ability and knowledge to refer clients to community services to help them with specific needs.
- Knowledge and a basic understanding of medical terminology and principles of legal research.
- Skill in effectively communicating ideas and concepts orally and in writing.

- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications, County applications and federal databases.
- Ability to attend meetings scheduled at times other than normal business hours.
- Ability to conduct off-site indigent relief investigations and home checks.
- **Veterans Benefits Counselor III – Relief:** All the above qualifications as well as a Bachelor's Degree in sociology, psychology or related field and one year of experience in the position or three years of progressively more responsible relief experience.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Competency in filing basic VA claims.
- Thorough knowledge of the principles and practices of veterans' affairs, social work, counseling, and advocacy for veterans, dependents, and survivors.
- Considerable knowledge of local, state, and federal laws, rules and regulations as they relate to veteran benefits, services and programs, interpreting and applying veterans benefit programs, screening and assessment, conducting investigations, and researching veterans benefits operations.
- Director approval required for progression to Veterans Benefit Counselor III – Claims.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents, and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms. The employee must lift or push/pull objects of up to 15 lbs. without assistance. Accommodation will be made, as needed, for office employees required to

lift or move objects that exceed this weight.

The typical work environment of this job is a business office setting where the noise level is quiet and sometimes moderate but the employee must also periodically travel to other sites. The employee may be exposed to home situations in which unsanitary or unhygienic materials, individuals and situations are encountered in the course of performing required duties.

LIVINGSTON COUNTY JOB DESCRIPTION

VETERANS BENEFITS COUNSELOR I, II, III - CLAIMS

Supervised By: Director of Veterans Affairs

Supervises: No supervisory responsibility

FLSA Status: Non-Exempt

Position Summary:

Under the supervision of the Director of Veterans Affairs is responsible for assisting veterans, dependents, and survivors with preparing claims for services and programs to obtain federal, state and local benefits. Assists with administration of the Veterans Relief Fund and assists indigent veterans in securing benefits as warranted. The Veterans Benefits Counselor – Claims position has a career ladder within Livingston County’s pay grade structure. Ideally, but not always, incumbents are hired at the level of Veterans Benefits Counselor I – Claims and progress through the career ladder based on certifications and the assumption of more complex duties at the discretion of the Director of Veterans Affairs.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties, which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Assists clients with reviewing and understanding veterans’ programs and benefits. Assists veterans, dependents, and survivors with preparing and completing claims for benefits, services, and programs. Provides assistants to those who cannot come into the office by conducting visits where the client resides.
2. Performs case management by following up with clients, tracking circumstances and conditions, responding to questions and complaints and preparing related documents.
3. Researches military and medical history, obtains medical and military records, and reviews other documentation to assist veterans in applying for assistance and programs. Corresponds with appropriate agencies to secure affidavits, certificates and other required papers to properly submit necessary documentation for clients to the U.S. Department of Veterans Affairs and other agencies.
4. Interviews clients, families, and medical personnel, and prepares and files claims for veterans and their families.

5. Follows up on denied claims by reviewing decisions and assisting with appeals to the U.S. Department of Veterans Affairs. Represents clients at hearings, and assists supervisors of other agencies with appeals to military boards and courts.
6. Researches changes in veteran laws, regulations, court decisions and U.S. Department of Veterans Affairs procedures, and implements appropriate changes and operations. Assists state and local governments in implementing and understanding changes in the law.
7. Attends annual training conferences needed to earn continuing education credits to obtain or maintain accreditation through the U.S. Department of Veterans Affairs.
8. Assists the Director at committee meetings as needed by attending and providing the more specific information regarding benefit provision.
9. Attends community functions to inform the public of services and programs available.
10. Interacts with other human service providing agencies to provide expanded services for clients.
11. Recommends and prepares applications for county burial and marker foundations for posting and submits payments.
12. Assists clients in obtaining emergency medical treatment and provides related referrals.
13. Assists the Director in administering the Veterans Relief Fund when Veterans' Relief Fund Counselor is not available or at the discretion of the Director. Initiates or investigates benefit requests and maintains all related case files. Develops service plans for successful applicants.
14. Provides assistance at the reception desk.
15. Performs other duties as directed.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- **Veterans Benefits Counselor I – Claims:** High school diploma or GED with supplementary vocational or college-level training in secretarial science, office management or similar instruction and four years of progressively more complex experience in providing clerical and administrative support.

