



FINANCE COMMITTEE REVISED AGENDA

August 4, 2021, 7:30 a.m.

Board of Commissioners Hybrid Meeting

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

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

304 E. Grand River Ave., Board Chambers, Howell, Michigan

Pages

1. CALL MEETING TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

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Meeting minutes dated: July 21, 2021

4. TABLED ITEMS FROM PREVIOUS MEETINGS

5. APPROVAL OF AGENDA

6. CALL TO THE PUBLIC

7. REPORTS

7.1. 2nd Quarter 2021 Employee Recognition Winner- External Nomination

Carrie Aulette, Building Department Administrative Specialist

8. RESOLUTIONS FOR CONSIDERATION

8.1. Juvenile Court

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Resolution Authorizing the Fiscal Year 2022 Memorandum of Understanding on Cash Matching funding for Behavioral Health Managed Care Services - Wraparound

8.2. Juvenile Court

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Resolution Authorizing the Livingston County Juvenile Court to Apply for and Enter into a Contract with the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice Fiscal Year 2022 Racial and Ethnic Disparities Data Collection Grant Program

8.3. Juvenile Court

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Resolution Authorizing the Livingston County Juvenile Court to Apply for and Enter into a Contract with the Michigan Department of Health and Human Services Raise the Age Grant - Fiscal Year 2022

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	Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into an Agreement with Lois Kay Contracting Company of Saginaw, Michigan for Taxiway and Apron Repairs	
*8.12.	Airport	109
	Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into A Grant Agreement with the Michigan Department of Transportation to Fund Construction and Construction Administration Services to Rehabilitate Taxiway A, B, & Terminal Apron Repairs & Sealing	

9. CLAIMS

Dated: August 4, 2021

10. PREAUTHORIZED

Dated: July 15 through July 29, 2021

11. CALL TO THE PUBLIC

12. ADJOURNMENT

FINANCE COMMITTEE MEETING MINUTES



July 21, 2021, 7:30 a.m.

Board of Commissioners Hybrid Meeting

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

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

304 E. Grand River Ave., Board Chambers, Howell, Michigan

Members Present: Mitchell Zajac, Martin Smith, Carol Sue Reader, Wes Nakagiri, Douglas Helzerman, Jay Drick, Carol Griffith, Jay Gross

Members Absent: Brenda Plank

1. CALL MEETING TO ORDER

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

2. ROLL CALL

Indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Meeting minutes dated: July 19, 2021

Motion to approve the minutes as presented.

Moved by: W. Nakagiri

Seconded by: D. Helzerman

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved by: C. Griffith

Seconded by: C. Reader

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

6. CALL TO THE PUBLIC

7. REPORTS

7.1 Quarter 2 Financial Update

Fiscal Services

Cindy Catanach, Financial Officer, presented data on the status of the General Fund as of the end of the second quarter of 2021 and capital projects status for 2020 and 2021.

8. RESOLUTIONS FOR CONSIDERATION

8.1 Fiscal Services

Resolution to Authorize a Second Quarter Budget Amendment to the Fiscal-Year 2021 Budget

Cindy Catanach presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: M. Smith

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

8.2 Court Central Services

Resolution to Authorize Extensions of Attorney Service Contracts For the Veterans Treatment Court and Intensive Treatment Mental Health Court Made By the 44th Circuit & 53rd District Specialty Courts and Programs

Recommend Motion to the Board of Commissioners.

Moved by: W. Nakagiri

Seconded by: C. Reader

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

8.3 Juvenile Court

Resolution Authorizing Submission of the FY 2022 Child Care Fund Budget to the State of Michigan

Debby Shaw, Juvenile & Probate Court Administrator, and Jennifer Tate, Director of Livingston County DHHS.

Recommend Motion to the Board of Commissioners.

Moved by: J. Gross

Seconded by: M. Smith

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

8.4 Juvenile Court

Resolution Authorizing the Livingston County Juvenile Court to Apply for and Enter into a Contract with the Michigan Department of Health and Human Services for the Fiscal Year 2022 Child and Parent Legal Representation Grant Program

Debby Shaw, Juvenile & Probate Court Administrator, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: J. Gross

Seconded by: C. Reader

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

8.5 Emergency Management

Resolution to Adopt the Updated 2021-2025 Livingston County Emergency Operations Plan (EOP) – Emergency Management

Therese Cremonte, Emergency Manager, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: J. Gross

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

8.6 Emergency Management

Resolution Authorizing the Acceptance and Signing of the FY 2022 Emergency Management Performance Grant- Emergency Management

Therese Cremonte, Emergency Manager, presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

8.7 Sheriff

Resolution Authorizing Renovations to the Livingston County Sheriff's Office

Sheriff Murphy presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: J. Gross

Seconded by: M. Smith

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

8.8 Sheriff

Resolution Authorizing the State of Michigan, Office of Highway Safety Planning, Fiscal Year 2022 Traffic Enforcement Grant

Sheriff Murphy presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: W. Nakagiri

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

8.9 Sheriff

Resolution Authorizing the Replacement of the Sheriff's Office Radios for Their Vehicles

Sheriff Murphy presented the resolution and answered questions from Commissioners.

Recommend Motion to the Board of Commissioners.

Moved by: J. Gross

Seconded by: C. Griffith

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

9. CLAIMS

Dated: July 21, 2021

Recommend Motion to the Board of Commissioners.

Moved by: C. Griffith

Seconded by: W. Nakagiri

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

10. PREAUTHORIZED

Dated: July 2 through July 15, 2021

Recommend Motion to the Board of Commissioners.

Moved by: W. Nakagiri

Seconded by: M. Smith

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)

11. CALL TO THE PUBLIC

None.

12. ADJOURNMENT

Motion to adjourn the meeting at 8:59 a.m.

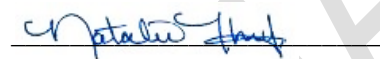
Moved by: D. Helzerman

Seconded by: C. Griffith

Yes (8): M. Zajac, M. Smith, C. Reader, W. Nakagiri, D. Helzerman, J. Drick, C. Griffith, and J. Gross

Absent (1): B. Plank

Motion Carried (8-0-1)



Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Fiscal Year 2022 Memorandum of Understanding on Cash Matching funding for Behavioral Health Managed Care Services - Wraparound

WHEREAS, the Livingston County Community Mental Health Authority, Livingston County Health Department, Livingston County Juvenile Court, Community Mental Health Partnership of Southeast Michigan, Livingston Educational Service Agency and the Department of Health and Human Services have agreed to enter into a local collaborative venture to provide comprehensive behavioral health managed care services for children who are residents of Livingston County and who meet the enrollment criteria for said services; and

WHEREAS this joint pooling of resources is a recognized approach to funding programs to meet the community identified needs that would otherwise not be possible on an individual agency basis; and

WHEREAS the parties in conjunction with the Livingston County Human Services Collaborative Body have a proven track record in the delivery of integrated human services through community-wide collaborative projects; and

WHEREAS the Court's portion of the funding is available through the Child Care Fund budget; and

WHEREAS the Finance Committee of the Livingston County Board of Commissioners has reviewed and recommended approval of the Memorandum of Understanding of Cash Match funding for Behavioral Health Managed Care Services.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a Memorandum of Understanding with the Livingston County Community Mental Health Service Board for the delivery of behavioral health services at a total cost to Livingston County of \$248,000 for the period of October 1, 2021 through September 30, 2022, one-half of which is eligible for reimbursement by the State of Michigan Child Care Fund. In addition, Community Mental Health Partnership of Southeast Michigan Substance Abuse Coordinating Agency funds of \$40,000 and \$5,000 from the Livingston County Health Department are being donated to offset the Court / County's portion of the Child Care Fund for the Wraparound program.

BE IT FURTHER RESOLVED that match funding be taken from the following accounts after October 1, 2021, as billed by Livingston County Community Mental Health and after entry of said resolution:

Fund No.	Name	Match Funding
#292-662	Livingston County Child Care Fund 2021/2022 (Juvenile Court / 44 th Circuit Court)	\$208,000
#292-663	Livingston County Child Care Fund 2021/2022 (Department of Health and Human Services Subaccount)	\$40,000
	Total Funds	\$248,000

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

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY TRIAL COURTS
JUVENILE & PROBATE DIVISIONS

204 S. Highlander Way Suite 3 Howell, MI 48843

Phone 517-540-7739 Cell 734-260-0906

Email: dshaw@livgov.com

Memorandum

To: Livingston County Board of Commissioners
From: Deborah Shaw, Juvenile & Probate Court Administrator
Date: August 9, 2021
Re: Resolution Authorizing the Fiscal Year 2022 Memorandum of Understanding on Cash Matching Funding for Behavioral Health Managed Care Service - Wraparound

The attached resolution authorizes the Memorandum of Understanding and Cash Matching Funding for Behavioral Health Managed Care Services, specifically for the Wraparound Program.

Wraparound is a collaboration with Livingston County Community Mental Health Authority, Livingston County Health Department, Livingston County Juvenile Court, Community Mental Health Partnership of Southeast Michigan, Livingston Educational Service Agency and the Department of Health and Human Services resulting in a pooling of resources to fund Wraparound. It would not be possible to fund Wraparound through individual agencies and it is only through this collaboration that this service is available to families in our community.

The fiscal year 2022 program cost is \$248,000, which is included in the FY 2022 Child Care Fund. The Community Mental Health Partnership of Southeast Michigan Substance Abuse Coordinating Agency will contribute \$40,000 and the Health Department will contribute \$5,000 to offset the Court/County's contribution.

Thank you for your consideration and continued support of the Livingston County Trial Courts.

**MEMORANDUM OF UNDERSTANDING ON CASH MATCH FUNDING
FOR BEHAVIORAL HEALTH MANAGED CARE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into in October 2021, by and between the **LIVINGSTON COUNTY COMMUNITY MENTAL HEALTH AUTHORITY**, whose administrative offices are located at 622 E. Grand River, Howell, MI 48843 (hereinafter referred to as the "LCCMHA"); the **LIVINGSTON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES**, whose local administrative offices are located at 2300 E. Grand River, Howell MI 48843 (hereinafter referred to as the "LCDHHS"); the **COUNTY OF LIVINGSTON** acting on behalf of the **LIVINGSTON COUNTY HEALTH DEPARTMENT** whose administrative offices are located at 2300 E. Grand River, Howell MI 48843, (hereinafter referred to as the "LCHD"); **LIVINGSTON COUNTY TRIAL COURTS**, whose administrative offices are located at 204 Highlander Way, Howell MI 48843; the **COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN**, whose administrative offices are located at 3005 Boardwalk, Suite 200 Ann Arbor, MI 48108, (hereinafter referred to as the "CMHPSM"); **LIVINGSTON EDUCATIONAL SERVICES AGENCY**, whose administrative offices are located at 1425 W. Grand River, Howell MI 48843, (hereinafter referred to as "LESA")

WITNESSETH:

WHEREAS, the above-cited parties have agreed to enter into a local collaborative venture to provide comprehensive behavioral health managed care services for specific children who are residents of Livingston County and who meet the enrollment criteria for said services; and,

WHEREAS, the above-cited parties have agreed that the LCCMHA shall serve as the financial fiduciary and the managing entity for said local collaborative venture; and,

WHEREAS, the Michigan Department of Community Health's Full Management Contract with the LCCMHA contains a provision whereby the LCCMHA is authorized to act as the financial fiduciary for any collaborative local venture with other State and local agencies for the purpose of coordinating mental health and other human services, provided that the LCCMHA is represented in the management of such venture.

NOW, THEREFORE, in consideration of the above and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** by all of the parties hereto as follows:

I. MEMORANDUM PURPOSE. This Memorandum of Understanding is entered into by the parties hereto with the specific purpose of setting forth the terms and conditions under which each of the parties hereto shall participate in this local collaborative venture and shall provide cash match funding in order for the LCCMHA, as the financial fiduciary and the managing entity for said venture, to coordinate behavioral health managed care services for specific children who are residents of Livingston County and who meet the enrollment criteria for said services.

II. MEMORANDUM CONTINGENT UPON FUNDING. This Memorandum of Understanding is contingent upon the appropriations of sufficient State and/or local funds to each of the parties hereto, upon the terms of said appropriations as authorized or amended upon the continuation of such funding.

III. MEMORANDUM AUTHORITY. This Memorandum of Understanding is entered into

pursuant to the authority granted to each of the parties hereto under statutes of the State of Michigan and, for the LCCMHA, pursuant to the financial fiduciary and managing entity authority granted under its Full Management Board Contract with the Michigan Department of Community Health. This Memorandum of Understanding is in accordance with rules, regulations, and standards adopted and promulgated in accordance with the statutes of the State of Michigan. The statutes of the State of Michigan and rules, regulations, and standards (hereinafter referred to as the "Rules") adopted and promulgated in accordance with the statutes shall govern in any area not specifically covered by this Memorandum of Understanding.

IV. TERM AND TERMINATION.

A. The term of this Memorandum of Understanding shall be from the 1st day of October 2021, through the 30th day of September 2022.

B. Nothing in this Memorandum of Understanding shall be construed as requiring any of the parties hereunder to extend or renew this Memorandum of Understanding or to enter into any subsequent agreements.

C. The LCDHHS may immediately cancel this Memorandum of Understanding without further liability to the LCDHHS or its employees if the LCCMHA or an officer of the LCCMHA is convicted of a criminal offense incident to the application of or performance of a State, public or private contract or subcontract or convicted of a criminal offense including but not limited to any of the following; embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards of State of Michigan employees; convicted under State or Federal antitrust statutes or convicted of any other criminal offense which, in the sole discretion of the LCDHHS, reflects on the LCCMHA's business integrity.

D. Notwithstanding any other provisions in the Memorandum of Understanding to the contrary, any of the parties hereto may terminate this Memorandum of Understanding for any reason by providing the other parties hereto with sixty (60) days prior written notification.

E. Any such termination of this Memorandum of Understanding shall not relieve any of the parties hereto of the obligations incurred prior to the effective date of such termination.

V. FUNDING OBLIGATIONS OF THE PARTIES.

A. The parties hereto shall provide cash match funding for the purposes hereunder during the term of this Memorandum of Understanding. For the TWELVE (12) month period commencing on October 1, 2021 and ending on September 30, 2022, cash match funding obligations of the parties shall be as follows:

(1) TWO HUNDRED FORTY EIGHT THOUSAND AND 00/100 DOLLARS (\$248,000) of cash match funding by the Child Care Fund representative (Livingston County Trial Courts and Michigan Department of Health and Human Services) of state and local funding sources detailed below:

- Livingston County Trial Courts County Appropriation for Wraparound

Services = \$208,000

- 1) \$40,000 from the Community Mental Health Partnership of Southeast Michigan
 - 2) \$59,000 from the Livingston County Trial Courts
 - 3) \$5,000 from the Health Department
 - 4) \$104,000 from the State Child Care Fund Match
- Livingston County will appropriate from subaccounts =\$40,000
 - 1) \$20,000 from the Michigan Department of Health and Human Services
 - 2) \$20,000 from the State Child Care Fund Match
- (2.) TWENTY THOUSAND AND 0/100 DOLLARS (\$20,000.00) of cash match funding by the LESA; and,
- (3.) Up to NINE HUNDRED FOURTY TWO THOUSAND AND SEVENTY-FOUR AND 00/100 DOLLARS (\$942,074) of funding provided by LCCMHA's Medicaid allocation.
- (4.) ONE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$108,000.00) of funding provided by community reinvestment funds.
- (5.) Michigan Department of Health and Human Services will be an equal partner in this memorandum of understanding in that they will be supportive to the behavioral health managed care services outlined in this document. This non-financial commitment will be considered of equal merit to the overall collaborative venture.

Total local collaborative funds hereunder for funding the behavioral health managed care services shall be up to ONE MILLION, THREE HUNDRED AND EIGHTEEN THOUSAND AND SEVENTY-FOUR AND 00/100 DOLLARS (\$1,318,074.00) for the term of this Memorandum of Understanding.

In the event that it is found at any time during the term of this Memorandum of Understanding that local collaborative cash match funds are not sufficient for funding of the costs of the behavioral health managed care services required for this local collaborative venture, this Memorandum of Understanding may be amended in order to increase the payment of cash match funding under this section by any of the parties hereto that agrees to such increase of its cash match funding obligation hereunder or to adjust the number of clients enrolled to the level of funding available.

B. Total payments of cash match funds by the Livingston County Trial Courts shall be paid by a one-time lump sum payment within one hundred and twenty (120) days after the commencement of services and contingent upon receipt of invoice and corresponding case list of individuals receiving services.

C. Total funding generated as a result of this Memorandum of Understanding on cash match funding will be directed by the LCCMHA and will be utilized to fund and provide the behavioral health managed care services. The parties hereto acknowledge and agree that, as required by the Michigan Department of Community Health, all administrative costs of the LCCMHA, in the execution of its duties and responsibilities as the financial fiduciary and managing entity for this local collaborative venture, must be paid specifically from the total funds generated hereunder for the behavioral health managed care services.

D. Total funding generated as a result of this Memorandum of Understanding on cash match funding shall be receipted in and accounted for separately as enterprise funds by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, for the self-sustaining behavioral health managed care services. Financial reports on revenues received, costs incurred, and expenditures made for the behavioral health managed care services shall be distributed to the other parties hereunder by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture after the end of each fiscal year quarter. It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall be responsible for compiling and submitting all requisite financial reports to the State of Michigan and/or the Federal government on revenues received, costs incurred, and expenditures made for the behavioral health managed care services.

E. Local collaborative cash match funding is being provided proportionately by the parties hereto based upon projections of a maximum number of pre-approved behavioral health managed care service enrollees per a specific number of service months during the term of this Memorandum of Understanding. If the actual number of pre-approved behavioral health managed care service enrollees and/or the actual number of service months, in whole or in part, during the term of this Memorandum of Understanding is(are) less than projected, the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall return a proportionate portion of local collaborative cash match funding to any of the parties hereto when required by the funding source(s) of any of the parties hereto.