- One year of experience working in a Veterans Services office.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Familiarity with military terminology and a basic understanding of medical terminology.
- Amenable to successfully completing TRIP training and state and/or national accreditation as soon as possible.
- Michigan Vehicle Operator's License.
- Skill in effectively communicating ideas and concepts orally and in writing.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications, County applications and federal databases.
- **Veterans Benefits Counselor II – Claims:** All the above qualifications as well as an Associate's Degree in sociology, psychology or a related field and one year of experience in benefits counseling or 3 years of claims processing.
- Successful completion of Training, Responsibility, Involvement and Preparation of Claims (T.R.I.P.) from the U.S. Department of Veterans Affairs.
- Accredited through either NACVSO or MVAA.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Thorough knowledge of the principles and practices of veteran's affairs, social work, counseling, and advocacy for veterans, dependents, and survivors.
- Considerable knowledge of local, state, and federal laws, rules and regulations as they relate to veteran benefits, services and programs, interpreting and applying veterans benefit programs, screening and assessment, conducting investigations, and researching veterans benefit operations.

- Skill in assembling and analyzing data and preparing comprehensive and accurate reports.
- Ability to attend meetings and events scheduled at times other than normal business hours.
- **Veterans Benefits Counselor III – Claims:** All the above qualifications as well as a Bachelor's Degree in sociology, psychology or related field or five years of progressively more responsible claims experience.
- National Veterans Affairs Accreditation.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Expert knowledge of veterans' claim specific programs to include, but not limited to, VetraSpec and VBMS.
- Assists the Director in developing and implementing plans and goals for the department.
- Provides comprehensive reports to the Director as needed.
- Provides claims coaching and mentoring at the discretion of the Director.
- Ability to nurture a team environment for other employees with an open communication culture.
- Ensures compliance with regulations and policies pertaining to veterans' claims.
- Ability to organize team members and lead by example and experience.
- Expert knowledge of veteran claim process that is shared with other employees.
- Director approval required for progression to Veterans Benefit Counselor III – Claims.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents, and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel and reach with hands and arms. The employee must lift or push/pull objects of up to 15 lbs.

without assistance. Accommodation will be made, as needed, for office employees required to lift or move objects that exceed this weight.

The typical work environment of this job is a business office setting where the noise level is quiet and sometimes moderate but the employee must also periodically travel to other sites. The employee may be exposed to home situations in which unsanitary or unhygienic materials, individuals and situations are encountered in the course of performing required duties.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing with Contingencies, the County to Let 5,000 sq. ft. of Office Space at 1420 Lawson Dr., Howell, MI 48843 on Behalf of the Veterans' Services Department

WHEREAS, Livingston County Veterans' Services Department ("Veterans' Services") has a need for a larger, accessible and centrally office area so as to better serve and provide services to Livingston County Veterans; and

WHEREAS, the current Veterans' Services office space is not adequate to accommodate the growth of staff and new programs; and

WHEREAS, Veterans' Services and Genoa Investment, LLC. have discussed and negotiated essential terms of for Veterans' Services to occupy 5,000 sq. ft. at 1420 Lawson Dr., Howell, MI 48843, (formerly Iron Grip Ninja leasehold); and

WHEREAS, the proposed essential terms are:

- a. a 5-year lease with one (1) 5-year option to renew the leasehold;
- b. a monthly rate of \$3,750 per month plus NNN (taxes, insurance and maintenance) [annual first year cost of \$45,000 plus NNN (taxes, insurance and maintenance)];
- c. a 2% annual increase in the base rental rate;
- d. the obligation to pay, on a pro rata share, taxes, insurance, heating, cooling, common element maintenance and improvements, and electric during the lease term;
- e. the County would be responsible for buildout costs of the leased space for the intended use; and

WHEREAS, MVAA grant funding will be used to defray lease costs until 2022, then millage funding will be used; and

WHEREAS, the lease would commence on or about March 1, 2021; and

WHEREAS, the Veterans Services Committee recommends to the Board of Commissioners the leasing of such office space contingent upon review and approval of County Facilities, or its designee, of the leasehold and its systems; with NNN costs not to exceed \$5 sq. ft. per year; and upon review and approval of Civil Counsel of a final lease agreement form after consultation with the Committee.

THEREFORE BE IT RESOLVED, that the Livingston County Board of Commissioners concurs with the Veteran's Services' Committee recommendation and authorizes the County to negotiate and to enter into a Lease Agreement with Genoa Investment, LLC to occupy 5,000 sq. ft. at 1420 Lawson Dr., Howell, MI 48843 incorporating the above essential terms and the above contingencies recommended by the Veterans' Services Committee, and in a form approved by Civil Counsel after consultation with the Committee.

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 authorize any necessary budget amendments to effectuate the above.

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MOVED:
SECONDED:
CARRIED:



2300 East Grand River Ave., Suite 109
Howell, MI 48843
(517) 546-6338 | (517) 546-0942
www.LivGov.com/Veterans
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To: Livingston County Board of Commissioners
From: Mary Durst, Veterans Services Director
Date: 1/26/2021
Subject: Lease Approval

I am respectfully requesting your approval to enter into a lease agreement with Genoa Investment LLC for 1420 Lawson Dr., Howell, MI 48843, formerly the Iron Grip Ninja space.

This location is the culmination of a year-long hunt and is a perfect blend of space, location and cost. The proposed location allows us to provide all of the services we had planned for the previous location, plus additional services that were initially removed during the planning phase due to space and budget constraints.

The current proposed lease is \$3 less a sq. ft. yr. than the previously approved lease and already has two established ADA compliant bathrooms with water fountains; saving an estimated \$40,000 in building improvement costs. It is also 1,880 sq. ft. larger. The location provides dedicated veteran parking, the use of greenspace and a private parking bay for our medical van.

Furthermore, the proposed lease includes monument signage on Grand River and signage facing the freeway in addition to signage over our entry door – just a few doors down from the Secretary of State and right off the freeway exit.

The Veteran Services Committee and I are excited for this opportunity and what this space has to offer our veterans. Please feel free to reach out to me if you have further questions or concerns. Thank you.

Veteran Services Office Relocation Estimated Budget

1/19/21 Fund Bal \$ 1,769,492 includes investments before 2021 winter taxes

BEST CASE SCENARIO (same millage, same grant)									
	2020	2021	2022	2023	2024	2025	2026	2027	2028
Millage	\$ -	\$ 1,105,193	\$ 1,099,613	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
MVAA Grant	\$ -	\$ 168,735	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520	\$ 64,520
Total Revenue	\$ -	\$ 1,273,928	\$ 1,164,133	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520	\$ 1,064,520

MID CASE SCENARIO (lower millage and no grant)									
	2020	2021	2022	2023	2024	2025	2026	2027	2028
Millage	\$ -	\$ 1,105,193	\$ 1,099,613	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000
MVAA Grant	\$ -	\$ 64,520	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ 1,169,713	\$ 1,149,613	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000

WORST CASE SCENARIO (failed millage, no grant)									
	2020	2021	2022	2023	2024	2025	2026	2027	2028
Millage	\$ -	\$ 1,105,193	\$ 1,099,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MVAA Grant	\$ -	\$ 64,520	\$ 64,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ 1,169,713	\$ 1,164,133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