F. If total funding generated as a result of this Memorandum of Understanding on cash match funding is more than the costs incurred for the behavioral health managed care services during the term hereunder, the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall maintain those revenues in excess of all costs incurred in a separate local fund equity reserve account for the term of this Memorandum of Understanding or any extension thereof and/or during the term of any subsequent Memorandum of Understanding. However, if this Memorandum of Understanding is terminated or not extended or a subsequent Memorandum of Understanding is not entered into by the parties hereto, it is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall:

- 1) make appropriate final adjustments, as applicable for incurred costs of this collaborative local venture including accruals, to said restricted local fund equity reserve account; and

2) Close out said separate local fund equity reserve account by returning said reserve funds to the parties hereto in separate portions proportionate to the percentage of cumulative funding contributions made by each of the parties hereunder.

G. It is expressly understood and agreed by all of the parties hereto that none of them and/or none of their subcontractors shall process billings separately for consumer fees (i.e., service payments made directly by consumers, their families, and/or legal guardians) and reimbursements from State ward board and care, Medicaid, Medicare, and/or private insurance carriers, etc. for individual services if such services specifically are covered under the behavioral health managed care services required of this local collaborative venture during the enrollment period. Each of the parties hereto shall include, or incorporate by reference, the above provisions in every applicable subcontract and will provide that said provisions will be binding upon each of its said subcontractors. The LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall make periodic inquiries of the other parties hereto to ensure that the requirements of this subsection are being met.

1) It is agreed by all of the parties hereto that the current Ability to Pay determination, fee schedule, and payment system established by the LCCMHA in conformance with Federal and State laws and the Rules promulgated thereto shall govern for the enrolled services hereunder and shall be adhered to by all of the parties hereto and children and families who are ineligible for Title XIX Medicaid and who are served by this local collaborative venture. If a child enrolled for services hereunder is adjudicated, the Livingston County Trial Courts hereby agrees to order the child's parent to have any applicable fee set by the Interdisciplinary Community Team, as composed of the appropriate managed care representatives of the parties hereto, in accordance with the Ability to Pay determination, fee schedule, and payment system of the LCCMHA and to order the child's parent to make payment of the designated fee amount to the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture.

H. The accounting procedures and internal financial controls of the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall conform to generally accepted accounting principles in order that the costs allowed by this Memorandum of Understanding can be readily ascertained and expenditures verified there from. The LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, agrees to maintain separate accounts and source records for all revenues received pursuant to this Memorandum of Understanding. The LCCMHA acknowledges that its accounting and reporting of costs and revenues pertaining to this Memorandum of Understanding must be in compliance with accounting and reporting requirements of the State and Federal governments that pertain to this local collaborative venture.

I. The parties hereto agree that the LCCMHA, as the financial fiduciary and managing

entity for this local collaborative venture, shall maintain on file for ten (10) years or as otherwise required by the State and Federal governments, all appropriate records on all services and service recipients and all financial records pursuant to this Memorandum of Understanding. The LCCMHA shall provide the other parties hereto, the State of Michigan, and the Federal government or their representatives with full access to and the right to audit all said records and documentation during the period that they are required to be on file. If an audit is initiated prior to the expiration of the ten (10) year retention period and extends past that period, all records and documents shall be maintained by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, until the audit is completed.

VI. REFERRAL PROCESS AND ELIGIBILITY CRITERIA FOR SERVICES TO BE FUNDED.

The referral process and eligibility criteria for the behavioral health managed care services to be purchased from total funding generated by cash match funds provided by the parties hereto under this Memorandum of Understanding, shall be in direct accordance with the specifications in the attached document labeled "Attachment A".

VII. SERVICES TO BE FUNDED. Total funding generated by cash match funds provided by the parties hereto shall be utilized by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, to obtain and pay for, as needed per service enrollee, managed behavioral health care services covered under the attached document labeled Attachment B, in accordance with the terms and conditions of the Attachment and this Memorandum of Understanding. Managed behavioral health care services covered under Attachment B shall not be denied to or otherwise withheld from any service enrollee by the parties hereto, provided that the Interagency Community Team composed of the managed care representatives of the parties hereto determines that such covered services are appropriate for a service enrollee and follows the Level of Care Protocol outlined in Attachment B. Other managed behavioral health care services, which are not covered by or prohibited by Attachment B, may be authorized by the Interagency Community Team of the managed care representatives of the parties hereto, in accordance with the terms and conditions of this Memorandum of Understanding.

VIII. CULTURAL COMPETENCE. All providers who provide services covered under the attached document labeled Attachment B shall demonstrate an ongoing commitment to linguistic and cultural competence that ensures access and meaningful participation for all people in the service area for whom the service provider provides supports and services. Such commitment includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

To effectively demonstrate such commitment, it is expected that the service provider have four components in place: (1) a method of community assessment; (2) sufficient policy and procedure to reflect the service provider's value and practice expectations; (3) a method of services assessment and monitoring; (4) ongoing training to assure that staff are aware of, and able to effectively implement, policy. The provision of supports and services within the cultural context of the recipient is also necessary to demonstrate this commitment.

IX. DUTIES AND RESPONSIBILITIES OF THE PARTIES AND THE COORDINATION PROCESSES AND PROCEDURES BETWEEN THE PARTIES. The duties and responsibilities of each of the parties hereto shall be keeping with the terms and conditions of this Memorandum

of Understanding. Each of the parties hereto shall be responsible for determining and assigning its own managed care representative on the Community Consultation Team hereunder. Consumers shall also be represented on the Community Consultation Team and all representatives shall adhere to the responsibilities as outlined in Attachment C. Pursuant to this Memorandum of Understanding, coordination processes and service implementation procedures between all of the parties hereto shall be specified in writing and be subject to periodic reviews and, if needed, changed as agreed upon by all of the parties hereto. Such processes and procedures for behavioral health managed care services entry/exit, including referrals to, enrollments of, disenrollments of and/or terminations of the services to eligible Livingston County resident shall be in full compliance with the aforementioned attached documents labeled Attachment A, Attachment B, and Attachment C.

X. TRAINING NEEDS AND RESPONSIBILITIES. The parties hereto agree to participate in those training/technical assistance activities determined necessary by the parties hereto and/or mandated as a condition of participating in the managed care pilot. Training plans will be reviewed on a yearly basis. The parties hereto agree to consider requests for technical assistance from other managed care pilot sites.

XI. PROGRAM INFORMATION TO BE EXCHANGED. The parties hereto agree to exchange program information with each other. Such program information shall include, but not be limited to, referral outcomes, statistical data, and progress reports necessary for the parties hereto to implement and comply with the provisions of this Memorandum of Understanding.

XII. MONITORING PERFORMANCE OF THIS MEMORANDUM. The performance of the terms of this Memorandum of Understanding shall be monitored on an ongoing basis by the designated representatives of the parties hereto. Supervisory and program liaisons of each of the parties hereto shall be appointed and available in order to communicate on any issues related to the administration of and implementation of this Memorandum of Understanding.

XIII. PROCESS FOR RESOLUTION OF DISPUTES. Disputes pertaining to this Memorandum of Understanding shall be resolved through a meeting of the designated representatives of the parties hereto. Any of the parties hereto may request such a meeting to resolve disputes pertaining to this Memorandum of Understanding. Any such meeting shall occur within twenty-one (21) days of a request by any of the parties hereto. The provisions in this section shall not preclude, restrict, or prohibit any of the parties hereto from terminating this Memorandum of Understanding for any reason in accordance with Section IV hereunder.

XIV. JOINT EVALUATIONS OF OUTCOMES. Designated representatives of the parties hereto shall meet together periodically to conduct joint evaluations of the outcomes of this Memorandum of Understanding.

XV. COMPLIANCE WITH THE LAW.

A. This Memorandum of Understanding shall be construed according to the laws of the State of Michigan.

B. The parties hereto and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Memorandum of Understanding in compliance with all applicable Federal, State, and local laws, ordinances, rules and

regulations.

XVI. NONDISCRIMINATION.

A. The parties hereto shall not discriminate against a recipient of services or an applicant for the receipt of services solely on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, arrest records, physical or mental disability or inability to pay therefore.

B. The parties hereto 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, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

C. The parties hereto shall not violate any applicable Federal, State, and local laws prohibiting discrimination, including, but not limited to, the following:

- (1) The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- (2) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- (3) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- (4) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA S 12101 et. seq.), as amended, and regulations promulgated thereunder.

D. Breach of this section may be regarded as a material breach of this Memorandum of Understanding.

XVII. CONFIDENTIALITY, RECIPIENT RIGHTS AND COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

A. All aspects of this Memorandum of Understanding covered by confidentiality provisions of Federal and State laws and by policies of each of the parties hereto shall be observed by the parties hereto.

B. It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall utilize the current mechanism established by the LCCMHA for protecting recipient rights and that the final jurisdiction of the LCCMHA's recipient rights policies, procedures, and process, including implementing remedial action for substantiated allegations of rights violations, shall be the basis for the handling of recipient rights matters pertaining to the behavioral health managed care services and enrollees for the services. The LCCMHA shall comply with Federal and State laws, Rules and Regulations in the handling of recipient rights matters.

C. Each of the parties hereto, their personnel and anyone they may contract with for services to be provided under this Memorandum of Understanding who may have access to records protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, shall comply with all applicable requirements of HIPAA and rules and regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended. Access shall be limited to the minimum necessary to provide the applicable

services. Breach of this section shall be a material breach of this Memorandum of Understanding.

XVIII. STATUS OF EMPLOYEES.

It is expressly understood and agreed that the employees, servants and agents of each of the parties to this Memorandum of Understanding shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of the other parties. Each of the parties to this Memorandum of Understanding shall be responsible for withholding and payment of all income and social security taxes to the proper Federal, State, and local governments for their employees. The employees of each of the parties hereto shall not be entitled to any fringe benefits from the other parties, such as, but not limited to, health and accident insurance, life insurance, professional liability insurance, paid vacation leave, paid sick leave, and longevity. Each of the parties shall carry workers' compensation and unemployment compensation coverage for its employees, as required by law.

XIX. WAIVERS.

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

XX. ASSIGNMENT OR SUBCONTRACTING.

A. The parties hereto shall not assign, subcontract or otherwise transfer their respective governmental duties and/or obligations under this Memorandum of Understanding.

B. It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, may, through separate service agreements, purchase behavioral health services from service providers who are not prohibited by the Federal, State, or local governments from providing such services, as long as such services are authorized by an Community Consultation Team composed of the managed care representatives of the parties hereto, each service provider agrees to terms and conditions required by the LCCMHA for a service agreement, and the LCCMHA authorizes and approves any such service agreement. Except for administrative services, any behavioral health managed care services hereunder provided directly by the LCCMHA and any fee rates for such direct services of the LCCMHA must be authorized by the Interagency Community Team composed of the managed care representative of the parties hereto.

XXI. AMENDMENT. Provisions of this Memorandum of Understanding may be amended with the mutual written approval of all of the parties hereto.

XXII. COMPLETENESS OF THIS MEMORANDUM. This Memorandum of Understanding, the Attachments, and any additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by all of the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Memorandum of Understanding or any part thereof shall have any validity or bind any of the parties hereto.

XXIII. DISREGARDING TITLES. The titles of the sections in this Memorandum of Understanding are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Memorandum of Understanding.

XXIV. SEVERABILITY AND INTENT.

A. If any provision of this Memorandum of Understanding is found to be in conflict with Federal or State law, that provision will be subordinate to the law. The other provisions of this Memorandum of Understanding shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Memorandum of Understanding.

B. This Memorandum of Understanding is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

XXV. CERTIFICATION. The persons signing this Memorandum of Understanding certify that they are duly authorized to sign this Memorandum of Understanding on behalf of their respective organization and that this Memorandum of Understanding has been properly authorized by their respective organization.

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

WITNESSED BY:

Angela Brown 7/26/2021 BY: Constance C. Conklin
Date Constance C. Conklin, Executive Director

COUNTY OF LIVINGSTON

Wes Nakagiri 1/23 BY: Wes Nakagiri
Date Wes Nakagiri, Chairperson, County Board of Commissioners

Dianne McCormick 1-20-2021 BY: Dianne McCormick
Date Dianne McCormick, Director, Livingston County Health Department

Michael P. Hatty 1-20-2021 BY: Michael P. Hatty
Date Michael P. Hatty, Chief Judge, Livingston County Circuit and District Courts

COMMUNITY MENTAL HEALTH PARTNERSHIP
OF SOUTHEAST MICHIGAN

James Colaianne 7/27/2021 BY: James Colaianne
Date James Colaianne, CEO of Community Mental Health Partnership of Southeast Michigan (CMHPSM)

Mark Cochran 7/27/2021 BY: Mark Cochran
Date Mark Cochran, Chairperson of CMHPSM Oversight Policy Board (OPB)

LIVINGSTON EDUCATIONAL SERVICE AGENCY

Mike Hubert 07/28/2021 BY: Mike Hubert
Date Mike Hubert, Superintendent

DEPARTMENT OF HEALTH AND HUMAN
SERVICES

Jennifer Tate 7-27-21 BY: Jennifer Tate
Date Jennifer Tate, Director

ATTACHMENT A REFERRAL PROCESS AND ELIGIBILITY CRITERIA

Referral Process

The Wraparound Coordinator is the access point to enrollment in Wraparound. Any agency or consumer may call her/him with a referral. These referrals are presented to the Community Consultation Team (CCT), which is the community gatekeeper for Wraparound. Referrals are matched to the wraparound eligibility criteria requirements and the prioritization list by the CCT, resulting in one of the following recommendations:

1. Acceptance because there is an opening and because the case has higher priority over any other case.
2. Acceptance even though Wraparound is filled. This is done when there is a crisis that needs immediate attention and Wraparound can anticipate an opening in a relatively short period of time.
1. Acceptance and placement on the waiting list because Wraparound is full. The Wraparound Coordinator provides consultation with input from the CCT to the agency/family. The Wraparound Coordinator will keep data regarding these referrals and where they fit on the priority list.
4. Rejection because the referral does not fit eligibility criteria for Wraparound.

In addition:

- a. Wraparound will keep a waiting list which will be organized by priority and then referral date.
- b. If eligibility information changes, the Wraparound Coordinator will consult with the CCT for reexamination of priority level.
- c. Referral data will be kept.
- d. Waiting list data will be kept. If the number of referrals on the waiting list reaches too high a number and/or the length of wait interferes with the treatment needs of children, the information will be presented to the HSCB for planning purposes.

Eligibility Criteria

In order to be eligible for enrollment in this Program and for payment under this Agreement, a person must meet the following criteria:

1. Age 0 to 18.
2. Nominated by a participating agency.
3. Has a Serious Emotional Disturbance, based on criteria published by the Michigan Department of Health and Human Services.
4. Has exhausted traditional services or these services are not appropriate for the person according to the Community Team assessment.
5. Is involved with multiple services systems (and systems must be willing to participate in the process).
6. Referred for or at imminent risk of out-of-home placement, according to Community Team assessment, using one or more of the following criteria: diagnosis, prior placement history, CAFAS (Child and Adolescent functional Assessment Scale) and/or Structured Decision-Making results, court-ordered out-of-home placement with judicial acceptance of alternative treatment plan or disruption of developmental progress/developmental delay.

Priorities for Wraparound are determined by the partners and community need. They are as follows:

1. **Risk of placement or returning from placement:** This includes any child that is in out of home placement and/or that has been identified as needing placement in foster care, residential treatment, psychiatric hospitalization or any other placement option.
2. **Severe functional impairments:** This includes children who are having severe difficulties in several areas of their life and those disturbances result in:
 - A. Sexual acting out
 - B. Eating disturbances
 - C. Sleeping disturbances
 - D. Danger to self or others
 - E. An inability to go out in public places without major disruption
 - F. Severe thought or mood disorders, or
 - G. Property destruction
3. **Risk of multiple suspension/or expulsions:** This includes children who have been suspended more than once in the past school year or they have been referred to the superintendent for possible expulsion. Other considerations may be given to the number or referrals a child receives based on behavior to address the diverse nature of school's suspension policies.
4. **Family dissolution:** This includes children and families that are at risk of dissolving due to health stresses, mental illness, divorce, death in the immediate family, substance abuse, homelessness, a family with multiple children who present severe challenges in parenting situations, a family with potentially more than one wraparound child and other environmental factors.
5. **Abuse and neglect prevention:** These are families identified by LCDHHS or possible other agencies or family members. The families who are included in this priority have high risk factors of abuse or they have a past history of abuse and neglect. Structural barriers facing these families include unemployment, transportation, substance abuse, etc. These families may be high in risk factors but low in immediate safety concerns. For example, if the child needs to be removed as the only alternative to ensure safety then Priority One would be considered instead.
6. **First come/first served:** When there is no waiting list and no other referrals to consider at the above five criteria, a child who meets the general definition of wraparound eligibility may be considered and assigned to wraparound.

ATTACHMENT B SERVICES AND LEVEL OF CARE PROTOCOL

Covered Services

Child Welfare Services

Services provided to avoid unnecessary out-of-home placement or to support reunification:

- Counseling
- In-home family services
- Parenting education or training (in-home or out-of home services)
- Parent support services
- Respite Care
- Assisted Care in Foster Care
- Youth Mentoring
- Residential treatment

Medicaid Mental Health Services

Services provided are those identified as available for Children with a Serious Emotional Disturbance in the Mental Health/Substance Abuse section of the MDCH Medicaid Provider Manual. All service eligibility and medical necessity guidelines/requirements apply.

Medicaid Substance Abuse Services

- Substance Abuse Individual Counseling, Group or Family Counseling
- Substance Abuse Intensive Outpatient Treatment

Alternative services may be offered in addition to or in lieu of covered services with the agreement of the family/guardian and with approval of the CCT.