EXPENSES AT NEW OFFICE LOCATION									
	2020	2021	2022	2023	2024	2025	2026	2027	2028
Build Out & Lease	\$ -	\$ 309,372	\$ 66,300	\$ 67,625	\$ 68,979	\$ 70,358	\$ 71,765	\$ 73,200	\$ 74,664
All other expenses	\$ -	\$ 786,515	\$ 767,986	\$ 791,391	\$ 815,251	\$ 838,327	\$ 863,477	\$ 889,381	\$ 916,063
Total Expenditures	\$ -	\$ 1,095,887	\$ 834,286	\$ 859,016	\$ 884,230	\$ 908,685	\$ 935,242	\$ 962,581	\$ 990,727

ESTIMATED FUND BALANCE (with office relocation)									
	2020	2021	2022	2023	2024	2025	2026	2027	2028
BEST	\$ 1,769,492	\$ 1,947,533	\$ 2,277,380	\$ 2,482,884	\$ 2,663,174	\$ 2,819,009	\$ 2,948,287	\$ 3,050,226	\$ 3,124,019
MID	\$ 1,769,492	\$ 1,843,318	\$ 2,158,645	\$ 1,999,629	\$ 1,815,399	\$ 1,606,714	\$ 1,371,472	\$ 1,108,891	\$ 818,164
WORST	\$ 1,769,492	\$ 1,843,318	\$ 2,173,165	\$ 1,314,149	\$ 429,919	\$ (478,766)	\$ (1,414,008)	\$ (2,376,589)	\$ (3,367,316)

2029	2030
\$ 1,000,000	\$ 1,000,000
\$ 64,520	\$ 64,520
\$ 1,064,520	\$ 1,064,520

2029	2030
\$ 700,000	\$ 700,000
\$ -	\$ -
\$ 700,000	\$ 700,000

2029	2030
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

2029	2030
\$ 76,157	\$ 77,681
\$ 943,554	\$ 971,851
\$ 1,019,711	\$ 1,049,532

2029	2030
\$ 3,168,828	\$ 3,119,296
\$ 498,453	\$ (551,079)
\$ (4,387,027)	\$ (5,436,559)

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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

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

WHEREAS, the yearly compensation with the Contractor was to be reviewed on or after June 21, 2020 by contract; and

WHEREAS, the Contractor has requested an increase of 1.5% to the fixed fee (\$1,690.14 increase for 2021). Although this is not consistent with the past practice of the parties, where the Contractor received the same percentage increase as the annual base wage increase (2.25% in 2021) provided to employees, this 1.5% was the amount previously approved by the Board of Commissioners in the budget and is agreed to by the Contractor.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a contract amendment with Cohl, Stoker & Toskey, P.C. to provide for a fixed fee increase of 1.5%.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign this contract amendment after review by the Administrator.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY ADMINISTRATION

LIVINGSTON COUNTY, MICHIGAN
304 E. Grand River Avenue - Suite 202 - Howell MI 48843

TEL: (517) 546-3669
EMAIL: NBurd@livgov.com

NATHAN BURD
COUNTY ADMINISTRATOR

**TO: GENERAL GOVERNMENT/HEALTH & HUMAN SERVICES COMMITTEE
LIVINGSTON COUNTY BOARD OF COMMISSIONERS**

FROM: NATHAN BURD – COUNTY ADMINISTRATOR

DATE: JANUARY 27, 2021

RE: AMENDMENT TO LEGAL SERVICES CONTRACT

As you know, Livingston County contracts with Cohl, Stoker, & Toskey, P.C. for legal services. This resolution would authorize a 1.5% increase to the fixed fee for services. I have attached a history of amendments to this contract for your review. Additional information is provided below.

We are thankful for our relationship with Cohl, Stoker, and Toskey and I hope you will favorably consider this request. Please feel free to contact me if you have any questions or need any additional information on this topic.

IS THE CONTRACT FOR LEGAL SERVICES AVAILABLE TO REVIEW?

Please see page 11 of the attached document for the contract. This amendment changes nothing to the contract other than the fixed fee rate.

HOW HAVE INCREASES TO THE FEE BEEN HANDLED IN THE PAST?