Non-Capitated Services

All non-behavioral Medicaid-covered services shall not be covered by capitation payments hereunder, but shall be the responsibility of the enrolled Medicaid physical health care provider. These include:

1. Physician Services
2. Medical Specialist Services
3. Dental Services
4. Optical Services
5. Ambulance Services
6. Hearing and Speech Services
7. Non-psychiatric Hospital Care - inpatient and outpatient
8. Laboratory
9. X-rays
10. Emergency Room Care
11. Prescriptions
12. Home Health Services

Additional Provisions

Any behavioral health service which is not provided by or at the direction of the Team, except in the case of emergency medical or psychological care, shall not be covered by Medicaid payments.

The Contractor may not impose co-payments upon covered persons of the Medicaid Program.

The Contractor shall provide all covered persons with consistent, quality behavioral health care, delivered with dignity, at locations in the service area which assure reasonable availability and accessibility to covered persons.

The Contractor shall assure that crisis intervention services are available on a twenty-four (24) hour basis, seven (7) days a week, either in the Contractor's own facilities or through other appropriate facilities. The contractor shall provide a means, approved by the Department, for twenty-four (24) access.

The Contractor shall allow each covered person, to the extent feasible and appropriate, the freedom to choose from within the Plan, the specific health care providers responsible for his or her primary services.

The Contractor shall use its best efforts to assure that the covered person gets routine medical check-ups, including dental, optical, physical examinations and age-sex specific health screenings as medically appropriate.

Level of Care Protocol

The following protocol will guide the service selection and level of care determination process for children enrolled in wraparound:

1. Level of care decisions will be guided by the following principle: Children should be served in the least restrictive, most normative environment adequate to meet their treatment needs, and the safety needs of the child, family and community.
2. Child and Family Teams will select the appropriate service mix based on the needs, strengths, and desired outcomes identified in their individualized planning process.
3. Crisis and safety plans will be developed in response to all child and community safety issues identified in the individualized planning process. Crisis and safety plans will proactively identify which interventions of higher intensity/restrictiveness will be accessed in response to specific behaviors.
4. The use of out-of-home placements must be supported by an analysis of the need for the level of restrictiveness requested, the identified outcomes anticipated from the placement, and an estimate of the length of time needed to achieve those outcomes. More specifically:
 - Wraparound funds are not a primary funding source for long term residential treatment settings or long term mental health hospitalizations.
 - If it is originally anticipated that a child is going into a short term placement but the placement becomes a longer term placement, the Community Consultation team (CCT) will continue to assess the role of Wraparound, without automatically dis-enrolling the child and his/her family from the program. Assessment will consist of the child's progress, the appropriateness of the child returning to the community, and the family's need for Wraparound intervention during the time the child is away from the home.
 - If at the beginning of a placement it is anticipated that a child will be gone for six months or more and the setting will provide all services to the child and his/her family, the child can be dis-enrolled from Wraparound.
 - A child dis-enrolled because of placement can be re-referred to Wraparound at three

months before returning to the community. If there is a waiting list for entry into Wraparound, the child and his/her family will have priority.

5. The CCT will typically review all resource utilization on a monthly basis. The CCT may elect to review out-of-home placement utilization on a more frequent than monthly basis. This review will include an analysis of the rationale for services selected, analysis of continuing need for the current level of service based on specific behaviors and/or circumstances, and review of progress toward identified outcomes.
6. The CCT will monitor for both the under and over-utilization of resources.

ATTACHMENT C

Responsibilities of the Community Consultation Team

The purpose of this committee is to develop, implement, continuously improve and deliver cost effective community services using a comprehensive wraparound model that is in compliance with all existing and future mandates that relate to Wraparound.

Chairperson Responsibilities:

- 1) The Chairperson is selected on a rotation basis. The chairperson presides for six months while the next person in rotation serves as vice chair, assuming the chair ship at the end of the six-month period. The rotation schedule is: Health Department, Substance Abuse, Livingston County Trial Courts, Livingston Educational Services Agency, Department of Health and Human Services, Community Mental Health and the consumer seat. The position's responsibilities are:

1. Chair regular meetings.
2. Meet with designated staff.
3. Help develop the agenda.

Committee Members Responsibilities:

1. Meet twice a month.
2. Serve as gatekeepers and provide consultation on specific cases, i.e., screen referrals against enrollment criteria, approve or deny referrals, provide a response to the referral source, look at plans whose cost exceeds the capitated rate and look at all outliers.
3. Provide oversight of safety issues (worker, community and families). Cases to be monitored will be identified at intake or may be referred for review based on staff, community or family concern regarding safety issues.
4. Make exceptions to standard practices when necessary.
5. Meet regularly with their individual agency director to ensure consistent communication.
6. Approve Child and Family Plans of service at initial and quarterly reviews as recommended by the Coordinator.
7. Provide input in the hiring of the position and in the evaluation of the coordinator and participate in the development of the coordinator's work plan.
8. Commit resources and/or funds.
9. Attend trainings that relate to CCT responsibilities.
10. Develop internal CCT procedures including a conflict resolution process for the committee, families and participating agencies.
11. Review reports given to the Funding Partners Workgroup and to the HSCB. These are to include policy development issues and barriers identified.

Staff Person (Wraparound Coordinator) Responsibilities:

1. Receive Wraparound referrals and present to the Committee.
2. Provide direct service to two or three children.
3. In conjunction with the Wraparound Program Director, authorize care and expenditures to stabilize a family crisis until consultation can be obtained from the team at the next regularly scheduled meeting.

5. Provide a quarterly report to the Funding Partner Workgroup and annual report to the HSCB with CCT review.
6. Evaluate and present Wraparound plans and budgets to the Committee with recommendations.
7. Supervise the wraparound specialists.
8. Collect agenda items and work with the Chair to build agenda.
9. Prepare the agenda, minutes and materials.
10. Communicate with participating agency Directors and the Staff to the HSCB.
11. Facilitate CCT meetings as defined by the Team.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Livingston County Juvenile Court to Apply for and Enter into a Contract with the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice Fiscal Year 2022 Racial and Ethnic Disparities Data Collection Grant Program - Juvenile Court

WHEREAS, the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice authorized the expenditure of federal pass-through funds through competitive grant awards to support court data system enhancements that enable collection of data pertaining to racial and ethnic disparity; and

WHEREAS, the Livingston County Juvenile Court was awarded \$61,518 in Fiscal Year 2020 and \$61,518 in Fiscal Year 2021, to fund a two-year project to support a comprehensive, integrated data collection system for juvenile probation, including the ability to assess whether minority youth are treated equally within the juvenile justice system; and

WHEREAS, the Livingston County Juvenile Court has made significant progress toward meaningful data collection and assessment, the COVID-19 pandemic considerably hampered the Court's ability to complete all program objectives during the original two-year timeline; and

WHEREAS, the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice has authorized a no cost extension for a third and final year to allow the Court sufficient time to complete project objectives; and

WHEREAS, this grant requires no cash match and creates no permanent staff positions; and

WHEREAS, the Juvenile Court is seeking approval to apply for and accept the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice Racial Ethnic Disparities Data Collection Fiscal Year 2022 Grant – no cost extension - in the amount of \$46,816 for the period of October 1, 2021 – September 30, 2022.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the Juvenile Court to apply for, and if awarded, accept the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice grant funding to enhance court data systems.

BE IT FURTHER RESOLVED that no cash match is required or authorized by the Livingston County Board of Commissioners in connection with this grant application.

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

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorize any budget amendment to effectuate the above.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY TRIAL COURTS
JUVENILE & PROBATE DIVISIONS

204 S. Highlander Way Suite 3 Howell, MI 48843

Phone 517-540-7739 Cell 734-260-0906

Email: dshaw@livgov.com

Memorandum

To: Livingston County Board of Commissioners

From: Deborah Shaw, Juvenile & Probate Court Administrator

Date: August 9, 2021

Re: Resolution Authorizing the Livingston County Juvenile Court to Apply for and Enter into a Contract with the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice Fiscal Year 2022 Racial and Ethnic Disparities (RED) Data Collection Grant Program

The attached resolution authorizes the Livingston County Juvenile Court to apply for and enter into a contract with the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice for a Year Three no cost extension of the Racial Ethnic Disparities (RED) Data Collection Grant program. This grant provides funds to support a comprehensive, integrated data collection system for juvenile probation.

The COVID-19 pandemic considerably hampered the Court's ability to complete grant program objectives within the two-year timeline. Obstacles including resource (laptop) scarcity; learning how to work, train and collaborate remotely; reduced caseload resulting in limited data; and an inability to bring an intern on-site all led to interruptions in the achievement of project goals. However, despite these challenges significant progress has been achieved:

COMPLETED

Objective 1: Design and implement an electronic client tracking system that enables centralized, accessible and meaningful data collection.

Objective 2: Implement the Youth Level of Service (YLS), continue use of the Child and Adolescent Functioning Assessment Scale (CAFAS), objective decision-making tools to determine youth supervision and service needs, and record results in the electronic client tracking system.

IN PROCESS

Objective 3: Meaningful analysis of formal and informal juvenile justice youth data including descriptive data in the areas of demographics, risks, needs, programs and services is accessible, reliable and comprehensive at the end of Year Two, including the initial identification of disparate treatment for subsets of youth. A system is developed which enables outcome evaluation for subsets of youth and programs over time.

A no cost extension for a third grant year will enable the Court to gather a sufficient amount of meaningful data for quality analysis to ascertain disparate service provision, outcomes or quality of programs for subsets of youth and to use that analysis to drive improvements. The no cost extension will enable the carry forward of \$46,518 for the period of October 1, 2021 – September 30, 2022. No County match or cost-sharing is required.

Thank you for your consideration and continued support of the Livingston County Trial Courts.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Livingston County Juvenile Court to Apply for and Enter into a Contract with the Michigan Department of Health and Human Services Raise the Age Grant - Fiscal Year 2022 – Juvenile Court

WHEREAS, Bipartisan Raise the Age legislation, shifting the jurisdiction for 17 year olds to the Juvenile Court, takes effect on October 1, 2021; and

WHEREAS, Public Act 114 extends the Child Care Fund to allow for 100% reimbursement of intensive in-home services and/or placement for a juvenile who commits an offense at age 17; and

WHEREAS, Public Act 97 establishes the Raise the Age Fund, administered by the Department of Health and Human Services, to provide for the non-Child Care Fund reimbursable expenditures as a result of Raise the Age; and

WHEREAS, Livingston County Juvenile Court's Raise the Age Grant allocation for the period of October 1, 2021 – September 30, 2022 is \$90,000; and

WHEREAS, the Juvenile Court is seeking approval to apply for and accept the Michigan Department of Health and Human Services Raise the Age Grant for FY 2022 in the amount of \$90,000.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the Juvenile Court to apply for, and if awarded, accept the Michigan Department of Health and Human Services, Michigan Committee on Juvenile Justice grant funding to enhance court data systems in the amount of \$90,000 for State FY 2022.

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

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorize any budget amendment to effectuate the above.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY TRIAL COURTS
JUVENILE & PROBATE DIVISIONS

204 S. Highlander Way Suite 3 Howell, MI 48843

Phone 517-540-7739 Cell 734-260-0906

Email: dshaw@livgov.com

Memorandum

To: Livingston County Board of Commissioners
From: Deborah Shaw, Juvenile & Probate Court Administrator
Date: August 9, 2021
**Re: Resolution Authorizing the Livingston County Juvenile Court to Apply
for and Enter into a Contract with the Michigan Department of Health
and Human Services Raise the Age Grant – Fiscal Year 2022**

In November 2019, legislation was passed in Michigan extending fund availability to juvenile justice youth who come under court jurisdiction at age 17. Beginning October 1, 2021, the state is to reimburse 100% of the cost to provide juvenile justice services when a court exercises jurisdiction over a juvenile who is 17 years of age, but under the age of 18 at the time of the offense. Public Act 97 establishes a Raise the Age (RTA) Fund within the department of Treasury, which will be administered by MDHHS for reimbursement and auditing purposes.

The current Child Care Fund (CCF) program will reimburse for costs that are currently allowed for under CCF reimbursement program (RTA-specific expenditures for children age 17 at the time of offense will be reimbursed at 100%). The RTA Fund Grant will cover the non-Child Care Fund eligible RTA-specific expenditures (for children age 17 at the time of offense) such as attorney fees; competency exams and restoration services; non-intensive program services; office supplies and wages and fringe benefits for Juvenile Court staff assigned to non-intensive RTA cases.

The attached resolution authorizes the Livingston County Juvenile to submit an application and enter into a contract with the Michigan Department of Health and Human Services for the Fiscal Year 2022 Raise the Age Reimbursement Grant. Livingston County Juvenile Court's allocation is \$90,000 for the period of October 1, 2021 – September 30, 2022. This is a reimbursement grant. No County match or cost-sharing is required.

Thank you for your consideration and continued support of the Livingston County Trial Courts.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Authorize the Participation of an Extendable Contract with Staples for County Office Supplies and Print Services - Fiscal Services

WHEREAS, Livingston County offices have an ongoing need for office supplies and print services to support the day-to-day operations for county departments; and

WHEREAS, we currently use Office Depot and Amazon mainly for office supplies and print services; and

WHEREAS, the State of Michigan awarded the MiDEAL contract to Staples which allows Livingston County to also participate in the extendable contract; and

WHEREAS, after review of the merits of Staple's products and services which includes competitive prices on most often used products, ability to interface with the County's ERP software, MUNIS, which enables the download of the end-user's shopping cart directly into our software with no need to re-key the order information; and

WHEREAS, Fiscal Services recommends piggy backing off the State of Michigan contract to enter into a MiDEAL participating agreement with Staples.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the participation of the extendable contract, through the State of Michigan MiDEAL, with Staples for office supplies and print services until May 31, 2022, with the option to renew for two additional one-year periods.

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

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MOVED:
SECONDED:
CARRIED:

MiDEAL PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into this ____ day of _____ 2021 (the "Effective Date") by and between Staples Contract and Commercial LLC, ("Staples") and _____ (the "Participating Member").

1. The Participating Member is a registered MiDEAL member and is eligible to purchase products and services from Staples under the MiDEAL program as governed by the terms and conditions of the State of MI, Contract number 190000000268, entered into between Staples and The State of Michigan on March 1, 2019 ("Master Agreement"); and
2. Participating Member agrees to purchase from Staples, and Staples agrees to sell to Participating Member, various products and services as offered under the MiDEAL program in accordance with the terms and conditions of such Master Agreement and this Agreement.
3. This Agreement shall commence on the Effective Date and shall expire at midnight, May 31, 2022 (the "Term"), unless otherwise terminated or extended in accordance with the provisions of the Master Agreement or at such time the Participating Member ceases to be a registered MiDEAL member. In addition, either party may terminate this Agreement upon 30 days' prior written notice to the other party.
4. Prices for Products and Services are as specified in the Master Agreement and are subject to adjustment as set forth in the Master Agreement.
5. For sales made to Participating Members, the administrative fee remitted to the Participating Member equals a half percent (0.5%) of such MiDEAL Member's total Net Sales, as defined in the Master Agreement, made to the Participating Member or as amended in the Master Agreement.
 - The Contractor must remit the applicable administrative fee payments owed to the Participating Member by check payable directly to the Participating Member and mailed to their provided address.
 - Upon MiDEAL Member request, Contractor must submit an itemized purchasing activity report of the Participating Member purchases, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed or emailed to the Participating Member.
 - The administrative fee and purchasing activity report are due within 45 calendar days from the last day of annual period unless otherwise negotiated with the MiDEAL Member. Effective July 1, 2021, the annual period is July 1 through June 30.

6. Checks are to be mailed to the following recipient:

Contact (Recipient) Name: _____

Agency (Remit-to) Name: _____

Address: _____

City: _____ State: _____

Zip Code: _____

Staples Advantage Account #: 1871410_____

7. Defined terms used in this Agreement shall have the meaning ascribed to them under the Master Agreement unless otherwise defined herein. Except as modified by this Agreement, the terms and conditions of the Master Agreement shall apply to the sale of products and services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

STAPLES CONTRACT AND COMMERCIAL LLC

PARTICIPATING MIDEAL MEMBER

By: _____

By: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 500 Staples Drive
Framingham, MA 01702

Address: _____

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Michigan Veterans Affairs Agency to Support Livingston County Veteran Services to Enhance and Improve Operations – Veterans Services

WHEREAS, Under PA 192 of 1953, The Michigan Veterans Affairs Agency (MVAA) shall make the County Veterans Services grant available to each county that meets grant conditions; and

WHEREAS, The County Veterans Service Grant available to Livingston County for FY2022 is \$141,402 with no County match or additional positions required; and

WHEREAS, The grant is to be utilized for the goal of enhancing, improving or maintaining new initiatives that support count veteran services operations and cannot be used to supplant current funds; and

WHEREAS, LCVS meets all MVAA criterial and would like to utilize the 2022 grant funds to fund FY22 office lease, purchase an additional van, Veteran Legal Aid Fund, fund Veteran Service’s portion of Ecolane and partially fund the marketing program for the new office opening and rebranding.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the submission of an application, and if awarded, accepts the grant agreement with the MVAA to support expanding Veteran Services in Livingston County.

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 as prepared by Civil Counsel.

BE IT FURTHER RESOLVED that the BOC authorize any budget amendments necessary to effectuate this grant agreement.

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MOVED:
SECONDED:
CARRIED:



FY22 COUNTY VETERAN SERVICE FUND – GRANT GUIDANCE

COUNTY VETERAN SERVICE FUND

June 2021

SUMMARY AND BACKGROUND

The Michigan Veterans Affairs Agency (MVAA) is accepting applications for Fiscal Year (FY) 2022 County Veteran Service Fund grants. Public Act 210 of 2018 amends PA 192 of 1953, entitled “An act to create a county department of veterans’ affairs in certain counties, and to provide for contributions to and expenditures from that fund; and to transfer the powers and duties of the soldiers’ relief commission in such counties,” By amending the title and by adding Section 3a this Act creates the County Veteran Service Fund (CVSF)

AWARD INFORMATION

Funding Mechanism: Grant

Total Available Funding: \$4,150,000.00

Anticipated Number of Awards: 83

Purpose: Grant dollars are intended to enhance and improve county veteran service operations in an effort to connect veterans to their federal benefits and provide consistent access to services throughout the state.

Length of Project: Up to 1 fiscal year, depending on fund availability

Cost Sharing/Match Required: No

Continuation Funds: Contingent upon appropriation funding

AVAILABLE FUNDING

The total disbursement for each grant shall be determined by combining the following amounts:

- (a) A base amount of \$50,000
- (b) A per capita amount according to the number of veterans residing in each county. The amount in this subdivision shall be determined by dividing the amount remaining in the CVSF after accounting for all disbursements under subdivision (a) by the total number of veterans residing in this state and multiplying the resulting dollar amount by the number of veterans residing in the county receiving the grant. Population figures for veterans residing in this state and in each county of this state shall be obtained from the most recent (2019) Geographic Distribution of Veterans Affairs Expenditures (GDX) Report published by the United States Department of Veterans Affairs (USDVA).

- (c) If the amount remaining in the fund after accounting for all disbursements under subsection (a) is less than the amount obtained by multiplying \$1,000.00 by the number of counties receiving grants, the MVAA shall not perform a calculation under subsection (b) and shall not disburse the portion of grant funds described under that subsection.

There is no cost sharing or match required.

TIMELINE

A completed and signed application (including all attachments) must be received by the MVAA via e-mail to MVAAGrants@michigan.gov no later than 5 p.m. EST on July 16, 2021. The Subject Line should identify the individual county and FY22 CVSF Grant Application. The time of receipt by the MVAA is determined by the time stamp provided by the State of Michigan e-mail system. Applicants are strongly encouraged to submit their application in advance of the due date to avoid any delays in electronic mail delivery. There will be no extensions of this deadline. Applications received by the MVAA beginning at 5:01 p.m. EST on September 1, 2020, and thereafter may not be considered for funding. **It is recommended you do not wait until the last minute to submit your grant application. This is a State of Michigan e-mail address and you run the risk of a server overload.**

See page 4 for FY22 Timeline



FY22 County Veteran Service Fund Grant

Timeline for Intended Applicants

- June 14, 2021** Funding Announcement, Request for Letter of Intent, Grant Guidance, and Timeline sent to counties
- June 21, 2021** Training – 1:30 p.m. EST general overview of Letter of Intent and Fund goals
[Join Microsoft Teams Meeting](#)
[+1 248-509-0316,,77465022#](#) United States, Pontiac
Conference ID: 774 650 22#
[Find a local number](#) | [Reset PIN](#)
- June 25, 2021** Deadline – Letter of Intent to apply for grant funding MUST be received at MVAAGrants@Michigan.gov no later than 5:00 p.m. EST
If you do not receive an email within 24 hours confirming receipt; please contact Karen Rowlader at 517-243-7675
- July 1, 2021** Grant Application period is open; grant guidance and application will be emailed to counties that submitted a Letter of Intent
- July 7, 2021** Training – General Overview of Grant Application/Budget requirements 10:30 a.m. to Noon EST
- July 12, 2021** Training – General Overview of Grant Application/Budget requirement 1:00 p.m. to 2:30 p.m. EST

Microsoft Teams Training Invites will be sent to all counties that submitted Letter of Intent

- July 16, 2021** Deadline – Grant Application MUST be received at MVAAGrants@Michigan.gov, no later than 5:00 p.m. EST
- August 16, 2021** Notification of approval/denial/resubmission requests
- TBD** Individual conferences with counties to review denials and resubmission requests
- August 16, 2021** Award letters and Grant Agreement packet sent for approved applications*
- August 27, 2021** Deadline – Resubmissions MUST be received no later than 12:00 p.m. EST
- September 3, 2021** Award letters and Grant Agreement packet sent for resubmission applicants*

*MVAA must receive county signed copy of CVSF Grant Agreement within 60 days of receipt of the Grant Award packet. Grant Agreements received after the 60 days may be forfeited.

Grant Agreements will be processed as received. Fully executed Grant Agreements will be returned to the County and base payment request will be submitted.

Please note: All documents should be sent to: MVAAGrants@michigan.gov. The time/date of receipt by the MVAA is determined by the time/date stamp provided by the State of Michigan email system.

CONTACT INFORMATION

The same person shall not serve as the Project Director, the Authorized Official, and the Financial Officer.

Project Director* – The person from the applicant’s County Department of Veterans Affairs (CDVA) with overall responsibility for project management and ensuring that all grant guidelines and requirements are met.

* The county must ask for permission and be granted an exception by the MVAA for someone other than Director of the CDVA to be the Project Director.

Financial Officer – The person from the applicant’s organization responsible for the financial accounting of project-related expenditures (must be different than the Authorized Official).

Authorized Official – The person from the applicant’s organization authorized to enter into an agreement with the MVAA in order to accept grant funds (must be different than the Financial Officer).

ELIGIBILITY

Eligibility is limited to Michigan counties that meet the eligibility criteria.

ELIGIBILITY CRITERIA

To be eligible to receive a grant, a county must satisfy the following:

- (a) Maintain a minimum level of county funding for veteran service operations equal to the level of county funding for veteran service operations for the FY preceding September 24, 2018, i.e., FY2017.
- (b) Establish remote access to the USDVA computing systems and require County Veteran Service Officers to obtain a Personal Identity Verification (PIV) card.
- (c) Submit quarterly reports to the MVAA in accordance with the reporting requirements detailed in this document.
- (d) Provide no less than 20 hours per week toward veteran service operations.
- (e) Submit financial reports, in the requested format, to the MVAA on a quarterly basis demonstrating that the County Department of Veterans’ Affairs expended the grant funds received directly and solely on veteran service operations during the period of the report.

EXPECTATIONS

It is the expectation of the MVAA that these services will be initiated/implemented as soon as possible after the award is fully executed. At the latest, grant recipients are expected to provide services no later than the third month post grant being awarded.

Priority will be given to applications that seek to establish a County Department of Veterans Affairs or enhance existing current veteran service operations. Other requests may be considered acceptable unless they deviate too far from veteran service operations as defined. You will be notified if your application falls in this category and will be afforded the opportunity to reapply.

All submissions must support NEW initiatives, continuation of existing initiatives established with prior year(s) grant funding, or an increase in existing veteran service operations. Project personnel hired with prior year CVSF grant funds may continue to be funded with FY22 grant funds.

Supplanting is not allowed.

DEFINITIONS

For this funding opportunity, below is a list of commonly used terms as defined by Public Act 210 of 2018:

1. Accredited Veteran Service Officer: an individual who has met the qualifications for accreditation under 38 USC 5904 and 38 CFR 14.629.
2. County Veteran Service Fund or Fund: the county veteran service fund created within the state treasury.
3. PIV card: a Personal Identity Verification card issued by the USDVA.
4. Veteran Service Operations: assistance and programming to meet the needs of veterans in this state. Veteran Service Operations include, but are not limited to, providing advice, advocacy, and assistance to veterans, servicemembers, dependents, or survivors by an Accredited Veteran Service Officer to obtain USDVA health, financial, or memorial benefits for which they are eligible.

PROJECT NARRATIVE

Grant applications must be submitted on the supplied forms and in the required format to be accepted. Applications submitted that do not follow the guidelines may be rejected. Each proposed program/initiative and expenditure must be described in detail and include how each tie to one or both of the following goals:

Goal #1: Enhance or increase veteran service provision over past service provisions.

Goal #2: Connect eligible veterans, servicemembers, dependents, or survivors to benefits by an Accredited Veteran Service Officer to obtain USDVA health, financial, or memorial benefits. This includes applying for emergency grants from the Michigan Veterans Trust Fund to address a short-term unforeseen financial crisis.

EXPENDITURES

Consistent with the best practices of the USDVA and the MVAA, all proposed expenditures must facilitate, enhance, and improve county Veteran Service Operations to connect veterans to their federal benefits. Failure to obtain prior written approval from the MVAA may result in an expense not being authorized or reimbursed.

SUGGESTED EXPENDITURES

Please refer to the FAQ handout or contact the MVAA for further guidance.

DISALLOWABLE EXPENDITURES

Funds expended without prior MVAA approval will not be reimbursed. Please refer to the FAQ handout or contact MVAA for further guidance.

BUDGET NARRATIVE/JUSTIFICATION

All applications must have a detailed Program Narrative and Budget Narrative/Justification that supports the requested funding. The Budget Narrative/Justification clarifies how the costs were calculated and must tie directly back to the Project Narrative.

The Project Narrative and Budget Narrative/Justification is the explanation of how and why a line item helps to meet the program deliverables. All costs must be utilized to support the provision of assistance and programming to meet the needs of veterans residing in the county. The proposed costs must be reasonable, allowable, allocable, and necessary for the supported activity.

All budget calculations must follow a prescribed format. An Item and Service Budget Request Form and Salary and Fringe Budget Request Form are provided for county use. Please refer to the FAQ handout or contact the MVAA for guidance.

If operational/programmatic changes are needed during the grant award period, you will need to complete a Project Amendment Form and submit to the MVAAGrants@michigan.gov for PRIOR approval. If the change is for a new initiative not detailed in the original grant agreement, the county will be required to submit a Project Narrative and Budget Narrative/Justification along with an Item and Service Budget Request and/or Salary and Fringe Budget form and submit with the Project Amendment Form. All reporting forms and the amendment template will accompany the grant award agreement.

If you are not sure if a cost is allowable, you will need prior approval from the MVAA. If a cost is deemed disallowable after it has been expended and there was not a PRIOR authorization, the grant WILL NOT reimburse the county.

Supplanting and administrative (indirect) costs are not permitted.

Charges to the project for items such as salaries must conform to the written policies and established practices of the applicant organization.

POST AWARD

All grantees must be registered to do business with the State of Michigan. Registration is available at the following website: www.michigan.gov/SIGMAVSS.

The State of Michigan will not accept Signature Pages without the entire Grant Agreement. A complete signed copy of the Grant Agreement must be returned to MVAAGrants@michigan.gov no later than 60 days after the award letter is received.

When communicating with the MVAA regarding your grant award, the Grant Award Number must be included in the subject line of the e-mail. E-mails received without the Grant Award Number in the subject line may be returned.

Virtual trainings are scheduled for Project Directors and Financial Officers to learn correct reporting formats. It is strongly encouraged that one or both attends. Incorrect and/or incomplete reporting may result in delayed payment and/or the grant award being rescinded. Dates and locations will be provided with the grant award letter.

REPORTING REQUIREMENTS

Funding is provided on a reimbursement basis. Grant recipients will submit a Progress Report, a County Activity report, and all applicable reimbursement request forms, verification documentation, and proof of county payments, no later than the 10th day of the month following the end of the quarter. Quarterly Progress and Activity Reports identify tasks completed during the reporting period, any issues or difficulties during the quarter, project milestones, and performance metrics.

Submitting reimbursement requests starts with an approved budget. Reimbursements will be made on a quarterly basis. All reimbursable expenses must be incurred during the grant award cycle.

Requests for reimbursement for activities/services prior to the award, or after the close of the award period, WILL NOT be reimbursed.

Reimbursement for salaries/fringes will need to be supported by submitting certified timesheets signed by both the employee and the employee's supervisor.

Quarterly Reports demonstrating the expenditures and division of grant funds and county funds must be signed by the County Project Director or County Authorized Official.

Reporting templates will be provided to grant recipients with the Notice of Award.

REPORTING SCHEDULE

Reporting Period	October 1 - December 31, 2021	January 1 – March 31, 2022	April 1 – June 30, 2022	July 1 – September 30, 2022
Report Due	January 10, 2022	April 10, 2022	July 10, 2022	October 5, 2022

MONITORING

All grant recipients will be subject to grant monitoring of performance, including data collection. Standardized templates will be provided with the Grant Award Letter. Expense, progress, and activity reports will be required quarterly. Grant and performance monitoring will be conducted by the MVAA. If the MVAA determines, by audit or otherwise, that a County Department of Veterans' Affairs expended the grant funds received for purposes other than Veteran Service Operations, the MVAA shall reduce the grant disbursement provided to the County Department of Veterans' Affairs in the succeeding FY by an amount equal to the total of all amounts improperly expended.

CONTACT INFORMATION

For questions regarding this funding opportunity, please e-mail MVAAGrants@michigan.gov.

RESOURCES

The following sites may be of assistance in researching and developing your grant application.

The most recently published (2019) GDX Report

https://www.va.gov/vetdata/docs/GDX/GDX_FY19.xlsx

Michigan Veterans Trust Fund

<https://www.michiganveterans.com/a/Michigan-Veterans-Trust-Fund>

<https://www.michiganveterans.com/p/Emergency-Assistance>

State of Michigan Travel Rates

https://www.michigan.gov/documents/dtmb/FY2021_Rates_Jan_2021_002_711825_7.pdf

LIVINGSTON COUNTY VETERANS' SERVICES COMMITTEE

SPECIAL MEETING MINUTES

July 14, 2021
6:00 p.m.

Members Present Joe Riker
 James Wallace
 Robert J. Bezotte
 Kevin Nagle
 Bruce Hundley

Staff Present Mary Durst

1. CALL TO ORDER

Vice Chair Bob Bezotte calls meeting to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

Vice Chair leads meeting in Pledge of Allegiance

3. ROLL CALL

Roll Call by Vice Chair indicates a quorum. Chairman Joe Riker enters meeting at 6:05 p.m. and Vice Chair Bezotte yields control of the meeting to Chairman.

4. CONSENT AGENDA

Motion to approve the consent agenda as presented.

Moved By James Wallace

Seconded By B. Hundley

Yes (5): Joe Riker, Robert Bezotte, James Wallace, K. Nagle, and B. Hundley

Motion Carried (5 to 0)

5. CALL TO THE PUBLIC

None.

6. APPLICATIONS FOR RELIEF

None.

7. BUSINESS

7.1 2022 Grant

Motion to approve 2022 Grant as presented in the amount of \$141,402.

Moved By James Wallace

Seconded By Robert Bezotte

Yes (5): Joe Riker, Robert Bezotte, James Wallace, K. Nagle, and B. Hundley

Motion Carried (5 to 0)

8. DIRECTOR REPORTS

None.

9. COMMITTEE DISCUSSION

VetFest is on August 7th from 11 a.m. to 3 p.m.

10. ADJOURNMENT

Motion to adjourn at 6:38 p.m.

Moved By James Wallace

Seconded By K. Nagle

Yes (5): Joe Riker, Robert Bezotte, James Wallace, K. Nagle, and B. Hundley

Motion Carried (5 to 0)

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing FY 2022 Vehicle Replacements Leased through the County's Partnership with Enterprise Fleet Management – Car Pool

WHEREAS, the Livingston County Car Pool Department is requesting authorization to replace fifteen (15) vehicles with new vehicles leased through Enterprise Fleet Management, per the agreement authorized under Resolution 2019-09-128; and

WHEREAS, these vehicles were recommended for replacement based on age, mileage, and other factors as determined by Enterprise and Car Pool; and

WHEREAS, all vehicles will be on 60-month lease terms with no mileage caps, and departments may retain the leased vehicles without penalty after the lease term has ended; and

WHEREAS, the leased vehicles will be titled by Enterprise and returned to Enterprise for resale upon lease termination, with the County entitled to the remaining equity less a \$375 per vehicle remarketing fee; and

WHEREAS, the annual lease costs have been included in the departments' FY 2022 Level 2 Auto Leasing budgets for a projected total cost of \$97,151 per the table below; and

2022 Lease Costs by Department				
Department	Replacement Vehicle	Annual Lease Cost per Vehicle	Department Quantity	Total Annual Lease Cost
Building Inspection	Ford F-150 Reg Cab	\$ 5,797	2	\$ 11,593
EMS	Ford F-250 Crew Cab	\$ 6,683	1	\$ 6,683
Env. Health	Jeep Compass	\$ 4,860	2	\$ 9,720
Sheriff - Jail	Chevy Express Van	\$ 6,653	1	\$ 6,653
Sheriff - Road	Charger Pursuit	\$ 6,628	5	\$ 33,138
	Tahoe Police	\$ 7,805	3	\$ 23,416
	RAM 1500 SSV	\$ 5,948	1	\$ 5,948
Total - All Departments			15	\$ 97,151

WHEREAS, the lease costs will be paid monthly by Car Pool, which will charge the departments back through the Munis General Billing module; and

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

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Car Pool department to replace fifteen (15) vehicles with replacements leased through the County's partnership with Enterprise Fleet Management for a projected total cost of \$97,151.

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

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 07/29/21
Re: Resolution Authorizing FY 2022 Vehicle Replacements Leased through the County's Partnership with Enterprise Fleet Management – Car Pool

The Livingston County Car Pool Department is requesting authorization to replace fifteen (15) County-owned vehicles with new vehicles leased through Enterprise Fleet Management, per the agreement authorized under Resolution 2019-09-128. These vehicles were recommended for replacement based on age, mileage, and other factors as determined by Enterprise and Car Pool.

All vehicles will be on 60-month lease terms with no mileage caps, and departments may retain the leased vehicles without penalty after the lease term has ended. The leased vehicles will be titled by Enterprise and returned to Enterprise for resale upon lease termination, with the County entitled to the remaining equity which will be applied to the subsequent lease to reduce the monthly payment (less a \$375 per vehicle remarketing fee).