Per the contract, the compensation is to be reviewed by the parties after June 21. The past practice has been to increase the fee in line with the cost of living adjustment approved in the annual budget. For 2021, Cohl, Stoker, and Toskey has agreed to a 1.5% increase. The cost of living adjustment was changed late in the budget process to 2.25% instead of the 1.5% that was originally considered and that was included in the budget for this anticipated amendment. Cohl, Stoker, and Toskey has generously agreed to maintain the fee increase at 1.5% for 2021.

WHAT IS THE COST OF THE INCREASE?

\$1,690.14. The annual retainer will total \$114,365.98 paid in monthly installments of \$9,530.50.

IS A BUDGET AMENDMENT NECESSARY?

No. This increase was anticipated and included in the 2021 budget and no amendment is required.

AMENDMENT #3 TO LEGAL SERVICES CONTRACT

THIS AMENDMENT #3 TO THE LEGAL SERVICES CONTRACT, made and entered into February ____, 2021, by and between **LIVINGSTON COUNTY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **COHL, STOKER & TOSKEY, P.C.**, with offices at 601 North Capitol Avenue, Lansing, Michigan 48933 (hereinafter referred to as "Contractor"), amends the Legal Services Contract made and entered into between said parties dated December 12, 2017.

WITNESS:

1. Paragraph 2, will be revised to include a 1.5% increase in the fixed fee effective February ____, 2021 as follows:

EFFECTIVE	YEARLY COMPENSATION	MONTHLY PAYMENTS
February ____, 2021	\$114,365.98	\$9,530.50

2. All other terms and conditions contained in the above-stated Contract, as amended, will remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and entered into this Amendment #3 on the day and year first above written.

COUNTY OF LIVINGSTON

COHL, STOKER & TOSKEY, P.C.

By: _____

WESLEY J. NAKAGIRI - CHAIR
COUNTY BOARD OF COMMISSIONERS

By: _____

DAVID G. STOKER, PRESIDENT

Date: _____

Date: _____

n:\client\livingston\cst\cohl stoker - legal services amd 3 1.6.21.docx

ADMIN

**COHL, STOKER &
TOSKEY**

LEGAL SERVICES

DESC:	RATE COMMENCING:	ANNUAL RETAINER:	MONTHLY PAYMENT:
AMEND #2	1.1.2020	\$112,778	\$9,390
AMEND #1	1.1.2019	\$111,011	\$9,251
AGREEMENT	11.20.2017	\$108,834	\$9,070
PRESENTED BY: MATT NORDFJORD - COHL, STOKER & TOSKEY, PC			

COHL STOKER

#2017-11-203

#2018-12-211


#2019-12-196

DESTROY: 11.20.17
DO NOT 12.17.18
UNTIL TERMINATED 12.23.19

ADMIN

**COHL, STOKER &
TOSKEY**

AMENDMENT #2 TO LEGAL SERVICES

RATE TERM:	AWARD:		ERP:
1.1.20 UNTIL TERMINATED	RETAINER: \$112,675.84 / YEAR		#4-RET 
	PAYMENT:		
	\$9,389.65 / MONTH		
	ORG:	OBJECT:	
	10126900	819000	
PRESENTED BY: MATT NORDFJORD - COHL, STOKER & TOSKEY, PC			

COHL STOKER

DESTROY:
#2019-12-196 DO NOT 12.23.19
UNTIL TERMINATED

RESOLUTION

NO: 2019-12-196

LIVINGSTON COUNTY

DATE: December 23, 2019

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

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

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

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

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

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

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

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MOVED: C. Griffith

SECONDED: K. Lawrence

CARRIED: Roll Call Vote: Yes (9): C. Griffith, D. Parker, D. Dolan, K. Lawrence, W. Green, W. Nakagiri, D. Helzerman, R. Bezotte and G. Childs; No (0): None; Absent (0): None

AMENDMENT #2 TO LEGAL SERVICES CONTRACT

THIS AMENDMENT #2 TO THE LEGAL SERVICES CONTRACT, made and entered into February 4, 2020, by and between **LIVINGSTON COUNTY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **COHL, STOKER & TOSKEY, P.C.**, with offices at 601 North Capitol Avenue, Lansing, Michigan 48933 (hereinafter referred to as "Contractor"), amends the Legal Services Contract made and entered into between said parties dated December 12, 2017.