The annual lease costs have been included in the departments' FY 2022 Level 2 Auto Leasing budgets at a total cost not to exceed \$97,151 per the attached list. The lease costs are paid monthly by Car Pool, which charges the departments back through the Munis General Billing module for the lease costs and other vehicle expenses.

The Enterprise program allows the County to leverage additional manufacturer's incentives in combination with government fleet pricing. It also includes a Full Maintenance Program for leased vehicles that covers routine preventive maintenance items and unexpected mechanical repairs for a fixed monthly fee over the lease term (Sheriff's pursuit vehicles are not eligible). This program facilitates more consistent budgeting for maintenance and repairs which are difficult to predict, particularly after the manufacturer's warranty expires.

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

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

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 to Complete Phase 2 of the Deputy Assigned Vehicle Program - Car Pool

WHEREAS, the Sheriff's Office Field Services Division had fifty (50) authorized vehicles in its fleet as of 2020, twenty-six (26) of which were patrol units; and

WHEREAS, the department proposed a Deputy Assigned Vehicle (DAV) program in which Road Patrol deputies are assigned individual patrol cars rather than shared cars that are operated round the clock; and

WHEREAS, the DAV proposal includes a total increase of fourteen (14) patrol vehicles over a period of three years to fully implement the DAV program, and the first five (5) were authorized in 2021 under Resolution 2021-02-019; and

WHEREAS, the department is requesting authorization to increase the fleet by an additional five (5) vehicles in 2022 to complete Phase 2 of the program; and

WHEREAS, all costs associated with the fleet expansion, including lease payments for the new vehicles, will be included in the Sheriff's Office Field Services Division 2022 Level 2 Auto Leasing budget request.

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-five (55) to sixty (60) in 2022.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 07/28/2021
Re: Resolution Authorizing an Increase in Total Authorized Vehicles for the Sheriff's Office Field Services Division to Complete Phase 2 of the Deputy Assigned Vehicle Program - Car Pool

The Sheriff's Office presented its Deputy Assigned Vehicle (DAV) program to the Public Safety Committee on January 19, 2021. The purpose of the DAV program is to assign each Road Patrol deputy his or her own vehicle, which has several advantages over the shared vehicle model in which patrol cars are operated round the clock.

The Sheriff's Office Field Services Division had fifty (50) authorized vehicles in its fleet as of 2020, twenty-six (26) of which were patrol units. The DAV proposal includes a total increase of fourteen (14) patrol vehicles over a period of three years to fully implement the DAV program, and the first five (5) were authorized in 2021 under Resolution 2021-02-019.

The purpose of this resolution is to request authorization to increase the fleet by an additional five (5) vehicles in 2022 to complete Phase 2 of the program.

All costs associated with the fleet expansion, including lease payments for the new vehicles, will be included in the Sheriff's Office Field Services Division 2022 Level 2 Auto Leasing budget request.

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 an Agreement with Merit to Provide Citizen Enabled Broadband Data Collection Services - Information Technology

WHEREAS, Livingston County has a need for an assessment of broadband services to the residents; and businesses of Livingston County; and

WHEREAS, Livingston County currently has no accurate data to build upon from the Broadband providers nor a method of assessing Countywide broadband services; and

WHEREAS, there is a need within Livingston County for broadband services for all residents and businesses; and

WHEREAS, in accordance with the County's Purchasing Policy a sole source award is being requested based on a proposal obtained from the current Livingston County technology partner Merit to survey broadband availability and speeds directly from our residents and businesses; and

WHEREAS, Merit of Ann Arbor, Michigan has submitted a proposal that will provide the Citizen Enabled Broadband Data Collection at the cost of \$55,550, and an additional \$15,000 in supplemental marketing is recommended for the purpose of community engagement and outreach to be purchased by Livingston County; and

WHEREAS, the project is expected to be completed before the end of Q1 2022; and

WHEREAS, funding for the project is available through the American Recovery Plan Act dollars the County has received.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Merit for Citizen Enabled Broadband Data Collection project at the rate of \$55,550 and authorizes \$15,000 in supplemental marketing is recommended for community engagement in support of the Citizen Enabled Broadband Data Collection for services described above, and that the funds to support this project not to exceed \$80,559 be taken from the County's American Recovery Plan Funds.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendments needed to effectuate this agreement.

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:

RESOLUTION NO:

PAGE: 2

SECONDED:

CARRIED:

**Livingston County
Information Technology
Department**

Report

To: Livingston County Board of Commissioners, Livingston County Administrator - Nathan Burd, Livingston County Deputy Administrator & Chief Financial Officer - Cindy Catanach

From: Kristoffer Tobbe
Livingston County Chief Information Officer

Date: July 28, 2021

Re: Livingston County Information Technology Department: Broadband speed & services survey to be performed by MERIT Networks

Request for approval of Citizen Enabled Broadband Data Collection for Livingston County

The Livingston County Information Technology Department in conjunction with Livingston County Administration are requesting Livingston County Board of Commissioners approval to move forward and begin a Livingston County wide broadband data collection project.

This project will begin to assess the full aspect of the need for broadband service for Livingston County residents and businesses. An accurate assessment of the current service levels of our current broadband environment must be done. Current Federal Communication ~~Commissions~~Commission's maps and data that are supplied by the carriers or broadband services are known to contain inaccurate data. This assessment will deliver an accurate data set for current broadband access for our Livingston county residents and businesses. With the help and contribution of our residents and businesses this data set can become a foundation in Livingston County's broadband planning process.

Our Livingston County Team has collaborated with current organizations like Lyndon Township, Washtenaw County, SEMCOG, and MERIT Networks, to set up a countywide digital survey that will deliver a data set that measures internet speed of those surveyed, gauges the levels of internet service that may be needed and the address of those taking the survey. This will

develop an image of what internet speed is available and what internet providers are providing service in specific areas of Livingston County.

This project would take an estimated 18 to 32 weeks from start to finish.

The Summary of the services contained in the proposal

Pre-Survey Consulting Scope of Work

- Standardized survey and speed test – design, deploy, maintain
- Customized website design & deployment
- Community communications materials development
- Supportive community partner engagement including strategy, planning & execution support
- Customized community marketing plan and asset development
 - Marketing plan
 - Press release
 - Consumer communications
 - Community partner communications
 - Web & social media assets
 - Local ad assets & ad buys
- 3-5 planning/work session meetings needed with local project leaders

Data Collection

- Following launch, KPI (Key Performance Indicators) checks will be implemented to monitor community response and responded accordingly (deploying additional assets as needed)
- Weekly community response dashboard updates
- Data collection typically runs 6 weeks

Post-Survey Consulting Scope of Work

- Executive Findings report
- Additional outputs & analysis: Visualizations via graphs, maps, charts (Qty 15-20)
- GIS files (can also support any integration to local instance or merger of local data into Merit analysis)
- Fully merged and cleaned database
- Community Presentation

About our Partner Merit

Merit Network is a non-profit, Member-owned organization governed by Michigan's public universities. Founded in 1966, Merit owns and operates America's longest-running regional research and education network. After 50 years of innovation, Merit continues to provide high-performance services to the educational communities in Michigan and beyond.

Merit's Mission

Merit's mission is "connecting organizations and building community." We provide network, security and community services to member organizations that help make our society a better place to learn, discover, work and live – while upholding the principles of an open internet.

A sample listing of the questions is provided below. (These exact questions may or may not be used in the actual survey.)

- Please indicate if this is a business or a residential property.
- Address line 1
- City
- State
- ZIP Code
- More people in a home can increase the need for faster Internet. How many people currently live at this address?
- Children who attend school often have an increased need for home Internet access. How many people currently living at this address are under the age of 18?
- How many people living at this address currently take college or university courses (even if those courses are not online)?
- In some situations, having a computer motivates the desire to have Internet access at home. If any, how many working computers/laptops/Chromebooks do you have at home?
- How many tablets do you have at home? (e.g., iPad, Kindle, Android tablet)
- Are you completing this survey over a Wi-Fi connection?
- To the best of your knowledge, how do you currently get Internet access at this property? Choose one.
- To the best of your knowledge, approximately what speed does your Internet service provider promise you?
- Overall – considering performance, cost, and any other factors – how satisfied are you with this Internet service provider? Choose one.
- Please provide your email address, so that we may follow up with additional information or questions if needed.
- TAKE THE SPEED TEST and submit the information

Other questions for consideration may include:

- Who is your current Internet provider?

- What do you currently pay for Internet
- What does Affordable Broadband or Internet mean to you
- How far from your main Utility Power lines (Poles) or Road is your Residence or Business?

Survey Marketing

Successful education and marketing of the Broadband Survey along with the importance of broadband to our community is critical for ensuring sufficient data is collected from our residents. Many of our residents may not fully understand what broadband services entail and what benefits they may receive from its access. Plain language messages coupled with a focus on examples of improvements to daily life will motivate our public to complete the survey, thus giving us a better look at the current status of our County and evaluate what is possible.

Within Merit's Data Collection Scope of Work are a number of marketing efforts that are tried and true. Merit's customizable Communications and Promotions Plan will be utilized to maximize community reach. Items within the Plan include a customized website, local media advertisements and logistics, and postcard mailings. Allison Nalepa, Livingston County's Communication Manager, will assist Merit in the customization of marketing efforts and incorporate messages of the survey into the County's current communication avenues.

Additional marketing efforts paid for directly by the County would result in additional community reach and increased data collection. Up to \$15,000 could be allocated towards local media advertisements, signage, or digital advertisements.

Useful links

About Merit

<https://www.merit.edu/about/>

THE MICHIGAN MOONSHOT- Expanding Community Networks in Michigan

<https://www.merit.edu/community/moonshot/>

<https://www.youtube.com/watch?v=hnMn1GbPfCc>

<https://survey.michiganmoonshot.org/>

Current purchase pricing

Livingston County Information Technology Pricing Summary				
Merit Broadband Survey				
Product				
	Quantity		Final Negotiated pricing	Proposed CIP 2021 -2026 Budgeted Amount
Data Collection & Marketing Support, Consumer communication & promotions plan, Community Partner Program, Logistics, Engagement coordination, weekly progress updates, Logistics, Engagement coordination, weekly progress updates, Output: Cleaned, Standardized Web Survey - Unserved Served (Mobile responsive) Standardized Web Survey - Served (Online) merged database, basic visualizations, Public Participation Digital Dashboard	1		\$ 7,000.00	ARPA Funding
Customized Landing Page Website	1		\$ 1,000.00	ARPA Funding
Marketing Support - Ad Placement logistics	1		\$ 1,500.00	ARPA Funding
Local Media and Ad Purchases	1		\$ 10,000.00	ARPA Funding
Postcards	1		\$ 6,000.00	ARPA Funding
Additional Services - Survey Augmentation	1		\$ 1,250.00	ARPA Funding
Data Collection Outputs: Executive Findings Report, Data Analysis findings, Full visualizations (Qty 15-20) maps, graphs, charts, Community Findings Presentation	1		\$ 19,000.00	ARPA Funding
COMPANION SURVEYS				ARPA Funding

Mail Survey Qty 10,000: Setup & deployment	1		\$ 11,000.00	ARPA Funding
Text Qty 10,000: Setup & deployment	1		\$ 1,800.00	ARPA Funding
Phone Survey Qty 0: Setup & deployment	1		\$ 5,000.00	ARPA Funding
Livingston County Merit Partnership Discount	1		\$ (8,000.00)	ARPA Funding
Merit Survey Subtotal	1		\$ 55,550.00	ARPA Funding
Additional recommended costs				
Additional Livingston Engagement and Marketing	1		\$ 15,000.00	ARPA Funding
Totals			\$ 70,550.00	ARPA Funding

Recommendation

At this time, we are recommending that the Livingston County Board of Commissioners authorize County Information Technology Staff and Administration to move forward with the attached MERIT proposal for a citizens and business broadband survey, to gauge broadband speed and access throughout Livingston County for its citizens and businesses.

Funding Recommendation:

It is recommended that funding for this project come from the Livingston County American Recover Plan Act funding, as Broadband is an acceptable allocation of those dollars.

Optional funding recommendation

Livingston County has the option to apply for the 2022 SEMCOG FY22 Planning Assistance Program. This grant if awarded could be a maximum of \$40,000.00 (reimbursable)

- SEMCOG would issue a call for projects in July, with applications due in August/September; and awards in October of 2021
- If funds are provided, the planning work could begin immediately (following a signed contract/agreement)
- The funding would be from Oct 1, 2021 – Sept 30, 2022 (This coincides with our Broadband survey)

Merit Proposal - Statement of Work

Citizen Enabled Broadband Data Collection – Livingston County

The following document provides important information related to the 2021 broadband access data collection effort for Livingston County.

The Michigan Moonshot initiative, led by Merit Network, has been identified by the county as a valuable platform for resources to support this effort. This collaboration is supported by faculty researchers at the James H. and Mary B. Quello Center at Michigan State University.

High-speed Internet connections are not equally accessible to everyone and the methods currently used to measure the speed and reach of broadband are less than optimal. Estimates are particularly problematic in underserved areas such as rural and economically distressed urban locations of the United States, as illustrated by research on Detroit. Current broadband data collection applies procedures and standards that often result in inaccurate results which make investment, interventions, and policy decisions more difficult. Considering that any source of data will have strengths and weaknesses, leveraging multiple sources of measurement can advance the quality of input to inform decision making. Specifically, data sources such as FCC Form 477 can be analyzed in conjunction with new consumer-sourced data to improve the accuracy of broadband availability information and enable researchers to identify areas where access or speed appears to be under - or - over estimated. Other information relevant for policy makers seeking to address pressing problems like the homework gap, including the number of school aged children in a household, are typically not available or not linked to broadband data.

The Merit Network Michigan Moonshot's unique approach leverages citizen-driven household access data through a partnership between the Quello Center at Michigan State University and the Merit Network. Merit Network, with its deep expertise in advanced networking and more than 700 connections to Michigan's community anchor, government, and non-profit institutions, is in a unique position to catalyze unserved communities towards achieving broadband access. The Quello Center is affiliated with the Department of Media and Information in the College of Communication Arts and Sciences at Michigan State University. Researchers at the center have a track record of researching broadband access to develop solutions that can help overcome digital divides. They also bring a rigorous understanding of data collection analysis and survey methodology to this project.

The Data Gap. Challenges that undermine sound decision making and appropriate funding application include: the granularity and level of measurement of collected information, the use of data (such as FCC Form 477 filings) that was not primarily collected to measure broadband availability, and the over-reliance on Internet Service Providers (ISPs) as the major source of the data. For example, current standard measurements are aggregated to the census block level or higher, often misrepresenting the availability of broadband. These challenges can be overcome by collecting on-the-ground, consumer-sourced data.

A Novel Approach to Data Collection. This design for data collection builds on collaborative network organizations (CNOs), often used in citizen science, to uniquely leverage (1) networks of stakeholders (i.e., Merit and other participating Research and Education Networks) to manage the gathering of data from

users across the nation; (2) a partnership with academic researchers that allows for quality control (identifying and correcting problematic data) and sophisticated analyses using multiple sources and forms of data; (3) data collection through a user-friendly web app for those with Internet services at their property and companion surveys for participants without Internet services at the property surveyed.

This will allow the flexible collection from multiple devices, fixed or mobile. This project will collect both speed test data and user provided household broadband access and availability information. Tools and development run by the scientific community and The Measurement Lab (M-Lab) will be leveraged. M-Lab is an open, distributed platform on which researchers deploy Internet measurement tools.

Data Stewardship. Merit Network will be responsible for data management related to this project during collection. The speed test portion of data will be sent to the M-Lab open data repository and the survey data will be stored in a separate database that is maintained and archived in a secure, password-protected repository on Merit Network servers. Livingston County shall maintain unlimited access and all rights to the information gathered from this survey. Merit does retain the ability to use anonymized data related to this research project in perpetuity.

Expected Benefits.

- Provide a resource to challenge currently employed household access maps that drive state and federal investment decisions. Provide a mechanism for the County to challenge census blocks that may currently be indicated as “served,” thus making them ineligible for some funding channels.
- Catalyze communities to help drive change. A small community investment in this data collection project will help drive granular level data, which presents a gap in existing data sets.
- Quantify broadband Internet availability and demand through the creation of crowdsourced broadband assessment tools and demand aggregation maps. This will create a better understanding of the financial risk for infrastructure investment decisions with clear indicators of broadband gaps/need and adoption probabilities.
- Through the process of collecting access, availability and adoption data, communities will strengthen their focus on developing an ecosystem of elected officials, community anchor institutions, private sector organizations, broadband champions, and citizens who are committed to increasing connectivity within their area. Together this coalition will uphold a commitment to moving the needle forward on digital access and equity within the community.

Summary of Services

Pre-Survey Consulting Scope of Work

- Standardized survey and speed test – design, deploy, maintain
- Customized website design & deployment
- Community communications materials development
- Supportive community partner engagement including strategy, planning & execution support
- Customized community marketing plan and asset development
 - Marketing plan
 - Press release
 - Consumer communications
 - Community partner communications
 - Web & social media assets
 - Local ad assets & ad buys
- 3-5 planning/work session meetings needed with local project leaders

Data Collection

- Following launch, KPI checks will be implemented to monitor community response and responded accordingly (deploying additional assets as needed)
- Weekly community response dashboard updates
- Data collection typically runs 6 weeks

Post-Survey Consulting Scope of Work

- Executive Findings report
- Additional outputs & analysis: Visualizations via graphs, maps, charts (Qty 15-20)
- GIS files (can also support any integration to local instance or merger of local data into Merit analysis)
- Fully merged and cleaned database
- Community Presentation

Example Project Timeline

Pre Survey Activity	Data Collection	Post Survey Activity
8-12 WEEKS	6-12 WEEKS	4 WEEKS
<p>Quotes/agreements</p> <p>Preliminary planning activities</p> <p>Create stakeholder communication materials</p> <p>Engage with decision makers via Taskforce</p> <p>Finalize planning activities & schedule resources</p> <p>Engage with municipal partners to prepare for citizen concerns/questions</p> <p>Launch community partner engagement</p> <p>Organize community partners</p> <p>Review execution timelines</p> <p>Refine outputs scope</p> <p>Conduct weekly project team meetings – internal + external with community project leads</p>	<p>Launch consumer marketing and communications plan</p> <p>Provide weekly progress reports re: survey participation</p> <p>Provide consistent evaluation of participation, adjust as needed to promote maximum participation</p>	<p>Clean data</p> <p>Merge databases</p> <p>Generate outputs</p> <p>Conduct analysis</p> <p>Executive findings report</p> <p>Community presentation</p>



Merit Network, Inc.
880 Technology Drive, Suite B
Ann Arbor, MI 48108
t.734-527-5700 f.734-527-4125
www.merit.edu

July 16, 2021

**Broadband Access & Availability Data Collection Services Fee Schedule
Livingston County**

Member:

ATTN: Kris Tobbe
Livingston County
200 East Grand River
Howell MI 48843-7041

Prepared By:

Rob McSwain
989.419.6577
rmcswain@merit.edu

Broadband Access Data Collection		
Service Agreement Number: 20210716-PROSERV-37538-RM-1		
	One-Time	Recurring
<u>BASE DATA COLLECTION SCOPE OF WORK</u>		
Data Collection & Marketing Support		
Consumer communication & promotions plan		
Community Partner Program		
Project Management: Logistics, Engagement coordination, weekly progress updates		
Output: Cleaned, merged database, basic visualizations	\$ 7,000	
Standardized Web Survey - Served (Online)		
Standardized Web Survey - Unserved Served (Mobile responsive)		
Public Participation Digital Dashboard		
Customized Landing Page Website	\$ 1,000	
Marketing Support - Ad Placement logistics	\$ 1,500	
Local Media and Ad Purchases	\$ 10,000	
Postcards	\$ 6,000	
Additional Services - Survey Augmentation	\$ 1,250	
Data Collection Outputs		
Executive Findings Report		
Data Analysis findings	\$ 19,000	
Full visualizations (Qty 15-20) maps, graphs, charts		
Community Findings Presentation		
Subtotal	\$45,750	\$0

Notes:

* This quote is valid for 90 days from the date issued
**Companion survey pricing is dependent on method selected. Web surveys are included in base pricing as quoted. *Pricing Per Household:*
Web Survey \$0, SMS Text - \$0.18 per HH,
Postcards - \$0.30 per HH, Phone - \$0.50 per HH,
Mail - \$1.10 per HH

Service Discount (if applicable) - \$8,000

Total Merit Service Fees \$37,750

COMPANION SURVEYS

*** Companion surveys are imperative to engage unserved communities, though they add significant expense to the data collection process. As part of the base data collection quoted above - lightweight web surveys (mobile responsive) are INCLUDED in the base pricing. Provided below are additional companion surveys, we've provided assumed figures for supportive companion surveys via mailed paper surveys, postcards and phone. Refined figures to be scoped accordingly, once awarded. All prices are one-time. NOT ALL MEDIUMS WILL BE USED, pricing provided as a suggested quantity that would be effective in promoting participation from unserved community members that cannot/will not engage with a digital survey only.*

Mail Survey Qty 10,000: Setup & deployment	\$ 11,000
Text Qty 10,000: Setup & deployment	\$ 1,800
Phone Survey Qty 0: Setup & deployment	\$ 5,000
Anticipated medium overlap	\$ -

Total Project, Not to Exceed Costs \$55,550

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: July 28, 2021

Resolution Authorizing the Reorganization of the Livingston County Information Technology Department– Information Technology

WHEREAS, there is a great need for increases in the advancement of information technology projects, services and applications to support and enhance Livingston County operations; and

WHEREAS, there are strategic goals and initiatives surrounding technology advancements laid out for Livingston County; and

WHEREAS, COVID 19 has necessitated these technology advancements; and

WHEREAS, The Livingston County Information Technology department is requesting a department reorganization that will add two essential technical roles to the team, expanding the technology team's ability to deploy more technology to meet the strategic goals of the Board of Commissioners, County departments and stakeholder, and

WHEREAS, this request also includes re-aligning reporting structures for three County Information Technology department members to better align to the strengths of the teams and the supervising team members: and

WHEREAS, the creation of the Information Technology Project Coordination Specialist and Application Support Analyst positions were approved by the Personnel Committee at a Grade 9. Estimated 2021 cost at a Step 1 is \$58,793 for wages per position annually; and

WHEREAS, up to \$60,000 can come from within the current year Information Technology department budget through budget transfers; and

WHEREAS, the department requests the reporting re-alignment of the Senior Public Safety Technician and the Public Safety technician from the Infrastructure Manager to the Network Administrator; and

WHEREAS, the department requests the reporting re-alignment of the Enterprise Resource Planning (ERP) Administrator from the Chief Information Officer to the Systems Manager.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the reorganization of the Livingston County Information Technology Department and to authorize and fill the addition of a full-time Information Technology Project Coordination Specialist and Application Support Analyst positions at a Grade 9 position to better meet the strategic goals of the County, to address COVID 19 demands, and to address succession planning within the department, and to realign the positions of the Senior Public Safety technician and the Public Safety technician from the Infrastructure Manager to the Network Administrator; as well as the reporting re-alignment of the Enterprise Resource Planning (ERP) Administrator from the Chief Information Officer to the Systems Manager;

	<u>Position Description</u>	<u>FTE</u>	<u>Grade</u>
New	IT Project Coordination Specialist	1.0	9
New	Application Support Analyst	1.0	9

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize any necessary supplemental appropriation to effectuate the above.

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MOVED:

SECONDED:

CARRIED:

**Livingston County
Information Technology
Department**

Report

To: Livingston County Board of Commissioners, Livingston County Administrator - Nathan Burd, Livingston County Deputy Administrator & Chief Financial Officer - Cindy Catanach

From: Kristoffer Tobbe
Livingston County Chief Information Officer

Date: July 19, 2021

Re: Livingston County Information Technology Department: Reorganization Request

Request for approval Livingston County Information Technology Department Reorganization Plan

The Livingston County Information Technology department is requesting a department reorganization that will add two essential technical roles to the team, expanding the technology team's ability to deploy more technology to meet the strategic goals of the Board of Commissioners, County departments and stakeholder, as well as re-aligning reporting structures for three County Information Technology department members to better align to the strengths of the teams and the supervising team members.

Position 1: PROJECT MANAGEMENT COORDINATION SPECIALIST

- **Estimated wage scale: Level 9 Steps 1 – 7 standard (\$58,793 - \$72,020)**
- **Fully Burdened year 1 projection \$92,940.00**
 - **(all costs for the position = salary + regular benefits +pension)**

A need for additional project management support within the Information Technology team has been an ongoing need for the department that has been projected for over three years. The need for greater outreach and updates to stakeholders (Departments; Elected Officials and Community Stakeholders) for the purposes of documenting technology need and assisting in facilitating project progress reports back to the stakeholders on department specific projects. This role will assist the C.I.O. in these processes and work within a standardized project management framework for technology project work. This will allow the more technical team members to stay focused on the large workload on the information technology team now and into the future.

Additionally, this role will take on a number of administrative activities currently dispersed throughout the Information Technology team, and act as a central point of coordination for the procurement process from the technology side before handing the process off to the Fiscal Services team for final procurement and budgetary review.

Position Summary:

Under the supervision of the Chief Information Officer, assists in planning, coordinating, implementing and finalizing projects according to the specifications and deadlines. Tracks project staff activities and contractor or other resources according to the overall project scope of work. At the start of each new activity, helps capture the definition of the project's objectives, and schedules, identifies key project milestones, and oversees quality control throughout the project. Supports project delivery processes at the County by attaining resources and coordinating internal team members and third-party contractors and/or consultants – including the identification, assessment, and communication of project risks and the ongoing communications with the Information Technology management team regarding project status and project critical success factors. Develops communication strategies to disseminate technology policies and information to stakeholders. Assists in general clerical and administrative activities in support of Information Technology operations.

Referenced appendices:

- TABLE A - LIVINGSTON COUNTY - POINT TOTALS FROM CLASSIFICATION ANALYSIS PROCESS OF MAY 21, 2021
- Municipal Consulting Services LLC – Letter dated May 21, 2021 - in regard to your request for our firm to conduct a classification analysis for the new position of Project Management Coordination Specialist

Position 2: Application Support Analyst

- **Estimated wage scale: Level 9 Steps 1 – 7 standards (\$58,793 - \$72,020)**
 - **Fully Burdened year 1 projection \$92,940.00(all costs for the position = salary + regular benefits +pension)**

A significant need for application (program) support has existed in the Livingston County Information Technology department for over seven years. The Livingston County Application team currently consists of (1) Systems Manager (Diane Gregor) two Developers (1 Database, 1 strictly OnBase Administration) this team of two persons is responsible for the management, support, development and integrations of over 100+ application for the County. We are fortunate that Diane has 48 years-worth of experience with the County and has been here since the deployment of many of our legacy applications that we are currently required to keep, develop, and maintain (AS400-Courts & Sheriff's Office, Laserfiche- Prosecutors Office, Etc.) There is a growing desire within the County both strategically and directly to enhance the application portfolio and modernize our applications. Our Information Technology team is often (monthly and weekly) receiving requests for new applications from departments (often with brief advance notices). The applications must be evaluated for security, fit into the current County software portfolio, estimates on time to deployment & implementation, as well as complicated aspects like application data integration. A significant backlog of support and evaluation has occurred over the years and has contributed to over taxing our Systems Manager and Application Developer.

This new position, will assist in the role of supporting and maintaining of the applications, data integration projects, as well as the support of the document imaging systems and the numerous databases. Allowing, the Systems manager to allocate time and resources to legacy application transfer, new application requests and overall management of the systems.

Position Summary:

Under the supervision of the Application Manager, The Application Support Analyst will assist with the application support intake and issue evaluation process. As 1st and 2nd level responder, the Application Support Analyst will troubleshoot incidents and actively work to resolve them or escalate as appropriate. responsible for providing expertise and technical knowledge, answer inquiries and resolve issues, and escalate or close tickets as necessary, as they relate to key software applications.

The Application Support Analyst will develop in-depth knowledge of operational business processes, software applications used to support them, and data flows across the business process as well as develop the SQL skills necessary to acquire and analyze information. Plan, and implement County applications or enhancements including researching and analyzing department needs, modifying existing programs, assisting in the conversion of data and systems, and preparing appropriate documentation in accordance with established methods and procedures;

Referenced appendices:

- TABLE A - LIVINGSTON COUNTY - POINT TOTALS FROM CLASSIFICATION ANALYSIS PROCESS OF July 17, 2021
- Municipal Consulting Services LLC – Letter dated July 17, 2021 - in regard to your request for our firm to conduct a classification analysis for the new position of Application Support Analysts- IT

Position Reporting Re-alignments

- Re-aligns the reporting structure of the position of ERP Enterprise Planning Administrator
 - from the Chief Information Office to the
 - Systems Manager to better fit with in a systems management standard and Application support model
 - Net Budget impact \$0
- Re-aligns the reporting structure of (2) positions
 - Senior Public Safety Technology Specialist
 - Public Safety Technology Specialist
 - From the Infrastructure Manager to the Network Administrator to utilize the 6+ years in public safety technology support and management
 - Net Budget Impact \$0

Budgetary Summary:

- **Resources from Current 2021 Livingston County Information Technology Budget \$30,000 (Contracted services)**
 - **9/1 start date is \$50,384. Assuming a 9/1 start date**
 - **Net year 1 request: +\$20,384**
- **Net overall budget impact annually projected fully burdened (all benefits and pension) + \$185,850**

LIVINGSTON COUNTY JOB DESCRIPTION

PROJECT MANAGEMENT COORDINATION SPECIALIST - IT

Supervised By: Chief Information Officer

Supervises: No supervisory responsibility

FLSA Status: Exempt

Position Summary:

Under the supervision of the Chief Information Officer, assists in planning, coordinating, implementing and finalizing projects according to the specifications and deadlines. Tracks project staff activities and contractor or other resources according to the overall project scope of work. At the start of each new activity, helps capture the definition of the project's objectives, and schedules, identifies key project milestones, and oversees quality control throughout the project. Supports project delivery processes at the County by attaining resources and coordinating internal team members and third-party contractors and/or consultants – including the identification, assessment, and communication of project risks and the ongoing communications with the Information Technology management team regarding project status and project critical success factors. Develops communication strategies to disseminate technology policies and information to stakeholders. Assists in general clerical and administrative activities in support of Information Technology operations.

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. Operates in a confidential manner while working on sensitive technology projects and sensitive data.
2. Drafts, updates and maintains project scope, project charter, resource budgets, and project schedule documents for assigned projects.
3. Routinely communicates project status, resource utilization, and high-level project schedule to executive management and related project team members.
4. Facilitates documentation of requirements from internal and external stakeholders to ensure commitment and understanding of scope by all participants.
5. Provides day-to-day support including project initiating, coordinating, scheduling, preparing agendas, tracking follow-ups actions, and documenting meeting activities.

6. Ensures that necessary parties (staff, vendors, and stakeholders) are included to accomplish the meeting agendas, goals, and the project's milestones or deliverables.
7. Works with participating organizations to serve as the primary day-to-day contact to facilitate communications and coordinate project activities.
8. Helps manage and track the work of approved vendors, vendor contracts, vendor Statements of Work (SOWs) and vendor deliverables.
9. Assists in developing and documenting related policies and procedures.
10. Schedules, attends/participates in project management calls and related project meetings as directed.
11. Provides leadership for the IT Strategic Planning process. Directs work-group projects and identifies, develops, and executes communication strategies to implement action items to necessary stakeholders.
12. Establishes key performance indicators and other success metrics to effectively perform analysis of the department and creates internal benchmarks using key metrics, analytics, and surveys.
13. Assists in preparing various reports detailing department operations, statistics, and other department or division information by collecting and compiling data as requested.
14. Provides effective training and education for the department and other County users. Researches and creates training materials and content for software training courses and identifies on-demand training videos.
15. Serves as a resource to IT staff assisting with standard office duties and responsibilities. Assists with coordinating department activities, such as tracking work, accounts payable or receivables, processing files or applications, relaying communications, providing customer service, researching information, and providing related support.
16. Performs technology research assistance for the CIO.
17. Investigates and resolves receiving and invoicing discrepancies, proactively managing receipt dates. Works to resolve issues regarding lost and damaged products. Manages all aspects of assigned vendors, back-orders, ETA's, RMA's for damaged products and warranty claims. Serves as vendor relations expert
18. Performs other duties as assigned

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:

- Bachelor's Degree or three years of relevant work experience. Master's Degree Preferred.
- Minimum PMP Coordination Certification required and willingness to pursue project management certification.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Michigan Vehicle Operator's License.
- Skill in effectively communicating ideas and concepts orally and in writing.
- Demonstrated project management, and collaborative and customer service skills.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors for the County, representatives of other governmental units, professional contacts, elected officials, and the public and vendors.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Ability to maintain confidentiality requirements.
- Skill in assembling and analyzing data and preparing comprehensive reports.
- Considerable knowledge of office procedures, and administrative support techniques.
- Skill in the use of office equipment and technology, including Microsoft Office applications, and the ability to learn the County's financial and management information applications.

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.

LIVINGSTON COUNTY

DATE: July 21, 2021

Resolution Authorizing the Grade Placement of the Newly Created Project Management Coordination Specialist - [Information Technology]

WHEREAS, Livingston County Information Technology wishes to create a Project Management Coordination Specialist position that will function as a business analyst for Information Technology in assisting with project definition, planning, coordination, tracking, reporting, meetings and oversight; and

WHEREAS, the position will be assigned to particular projects and will assume the responsibility for realizing a successful process and outcome through quality control. The incumbent will provide day-to-day support with a focus on establishing and maintaining effective communication channels, facilitating a collaborative process, documenting project needs and attainment, ensuring compliance and providing feedback and project status reports to both stakeholders and the CIO.; and

WHEREAS, this position has been evaluated by Municipal Consulting Services, LLC., who is recommending the Project Management Coordination Specialist position be classified at the non-union Grade 9; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the grade placement of the newly created Project Management Coordination Specialist at the non-union Grade 9.

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NOTE: This job analysis needs only Personnel Subcommittee approval and does not need to move forward to any other committee. The resolution to create the new position of Project Management Coordination Specialist will need Board approval under separate resolution.

MUNICIPAL CONSULTING SERVICES LLC

May 21, 2021

Ms. Jennifer Palmbos
Director of Human Resources/Labor Relations
Livingston County
304 East Grand River Avenue, Suite 205
Howell, MI 48843

Dear Ms. Palmbos,

This letter is in regard to your request for our firm to conduct a classification analysis for the new position of Project Management Coordination Specialist - IT in the Livingston County organization. In completing the classification analysis for this position I have performed the following tasks:

- Reviewed job-related information including a job description containing a summary of job duties submitted by the Chief Information Officer.
- Spoke with the Chief Information Officer regarding particular duties and responsibilities.
- Reviewed information regarding Livingston County's classification and compensation system including job evaluation totals and the grade structure.
- Point-factored the classification utilizing the accumulated understanding of the position, the pay structure and the job evaluation (point factor) plan.
- Developed a recommended pay grade level for the classification.

The results of the classification analysis for the position are included in the attached Table A. The position was evaluated based on ten compensable job factors. These are the same factors and values that were utilized to develop Livingston County's existing pay grade structure.