WITNESS:

1. Paragraph 2, will be revised to include a 1.5% increase in the fixed fee effective January 1, 2020 as follows:

EFFECTIVE	YEARLY COMPENSATION	MONTHLY PAYMENTS
January 1, 2020	\$112,675.84	\$9,389.65

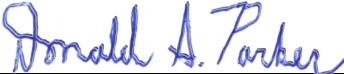
2. Paragraph 3, will be revised to update the annual yearly compensation review as follows:

COHL, STOKER & TOSKEY, PC, shall be paid for litigation services on a monthly basis pursuant to invoices submitted at an hourly rate of \$150.00 for litigation work and \$150.00 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et al. On or after June 21 of each year of this Agreement, the yearly compensation will be reviewed between the parties.

3. All other terms and conditions contained in the above-stated Contract, as amended, will remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and entered into this Amendment #2 on the day and year first above written.

COUNTY OF LIVINGSTON

By: 
DONALD S. PARKER - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Date: 2/4/2020

COHL, STOKER & TOSKEY, P.C.


By: 
DAVID G. STOKER

Date: 2/4/2020

ADMIN

**COHL, STOKER &
TOSKEY**

AMENDMENT #1 TO LEGAL SERVICES

RATE TERM:	AWARD:		ERP:
1.1.19 UNTIL TERMINATED	RETAINER: \$111,011 / YEAR		#4 
	ORG:	OBJECT:	
	10126900	819000	
PRESENTED BY: MATT NORDFJORD - COHL, STOKER & TOSKEY, PC			

COHL STOKER

**#2018-12-211 DESTROY:
DO NOT 12.17.18**

RESOLUTION

NO: 2018-12-211

LIVINGSTON COUNTY

DATE: December 17, 2018

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

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

WHEREAS, the yearly compensation with the Contractor was to be reviewed on or after June 21, 2018 by contract; and

WHEREAS, the Contractor has requested an increase of 2% to the fixed fee, consistent with the past practice of the parties, where the Contractor receives the same percentage increase as the annual base wage increase (if any) provided to employees; and

WHEREAS, the Contractor has also requested an increase in the hourly rate for litigation work of \$5.00/hr. (from \$145.00/hr. to \$150.00/hr.).

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a contract amendment with Cohl, Stoker & Toskey, P.C. to provide for a 2% fixed fee increase and a \$5.00/hr. increase in the hourly rate for litigation work effective January 1, 2019.

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

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MOVED: Commissioner Lawrence

SECONDED: Commissioner Bezotte

CARRIED: Roll Call Vote: (9) Yes: Lawrence, Green, Domas, Helzerman, Parker, Bezotte, Griffith, Dolan and Childs; (0) No: None; Absent: (0) None

AMENDMENT #1 TO LEGAL SERVICES CONTRACT

THIS AMENDMENT #1 TO THE LEGAL SERVICES CONTRACT, made and entered into December 28, 2018, by and between **LIVINGSTON COUNTY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **COHL, STOKER & TOSKEY, P.C.**, with offices at 601 North Capitol Avenue, Lansing, Michigan 48933 (hereinafter referred to as "Contractor"), amends the Legal Services Contract made and entered into between said parties dated December 12, 2017.

WITNESS:

1. Paragraph 2, will be revised to include a two percent (2%) increase in the fixed fee effective January 1, 2019 as follows:

EFFECTIVE	YEARLY COMPENSATION	MONTHLY PAYMENTS
January 1, 2019	\$111,010.68	\$9,250.89

2. Paragraph 3, will be revised to include \$5.00/hr. increase to the hourly rate for litigation work effective January 1, 2019 as follows:

COHL, STOKER & TOSKEY, PC, shall be paid for litigation services on a monthly basis pursuant to invoices submitted at an hourly rate of \$150.00 for litigation work and \$150.00 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et al. On or after June 21, 2019, the yearly compensation will be reviewed between the parties.