BACKGROUND FOR THE POSITION OF PROJECT MANAGEMENT COORDINATION SPECIALIST - IT

The Project Management Coordination Specialist - IT classification will function as a business analyst for Information Technology in assisting with project definition, planning, coordination, tracking, reporting, meetings and oversight. The position will be assigned to particular projects and will assume the responsibility for realizing a successful process and outcome through quality control. The incumbent will provide day-to-day support with a focus on establishing and maintaining effective communication channels, facilitating a collaborative process, documenting project needs and attainment, ensuring compliance and providing feedback and project status reports to both stakeholders and the CIO.

The position will also assume responsibility for a wide assortment of administrative responsibilities associated with vendor interactions, accounts payable, file maintenance, parts and product status and damaged or warranted parts. In this sense, the position will have responsibility for both upfront and administrative procedural processes related to project management. More broadly, the position will serve as a resource for IT staff by assisting in customer service and related administrative tasks.

The results of the job evaluation for the position are summarized below.

POINT FACTOR ANALYSIS AND RESULTS

As noted above, I have evaluated the position using the ten point factors which comprise the County's job evaluation plan. The results of this evaluation are summarized in the attached Table A.

In summary, the analysis has resulted in a point total of 2,027 for the Project Management Coordination Specialist - IT. The point total would place the position in grade 9 of the County's pay grade structure.

* * * * *

We have appreciated the opportunity to assist Livingston County in this important classification analysis. Please feel free to contact me at 734.904.4632 if you have questions or wish to discuss the findings and conclusions.

Very truly yours,



Mark W. Nottley, Principal
Municipal Consulting Services LLC

TABLE A
LIVINGSTON COUNTY
POINT TOTALS FROM CLASSIFICATION ANALYSIS PROCESS OF MAY 21, 2021

Classification Reviewed:	1	2	3	4	5	6	7	8	9	10	Recommended Total Points:	Recommended Grade:
Project Management Coordination Specialist - IT	337	360	300	0	360	100	160	350	60	0	2027	9

LIVINGSTON COUNTY JOB DESCRIPTION

APPLICATION SUPPORT ANALYST - IT

Supervised By: Application Manager

Supervises: No supervisory responsibility

FLSA Status: Exempt

Position Summary:

Under the supervision of the Application Manager, assists with the application support intake and issue evaluation process. As 1st and 2nd level responder, troubleshoots incidents and actively works to resolve them or escalate as appropriate. Responsible for providing expertise and technical knowledge, answering inquiries and resolving issues, and escalating or closing tickets as necessary, as they relate to key software applications.

Plans, and implements County applications or enhancements including researching and analyzing department needs, modifying existing programs, assisting in the conversion of data and systems and preparing appropriate documentation in accordance with established methods and procedures.

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 in the support all of Information Technology operations.
2. Operates in a confidential manner while working on complex and sensitive technology projects and data.
3. Establishes and maintains data tables, updates and interprets data for use in report generation and ensures the accuracy and integrity of data used by customers.
4. Extracts data from centralized applications and downloads information from a variety of sources including the internet for analysis and report preparation.
5. Collaborates with others to identify information needs and determine appropriate applications to support those needs. Writes and modifies existing programs for input and retrieval of data.
6. Assists in the support of Electronic Document Management Systems.
7. Assists with the maintenance and support of County hosted applications.

8. Develops Microsoft SSRS or Power BI reports and SharePoint pages and solutions.
9. Assists with writing PowerShell scripts as well as API integrations for complex system integration.
10. Builds web forms and other web application to integrate content with departmental applications.
11. Develops in-depth knowledge of operational business processes, software applications used to support them, and data flows across the business process. Develops the SQL skills necessary to acquire and analyze information.
12. Provides specialized training for assigned area on common desktop applications and/or specific applications that are unique to the area. Assists in the development and maintenance of training materials.
13. Responsible for adhering to the Information Technology Change Control process to identify, document, and obtain authorization for configuration changes.
14. Assists in special projects relating to the conversion of applications or technology and coordinates work with IT professionals responsible for the project
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:

- Bachelor's Degree or 3-5 years of relevant information technology work experience.
- The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Michigan Vehicle Operator's License.
- Collaborative, enjoys working in teams, creative and effective problem-solving skills.
- Demonstrated organizational skills and strong attention to detail
- Demonstrated skills and experience in Microsoft: SQL, SSRS, PowerShell, Power BI, SharePoint, JSON & Python.

- IIS, Apache & web form development experience preferred
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, vendors for the County, representatives of other governmental units, professional contacts, elected officials, and the public, and vendors.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Will be a part of a on call rotation and part of a team that is on call as needed 24 x 7
- Ability to maintain confidentiality requirements.
- Skill in assembling and analyzing data and preparing comprehensive reports.
- Skill in effectively communicating ideas and concepts orally and in writing.
- Thorough knowledge of the principles and practices of providing administrative support for a department.
- Considerable knowledge of office procedures, and administrative support techniques.

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.

MUNICIPAL CONSULTING SERVICES LLC

July 17, 2021

Ms. Jennifer Palmbos
Director of Human Resources/Labor Relations
Livingston County
304 East Grand River Avenue, Suite 205
Howell, MI 48843

Dear Ms. Palmbos,

This letter is in regard to your request for our firm to conduct a classification analysis for the new position of Application Support Analyst – IT in the Livingston County organization. In completing the classification analysis for this position I have performed the following tasks:

- Reviewed job-related information including a job description containing a summary of job duties submitted by the Chief Information Officer
- Spoke with the Chief Information Officer regarding particular duties and responsibilities.
- Reviewed information regarding Livingston County's classification and compensation system including job evaluation totals and the grade structure.
- Point-factored the classification utilizing the accumulated understanding of the position, the pay structure and the job evaluation (point factor) plan.
- Developed a recommended pay grade level for the classification.

The results of the classification analysis for the position are included in the attached Table A. The position was evaluated based on ten compensable job factors. These are the same factors and values that were utilized to develop Livingston County's existing pay grade structure.

BACKGROUND FOR THE POSITION OF APPLICATION SUPPORT ANALYST - IT

The Application Support Analyst – IT is a new position that will have responsibilities related to the intake, evaluation and resolution of computer application problems. In this capacity the incumbent will serve as an important link in the information technology hierarchy, addressing issues requiring moderate levels of IT knowledge, as well as evaluating and determining problem issues that require more senior or team input.

The position will have a level of technical knowledge that is sufficient to respond to user inquiries and problems across a broad spectrum of applications. This will include an understanding of operational business processes, software applications used to support them, and related data flows. The incumbent will develop additional experience in, and further develop

his/her knowledge of SQL to a level necessary to acquire and analyze information pertaining to the County's technology systems.

The position will also provide support to the department in planning and implementing new applications and upgrades and modifications – and converting data and systems to support optimal performance. Summarily, the Application Support Analyst – IT provides an additional level of expertise for the IT operation and a human resource for future development and (ideally) succession planning.

The results of the job evaluation for the position are summarized below.

POINT FACTOR ANALYSIS AND RESULTS

As noted above, I have evaluated the position using the ten point factors which comprise the County's job evaluation plan. The results of this evaluation are summarized in the attached Table A.

In summary, the analysis has resulted in a point total of 1,985 for the Application Support Analyst – IT. The point total would place the position in grade 9 of the County's pay grade structure.

* * * * *

We have appreciated the opportunity to assist Livingston County in this important classification analysis. Please feel free to contact me at 734.904.4632 if you have questions or wish to discuss the findings and conclusions.

Very truly yours,



Mark W. Nottley, Principal
Municipal Consulting Services LLC

TABLE A
LIVINGSTON COUNTY
POINT TOTALS FROM CLASSIFICATION ANALYSIS PROCESS OF JULY 17, 2021

Classification Reviewed:	1	2	3	4	5	6	7	8	9	10	Recommended Total Points:	Recommended Grade:
Application Support Analyst - IT	295	360	300	0	360	100	160	350	60	0	1985	9

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Amend the Agreement with C&S Companies of Livonia, Michigan to Include Construction Administration for the Joint Repair for Taxiways Alpha and Bravo and Associated Connectors - Airport

WHEREAS, the Michigan Department of Transportation, Department of Aeronautics, has advised that they expect to provide funding for the repair of pavement joints for Taxiway A, Taxiway B and associated connectors; and

WHEREAS, the design has been completed and bids for the work were received on June 9, 2021; and

WHEREAS, C&S Companies of Livonia, Michigan has been selected to provide these services; and

WHEREAS, The amount of the agreement is \$28,370.35 and the local share (0.6%) will be \$171.84.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to amend the Agreement with C&S Companies of Livonia, Michigan to include Construction Administration services for the repair of pavement joints on Taxiway A, Taxiway B and associated connectors in the amount of Twenty Eight Thousand Three Hundred Seventy Dollars and thirty-five (\$28,370.35).

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.

#

#

#

MOVED:
SECONDED:
CARRIED:

AMENDMENT NO. 1

PROJECT: Taxiway and Apron Pavement Repairs
 Livingston County Spencer J. Hardy Airport
 Construction Observation & Administration

Federal Project No.: X-XXXX-XXXX-XXXX
County Bid No.: ITB-LC-21-06

This Amendment is made and entered into this date of _____, by and between Livingston County, hereinafter referred to as the "SPONSOR", and C&S Engineers, Inc., hereinafter referred to as the "CONSULTANT".

WITNESSETH: Whereas the SPONSOR and the CONSULTANT have entered into a Lump Sum Consultant Agreement for professional design engineering services dated 02/13/2020 for the undertaking of the above titled project, and the SPONSOR and the CONSULTANT agree to amend said Agreement with this Amendment No. 1 in accordance with the following:

- NO. 1:** Scope of Work - attached hereto, is added and made part of the Agreement.
- NO. 2:** The parties hereto agree that the total lump sum fee payable under this agreement be increased by \$28,370.35
- NO. 3:** Cost Summary - attached hereto, is added and made part of the Agreement.

Except as amended herein the aforementioned Consultant Agreement and all terms and conditions contained therein between the SPONSOR and CONSULTANT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be entered into as of the date set forth above.

SPONSOR

CONSULTANT

LIVINGSTON COUNTY

C&S ENGINEERS, INC.

By: _____

By: _____
Robert J. Koller, P.E.

Title: _____

Title: Service Group Manager

Date: _____

Date: _____

SCHEDULE A

SCOPE OF WORK

Project Title: Taxiway and Apron Pavement Repairs
Airport Name: Livingston County Spencer J. Hardy Airport
Services Provided: Construction Observation & Administration

Project Description:

The CONSULTANT shall provide the following services, including construction contract administration and part-time construction observation, during construction of the Taxiway and Apron Pavement Repairs project. The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and Michigan Department of Transportation (MDOT).

The project includes pavement rehabilitation design and bidding of overband crack sealing of Taxiways A, B, associated connectors and terminal apron and the construction joint rehabilitation of Taxiways A, B, and associated connectors. The anticipated duration of the construction work is 12 calendar days beginning in October 2021.

Services to be provided by the CONSULTANT shall include the following:

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the MDOT during the construction of the Project. Construction Contract Administration includes the following services:

1. Schedule and conduct a pre-construction conference. Prepare and distribute minutes.
2. Schedule and conduct weekly construction coordination meetings. The Resident Project Representative and Project Manager will attend 3 meetings in person. Prepare and distribute minutes.
3. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
4. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
5. Prepare, review, and approve monthly and final payments to Contractor(s).
6. Furnish the SPONSOR and MDOT one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the Resident Project Representative and/or supporting staff based upon Contractor-provided information.
7. Conduct final inspections of the completed Project with the SPONSOR's airport personnel, MDOT, and the Contractor.
8. Prepare 'Sponsor Certification for Construction Project Final Acceptance' and submit to MDOT.
9. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development

or construction of the Project. Payment for this service will be as stated in Article 4 of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by a full-time Resident Project Representative and/or supporting staff who will also:

1. Maintain project records and documentation in accordance with FAA and MDOT Aeronautics Project Engineer's Manual requirements.
2. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the Resident Project Representative and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
3. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
4. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, FAA and MDOT.
5. Collect weekly payrolls for Davis Bacon Act Compliance and review prior to each pay estimate.

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

Inspection: Inspector, 8 days @ 10 hrs/day

Post-Construction: Inspector, 1 days @ 8 hrs/day

END OF SCHEDULE

C&S ENGINEERS, INC.
ARCHITECTURAL/ENGINEERING
WORK SUMMARY

PROJECT: TAXIWAY AND APRON PAVEMENT REPAIRS
 SERVICES: CONSTRUCTION ADMINISTRATION
 CLIENT: LIVINGSTON COUNTY
 CLIENT MGR: MARK JOHNSON

Date: 6/10/21
 Service Group Mgr: Bob Koller
 Facility Manager: Michael Holdwick
 Project Manager: Michael Holdwick
 Project Number: N03.005.001

CONT NO.	PHASE NO.	TASK	CHIEF ENG	ENG	CADD OPER/DES TECH	INSP	DIRECT COSTS	SERVICES BY OTHERS	TOTALS	TOTAL HOURS PER TASK
N03.005.001	100	CONSTRUCTION ADMINISTRATION								
		PRE-CONSTRUCTION CONFERENCE	4			4			\$1,086.56	8
		WEEKLY CONSTRUCTION COORDINATION MEETINGS (ASSUME 3)	12						\$2,125.87	12
		REVIEW SUBMITTALS	4	12					\$2,090.44	16
		REVIEW ALTERNATE METHODS	4	8					\$1,629.84	12
		PAY ESTIMATES (ASSUME 2)	2	4					\$814.92	6
		RECORD DRAWINGS	2		8				\$944.83	10
		FINAL INSPECTION	4						\$708.62	4
		CONSTRUCTION OBSERVATION								
		CONSTRUCTION OBSERVATION/INSPECTION				88		\$1,154.75	\$9,469.27	88
	200									
	300	SBO - CONSTRUCTION TESTING						\$9,500.00	\$9,500.00	
		SBO - CONSTRUCTION TESTING SERVICES								
			32	24	8	92		\$10,654.75	\$28,370.35	156



ARCHITECTURAL/ENGINEERING COST SUMMARY SCHEDULE "B" INSPECTION PHASE

PROJECT NAME: TAXIWAY AND APRON PAVEMENT REPAIRS
PROJ DESCRIPTION TAXIWAY AND APRON PAVEMENT REPAIRS

DATE: 14-Jun-21
A/E: C & S ENGINEERS, INC.
PROJECT NO: N03.005.001
C&S CONTACT: Michael Holdwick

CLIENT: LIVINGSTON COUNTY
CLIENT MANAGER: MARK JOHNSON

I. ESTIMATE OF DIRECT SALARY COSTS:

		MAXIMUM	AVERAGE			ESTIMATED	ESTIMATED
		RATE OF PAY	RATE OF PAY			HOURS	COST
		(\$/HR)	(\$/HR)	@			
TITLE							
A.	SENIOR VICE PRESIDENT	\$140.00	\$137.00	X	0	=	\$0.00
B.	VICE PRESIDENT	\$120.00	\$116.00	X	0	=	\$0.00
C.	SERVICE GROUP MANAGER	\$100.00	\$86.00	X	0	=	\$0.00
D.	DEPARTMENT MANAGER	\$85.00	\$76.00	X	0	=	\$0.00
E.	MANAGING/CHIEF ENGINEER	\$73.00	\$60.00	X	32	=	\$1,920.00
F.	PRINCIPAL ENGINEER	\$75.00	\$65.00	X	0	=	\$0.00
G.	SR. PROJECT ENG/ARCH/ENV SCIENTIST	\$68.00	\$55.00	X	0	=	\$0.00
H.	PROJECT ENG/ARCH/ENV SCIENTIST	\$53.00	\$43.50	X	0	=	\$0.00
I.	SENIOR PROJECT DESIGNER	\$47.00	\$34.50	X	0	=	\$0.00
J.	ENGINEER/ARCHITECT	\$43.00	\$39.00	X	24	=	\$936.00
K.	STAFF ENGINEER	\$38.00	\$35.00	X	0	=	\$0.00
L.	SENIOR DESIGNER	\$33.00	\$30.50	X	0	=	\$0.00
M.	DESIGNER	\$35.00	\$29.00	X	0	=	\$0.00
N.	CADD OPERATOR/DESIGN TECHNICIAN	\$29.00	\$25.00	X	8	=	\$200.00
O.	TECHNICAL ADMINISTRATOR	\$39.00	\$26.00	X	0	=	\$0.00
P.	INTERN	\$25.00	\$19.00	X	0	=	\$0.00
Q.	SENIOR PROGRAM COORDINATOR	\$50.00	\$42.00	X	0	=	\$0.00
R.	GRANTS ADMINISTRATOR	\$44.00	\$30.00	X	0	=	\$0.00
S.	ASSISTANT GRANTS ADMINISTRATOR	\$42.00	\$27.50	X	0	=	\$0.00
T.	MANAGING DIRECTOR	\$98.00	\$94.00	X	0	=	\$0.00
U.	DIRECTOR, TERMINAL	\$93.00	\$89.00	X	0	=	\$0.00
V.	DIRECTOR	\$73.00	\$66.00	X	0	=	\$0.00
W.	ASSOCIATE DIRECTOR, TERMINAL	\$86.00	\$82.00	X	0	=	\$0.00
X.	ASSOCIATE DIRECTOR	\$63.00	\$59.00	X	0	=	\$0.00
Y.	PRINCIPAL CONSULTANT 2	\$61.00	\$54.00	X	0	=	\$0.00
Z.	PRINCIPAL CONSULTANT 1	\$56.00	\$51.00	X	0	=	\$0.00
AA.	SENIOR CONSULTANT 2	\$45.00	\$40.00	X	0	=	\$0.00
BB.	SENIOR CONSULTANT 1	\$42.00	\$39.50	X	0	=	\$0.00
CC.	CONSULTANT 2	\$37.00	\$34.00	X	0	=	\$0.00
DD.	CONSULTANT 1	\$35.00	\$32.00	X	0	=	\$0.00
EE.	PROGRAM MANAGER	\$58.00	\$53.00	X	0	=	\$0.00
FF.	SENIOR/MANAGING ARCHITECT	\$70.00	\$60.00	X	0	=	\$0.00
GG.	SENIOR GIS ANALYST	\$38.00	\$36.00	X	0	=	\$0.00
HH.	GEOLOGIST	\$40.00	\$35.00	X	0	=	\$0.00
II.	ENVIRONMENTAL SCIENTIST	\$64.50	\$37.00	X	0	=	\$0.00
JJ.	SENIOR CONSTRUCTION SUPERVISOR	\$80.00	\$75.00	X	0	=	\$0.00
KK.	CONSTRUCTION SUPERVISOR	\$64.50	\$53.00	X	0	=	\$0.00
LL.	RESIDENT ENGINEER	\$55.00	\$48.00	X	0	=	\$0.00
MM.	CHIEF INSPECTOR	\$54.25	\$37.00	X	0	=	\$0.00
NN.	SENIOR INSPECTOR	\$53.00	\$35.00	X	0	=	\$0.00
OO.	INSPECTOR	\$47.00	\$32.00	X	92	=	\$2,944.00
PP.	JUNIOR INSPECTOR	\$28.00	\$25.00	X	0	=	\$0.00
WW.	SENIOR TECHNICAL ADMINISTRATOR	\$55.00	\$38.00	X	0	=	\$0.00
RR.	SENIOR PROJECT LANDSCAPE ARCHITECT	\$50.00	\$44.00	X	0	=	\$0.00