3. All other terms and conditions contained in the above-stated Contract will remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and entered into this Amendment #1 on the day and year first above written.

COUNTY OF LIVINGSTON

By: Donald A. Parker
DONALD S. PARKER - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Date: 12/28/2018

COHL, STOKER & TOSKEY, P.C.


By: David G. Stoker
DAVID G. STOKER

Date: 12/19/18

ADMIN

**COHL, STOKER &
TOSKEY**

LEGAL SERVICES

TERM:	AWARD:		ERP:
11.20.17 UNTIL TERMINATED	RETAINER: \$108,834 / YEAR		#4 
	ORG:	OBJECT:	
	10126900	819000	
REVIEWED BY: PETER COHL - COHL, STOKER & TOSKEY, PC			

COHL STOKER

#2017-11-203 DESTROY: DO NOT 11.20.17

RESOLUTION

NO: 2017-11-203

LIVINGSTON COUNTY

DATE: November 20, 2017

RESOLUTION AUTHORIZING AGREEMENT FOR COHL, STOKER & TOSKEY, P.C. TO PROVIDE LEGAL SERVICES TO LIVINGSTON COUNTY – GENERAL GOVERNMENT/ FINANCE/ BOARD

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

WHEREAS, per the terms of the agreement, Cohl, Stoker & Toskey has requested an overall increase of two percent (2%); and

WHEREAS, the recommendation is to approve the increase based upon previous performance and the expertise provided by the firm.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with the firm of Cohl, Stoker, & Toskey, P.C., to provide legal services consisting of:

- a) Answers to request for legal opinions, verbally and in writing;
- b) Attendance at all Board of Commissioners' meetings and requested Committee meetings, excluding labor and litigation matters;
- c) Notifies the County of legal issues which require action by the Board of Commissioners to either modify existing or create new policies;
- d) Answers general labor questions as requested by the County Administrator, but excluding meeting attendance for labor questions and labor legal services which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, etc.
- e) Drafts contracts, leases and ordinances; and,
- f) Performs other necessary legal research not involving specific labor issues.

BE IT FURTHER RESOLVED that the retainage for these services for the period commencing immediately upon approval of this Resolution shall be \$108,834 annually, which shall be paid in monthly installments of \$9,069.50. The firm shall be paid an hourly rate of \$145 for litigation work and \$150 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et.al. On or after June 21, 2018, the yearly compensation shall be reviewed between the parties.

BE IT FURTHER RESOLVED that this contract for legal services will continue upon the same terms and conditions unless terminated by either party upon sixty (60) days prior written notice.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners be authorized to sign this Agreement, inclusive of the above terms and conditions with Cohl, Stoker, & Toskey, P.C.

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MOVED: Commissioner Griffith

SECONDED: Commissioner Bezotte

CARRIED: 9-0-0; Roll Call Vote: Yes: Griffith, Dolan, Childs, Lawrence, Green, Domas, Helzerman, Parker, Bezotte; No: None; Absent: None

Carol Jonckheere

From: Peter Cohl <pcohl@cstmlaw.com>
Sent: Tuesday, December 05, 2017 3:53 PM
To: Carol Jonckheere
Cc: Peter Cohl
Subject: ADMIN: COHL Stoker - Legal Services Contract
Attachments: Mimecast Attachment Protection Instructions; Admin - 17-11-203 - Cohl Stoker 2017 until TERM - AGT (PC signed).pdf

Categories: Finalized

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files

Carol,

Attached please find the Legal Services Contract between the County and our firm which I have signed. After it is fully executed, can you return an electronic copy to me for our file?

Thank you. We appreciate the County's continued confidence in our firm.

Peter A. Cohl
Cohl, Stoker & Toskey, P.C.
517-372-9000
pcohl@cstmlaw.com

This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. If this information is received by anyone other than the named addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone (517-372-9000) and obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s). Thank you.

LEGAL SERVICES CONTRACT

THIS CONTRACT made and entered this 12th day of DECEMBER, 2017, by and between **LIVINGSTON COUNTY**, a municipal corporation whose address is 304 E. Grand River Avenue, Suite 201, Howell, MI, and **COHL, STOKER & TOSKEY, PC**, whose address is 601 North Capitol, Lansing, MI.

WITNESSETH

WHEREAS, Livingston County desires to enter into a contract to retain the law firm of COHL, STOKER & TOSKEY, PC, as civil counsel to the County of Livingston per Resolution No. 2017-11-203 ; and

WHEREAS, COHL, STOKER & TOSKEY, PC, desires to perform legal services for Livingston County.

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

1. This Contract shall continue upon the following terms and conditions unless terminated by either party upon sixty (60) days' prior written notice. On or after June 21, 2018, the yearly compensation shall be reviewed between the parties.
2. Beginning on November 20, 2017, COHL, STOKER & TOSKEY, PC, shall provide the following legal services for a fixed fee as noted below:
 - a) Answers to requests for legal opinions, verbally and in writing;
 - b) Attendance at all Board of Commissioners' meetings and requested committee meetings, excluding labor and litigation matters;
 - c) Notifies the County of legal issues which require action by the Board of Commissioners to either modify existing or create new policies;
 - d) Answers general labor questions as requested by the County Administrator, but excluding meeting attendance for labor questions and labor legal services which are specific to a matter such as grievances, collective bargaining issues, negotiations, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, etc.;
 - e) Drafts contracts, leases and ordinances; and
 - f) Performs other necessary legal research not involving specific labor issues.

COHL, STOKER & TOSKEY, PC, shall be paid on a pro rata, monthly basis, as follows:

EFFECTIVE NOVEMBER 20, 2017	YEARLY COMPENSATION	MONTHLY PAYMENTS
11/20/17 to 6/21/18	\$108,834	\$9,069.50

3. COHL, STOKER & TOSKEY, PC, shall be paid for litigation services on a monthly basis pursuant to invoices submitted at an hourly rate of \$145.00 for litigation work and \$150 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et al. On or after June 21, 2018, the yearly compensation shall be reviewed between the parties.
4. Livingston County shall reimburse COHL, STOKER & TOSKEY, PC, for costs such as filing fees, deposition fees, and long distance telephone charges as incurred. In order to minimize ancillary costs COHL, STOKER & TOSKEY, PC, will utilize electronic communications and document transfers via email. When appropriate, the faxing, photocopying, or mailing of documents may be utilized.
5. It is expressly understood and agreed that COHL, STOKER & TOSKEY, PC, is an independent contractor. The personnel employed by COHL, STOKER & TOSKEY, PC, shall in no way be deemed to be and shall not hold themselves out as employees of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. COHL, STOKER & TOSKEY, PC, shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper federal, state and local governments. COHL, STOKER & TOSKEY, PC, shall also be responsible for providing its personnel with workers' compensation and unemployment compensation coverage, as required by law.
6. COHL, STOKER & TOSKEY, PC, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this subsection shall be regarded as a material breach of this Contract, and in the event COHL, STOKER & TOSKEY, PC, is found not to be in compliance, the County may terminate this Contract effective as of the date of delivery of written notification to COHL, STOKER & TOSKEY, PC.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

COUNTY OF LIVINGSTON

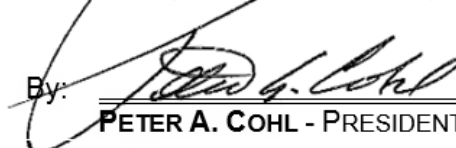
BY:



KATE LAWRENCE - CHAIRWOMAN
COUNTY BOARD OF COMMISSIONERS

COHL, STOKER & TOSKEY, PC

By:



PETER A. COHL - PRESIDENT

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LIVINGSTON COUNTY

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COHL STOKER & TOSKEY, PC

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TERM: 11/20/17 UNTIL TERMINATED

LC RES #2017-11-203