TOTAL ESTIMATED DIRECT SALARY COST: \$6,000.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -
(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
OF DIRECT SALARY COST):

166.00%

\$9,960.00

III. SUBTOTAL OF ITEMS I & II:

\$15,960.00

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:	14	TRIPS @	80	MILES/TRIP @	\$0.575	=	\$644.00
B.	TRAVEL, ON SITE, BY AUTO:	9	DAYS @	10	MILES/DAY @	\$0.575	=	\$51.75
C.	TRAVEL, BY AIR:	0	TRIPS @	0	PERSONS @	\$0.00	=	\$0.00
D.	PER DIEM:	9	DAYS @	1	PERSONS @	\$51.00	=	\$459.00
E.	CELL PHONE:	0	MONTHS@			\$200.00	=	\$0.00
F.	MISCELLANEOUS:						=	<u>\$0.00</u>

TOTAL ESTIMATE OF DIRECT EXPENSES:

\$1,154.75

V. FIXED FEE (PROFIT, LUMP SUM):

A.	LABOR PLUS OVERHEAD:	11%	(OF III.)	\$1,755.60
B.	DIRECT EXPENSES:	0%	(OF IV.)	<u>\$0.00</u>

TOTAL FIXED FEE:

\$1,755.60

VI. SUBCONTRACTS:

A.	ESTIMATE OF CONSTRUCTION SURVEYS:	\$0.00
B.	ESTIMATE OF CONSTRUCTION TESTING SERVICES:	<u>\$9,500.00</u>

VII. TOTALS:

A.	ESTIMATE OF MAXIMUM TOTAL COST FOR INSPECTION SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	<u><u>\$28,370.35</u></u>
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MATERIALS TESTING CONSULTANTS

June 14, 2021
Proposal No. 15073

C&S Companies
38777 Six Mile Road
Suite 202
Livonia, MI 48150

Attention: Mr. Mike Holdwick

Reference: Proposal for Construction Materials Engineering and Testing Services
Livingston County Spencer J. Hardy Airport Taxiway and Apron Pavement
Repairs
Howell, Michigan

Dear Mr. Holdwick:

We appreciate the opportunity to submit this proposal to provide construction materials engineering and testing services. The scope of the work has been established based on review of the project plans dated May 2021 and applicable project specifications. We have provided herein a description of the scope of work and associated fees. Our general conditions and fee schedule are attached.

The proposed construction generally includes overband crack sealing and pavement repairs on Taxiways A, B and associated connectors. Construction is scheduled to begin in September or October of 2021.

We offer comprehensive engineering and testing services through our in-house staff, including:

- soil and aggregates testing,
- subgrade verification testing,
- concrete field and laboratory testing,
- masonry testing and inspection,
- structural steel fabrication and erection inspection,
- asphalt and pavement engineering and testing,
- roofing or other testing as necessary.

The described services are available through our Construction Materials Testing Division. We are able to provide services related to geotechnical engineering and environmental concerns with support from our other Divisions, as necessary.

800.968.8378

Corporate
693 Plymouth Ave NE
Grand Rapids, MI 49505

Mid Michigan
2385 Delhi Commerce Drive, Suite 3
Holt, MI 48842

Southeast Michigan
253 Dino Drive, Suite B
Ann Arbor, MI 48103

mtc-test.com



Our in-house laboratory fully meets the requirements of ASTM C1077, D3666 and D3740, the standards that set minimum requirements for laboratories conducting tests on concrete and aggregates, bituminous paving materials, soil and rock. We are AASHTO accredited and participate in AASHTO reference sample programs and independent reviews of our internal quality program.

Each year MTC provides service on hundreds of projects throughout Michigan. With an experienced staff, our test drilling support and in-house laboratory capabilities along with our successful completion of thousands of projects, we offer to our clients comprehensive engineering consultation and testing services for almost any size and complexity project.

As evidenced by our Mission Statement, safety is our top priority. We, as a company, hold ourselves to high standards in this area and require adherence from our employees to our safety policies.

We have comprehensive forms of insurance, including workers compensation, automobile, general liability, contractors' pollution liability and professional liability.

SCOPE OF WORK

A proposed scope of work is outlined in this section. All test methods are in accord with ASTM or other indicated procedures for performing the requested testing that includes extraction/gradation and air voids. Standard Project Engineer review of reports will be provided.

Asphalt – Plant

- Perform testing at the supplier's asphalt plant according to the following methods:
 - ASTM D 979 – Standard Practice for Sampling Bituminous Paving Mixtures
 - ASTM D 2041 – Standard Test Method for theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
 - ASTM D 2172 – Standard Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
 - ASTM D 2726 – Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
 - ASTM D 3203 – Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
 - ASTM D 5444 – Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
 - ASTM D 6926 – Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus



FEES AND COST ESTIMATE

Our fees are based on actual quantities and rates in the attached fee schedule. The actual quantity will largely be a function of the contractor's schedule and methods applied. Report processing will be through our MTC Green electronic report distribution system.

Based on the described scope of work, we have estimated the following trip estimates to perform testing at the supplier's asphalt plant:

- Asphalt Plant Inspection – 7 trips, 10 hours each

Based on these projected trips, we estimate a testing budget of approximately \$9,500. This estimate includes all equipment, mileage, and travel with supporting laboratory testing and project engineering supervision.

We appreciate this opportunity to provide this service to C&S Companies. Please do not hesitate to call should you have any questions.

Sincerely,

MATERIALS TESTING CONSULTANTS, INC.

Jeremy Duval
CMET Project Coordinator

Daniel S. Elliott, P.E.
Project Manager

Atts: Fee Schedule
General Conditions



FEE SCHEDULE

PERSONNEL

Principal	\$195/hr	Field/Lab/SST Manager	\$120/hr
Sr. Project Manager	\$170/hr	SST Technician III	\$110/hr
Project Manager	\$150/hr	SST Technician II	\$100/hr
Sr. Proj Eng/Geol/Env Professional	\$145/hr	SST Technician I	\$90/hr
Project Eng/Geol/Env Professional	\$130/hr	Technician IV	\$95/hr
Asst Proj Eng/Geol/Env Professional	\$120/hr	Technician III	\$85/hr
Sr. Staff Eng/Geol/Env Professional	\$115/hr	Technician II	\$65/hr
Staff Eng/Geol/Env Professional	\$100/hr	Technician I	\$60/hr
		Project Assistant	\$55/hr

Minimum charge for field assignment is four hours per trip. Overtime is 1.3 times regular rate. Overtime is time worked prior to 8:00 a.m. or after 4:30 p.m., in excess of eight hours per day, Saturdays, Sundays or holidays. Chargeable time includes travel (portal to portal), time on-site, and required office time. Review of field and laboratory reports is mandatory practice and will be charged at the appropriate level required.

OTHER

Mileage	\$0.80/mile	Per diem - meals (overnight assignments)	\$60/day
Vehicle (Local Use)	\$50/day	Direct reimbursable expenses	Cost + 15%

EQUIPMENT

Geo-Environmental

	<u>Per Day</u>
Bailer	\$20/ea
Earth Resistivity	\$375
Four Gas Monitor	\$90
GPS	\$130
Ground Penetrating Radar (GPR)	\$700
Electromagnetic Locating Tool	\$140
TEXAme Pressuremeter	\$3200/wk
Low Flow Pump	\$400
Photo-Ionization Detector	\$160
Slope Inclinator	\$380
Turbidity Meter	\$60
Water Level Meter	\$50
Vane Shear Test Apparatus	\$120
Plate Load Test Equipment	\$600

SST

Anchor Bolt Pull Off Tester	\$200
Infrared Camera	\$150
Magnetic Particle Equipment	\$75
Positector Paint Thickness Gage	\$80
SFRM Cohesion/Adhesion Kit	\$50/ea
Skidmore® Bolt Tension Calibrator	\$130
Torque Multiplier	\$100
Torque Wrench	\$85
Ultrasonic Equipment	\$150
UT Thickness Gauge	\$150

CMT

	<u>Per Day</u>
Avogard Crack Monitor	\$50/ea
Coring Machine	\$180
Bit Charge	\$7/in
Concrete Surface Moisture Gauge	\$120
Dynamic/Static Cone Penetrometer	\$35
Hand Auger	\$30
Floor Profiler	\$250
Floor Moisture Vapor Kit	\$55/ea
Load Cell	\$300
Nuclear Density Gauge	\$60
Pile Echo Tester	\$170
Portable Beam Flexural Strength	\$150
Positest Adhesion Tester	\$200
Adhesion Dolly	\$10/ea
Relative Humidity Kit, F2170	\$120/plug
Roughness	\$200
Slip Resistance	\$200
Schmidt Hammer	\$180
Windsor Probe	\$150
Windsor Probe Charge Set	\$70/set

Asbestos

Air Sampling Equipment	\$75
Bulk Sampling Equipment	\$65

Safety

Traffic Sign	\$50
Arrowboard	\$150
Safety Cone	\$8



FEE SCHEDULE

LABORATORY

Geotechnical

	Per Test
Proctor – granular, D1557, D698	\$185
Proctor – cohesive, D1557, D698	\$215
Proctor – method C, 6" mold, add	\$80
Maximum Index Density, D4253	\$250
Minimum Index Density, D4254	\$200
Sieve Analysis and LBW, D6913, D1140	\$170
Grain Size Distribution, Hydrometer, D422	\$225
Specific Gravity, D854	\$125
Atterberg Limits, D4318	\$110
Soil pH, D4972	\$70
Organic Content/Loss on Ignition, D2974	\$120
California Bearing Ratio (per pt), D1883	\$410
Total Porosity, D854, D2216, D7263	\$150
Density & Moisture, D2216, D7263	\$50
Natural Moisture, D2216	\$25
Unconfined Compression, D2166	\$90
Shelby Tube - Visual Classification, D2488	\$80
Shelby Tube - Extrusion, D2488	\$50
Direct Shear (up to 3 pts), D3080	\$800
Triaxial UU (1 point), D2850	\$320
Triaxial CU (up to 3 pts), D4767	\$1500
Triaxial CD (up to 3 pts), D7181	\$1900
Laboratory Vane Shear, D4648	\$125
Consolidation, D2435, Method B	\$685
Permeability – Constant Head, D2434	\$300
Permeability – Fall. Head, EM 1110-IV-1906	\$320
Permeability – Flex Wall, D5084	\$500
Remolding of Samples, add	\$95
Soil Resistivity, G187	\$300
Paint Filter Test, EPA 9095B	\$170

Rock Core

	Per Test
Rock Hardness by Rebound Hammer (10 Strikes), D5873	\$200
Unconfined Compression, D7012	\$235
Unconfined Compression w/ Strain, D7012	\$380
Unconfined Comp. w/ Poisson Ratio, D7012	\$550
Slake Durability Index, D4644	\$250
Point Load Strength, D5731	\$140
Indirect Tensile (per pt), D3967	\$85

Masonry

	Per Test
Grout Prism Compression, per prism, C1019	\$90
Hyd. Cement Cube Compression, per cube, C109	\$30
Linear Shrinkage Concrete Block, set of 3, C426	\$700
Comp. of Concrete Block Prisms, per block, C1314	\$300
Moisture, Absorption, Net Area of Concrete Block, per block, C140	\$175
Compression of Concrete Block, per block, C140	\$185
Brick Compressive Strength, Absorption, Saturation, IRA, Efflorescence, set of 15, C67	\$900

Aggregates

	Per Test
Sieve Analysis and LBW, C136, C117, MTM 108, 109	\$170
Deleterious Materials, MTM 110	\$115
Percent Crushed, MTM 117	\$75
Soundness, C88	\$800
L.A. Abrasion, C131	\$500
Specific Gravity + Absorption, C127	\$260
Specific Gravity + Absorption, C128	\$290
Unit Weight, dry-rodded, C29	\$200
Organic Impurities in Fine Aggregate, C40	\$170
Sand Equivalent Value, D2419	\$450
Fine Aggregate Angularity, MTM 118	\$175
Angularity Index, C1252	\$175
Flat and Elongated Particles, D4791	\$145

Concrete

	Per Test
Concrete Compression, per cylinder, C39	\$19
Cylinder Molds (cyls. not molded by MTC)	\$3.50
Saw Cutting of Cylinders	\$20
Core Compression (including saw cut), C42	\$75
Shotcrete cores (cut/comp. or spare), C1140	\$95
Splitting Tensile Strength, C496	\$95
Beam Flexure, C293, C78	\$100
Shrinkage Test (3 specimens), C157	\$500
Concrete Core Absorption	\$100
Potential ASR (Mortar Bar), set of 3, C1567, C1260	\$750

Bituminous Mixtures

	Per Test
Marshall Stability and Flow, per plug, D6927	\$200
Bulk Specific Gravity, per plug/core, D2726	\$125
Molding Marshall Plugs, per plug, D6926	\$90
Theoretical Maximum Density (Rice), D2041	\$230
Molding Gyratory Plugs, per plug, D6925	\$170
Preparation of Bituminous Core	\$30
Mix Verification (extraction, sieve, LBW, crush), MTM 325, 108, 109, 117	\$390
Core Thickness, per core, D3549	\$40
Moisture Content, D1461	\$90

Steel

	Per Test
Fireproofing Density Test, AWCI Manual 12-A	\$80
Side Bends – Machine/bend, E190	\$200
Face/Root Bends – Machine/bend, E190	\$200
Tensile < 1" dia., A370	\$175
Tensile > 1" dia., A370	\$210
Stress/Strain Curves Tensile	\$60
Elongation, Reduction in Area, A370	\$80
Jack Calibration	\$600

Pipe

	Per Test
ABS Truss Pipe Test, 8" – 15" dia., D2680	\$230
PVC Pipe Test, 6" – 8" dia., D3034	\$270

For special testing where a specific rate is not provided herein, fees will be based on hourly rate of \$200.00/hour.



FEE SCHEDULE

TEST DRILLING SERVICES

<u>Mob/Demob:</u>	<u>Air Knife/Vacuum Excavator</u>	<u>CME45/CME55Track/ Geoprobe 7822/6620</u>	<u>Acker Renegade Track</u>	<u>Sonic Geoprobe/ Marshmaster/ 2060CPT</u>
Within 30 mile radius	\$500.00	\$650.00	\$750.00	\$1000.00
Outside 30 mile radius/mile/one-way	\$17.00	\$22.00	\$25.00	\$35.00

Test Drilling:

HSA/Rotary, Normal soil conditions (N<50), 5 ft interval SPT	\$17.50/l.f.
HSA/Rotary, Difficult soil conditions (N>49, rubble or cobbles), 5 ft interval SPT	\$28/l.f.
HSA/Rotary, Drilling surcharge for 50 to 75 ft depth	\$19/l.f.
HSA/Rotary, Drilling surcharge for 75 to 100 ft depth	\$24/l.f.
All-terrain drill rig daily premium	\$400/day
NX Rock Coring, D2113	\$80/l.f.
Rock Core Setup Fee	\$350
Extra SPT samples, D1586	\$35/ea
Undisturbed thin-walled samples (Shelby tubes), D1587	\$80/attempt
Drilling through concrete or brick at surface (less than 10" thick)	\$20/in
Grout boring closed	\$10/l.f.
Well/Piezometer construction (not including material)	\$11/l.f.
Locking Protective Cover	\$180/ea
Flush Locking Protective Cover	\$200/ea

CPTu Testing:

Rig Setup (per boring)	\$125/ea
CPT Testing Footage	\$15/l.f.
Depth Surcharge (80' – 120')	\$8/l.f.
Depth Surcharge (120' - 160')	\$14/l.f.
Hard Push Surcharge (push force>15 tons)	\$11
Data Correlation	\$2/ft
Grout Borings Closed (does not include artesian conditions)	\$2/l.f.
Pore Pressure Dissipation Test Time	\$450/hr
Pore Pressure Dissipation Test Data Processing	\$65/ea
Standby	\$500/hr
Drillout Fill	\$25/l.f.
Shear Wave Velocity Testing	\$125/ea

Other:

Steam Cleaner Rental	\$220/day
55-gallon Drum (disposal not included)	\$100/ea
Bagged Materials (sand, bentonite, cement)	\$18/bag
Per Diem (lodging and meals, 2-man crew)	\$270/day
Crew Daily Travel, 50 Mile Radius	\$120/day

Drill crew rate per hour for special testing, borehole grouting, monitoring well construction, access, on-site setup, site clean-up, standby, water hauling or steam cleaning:

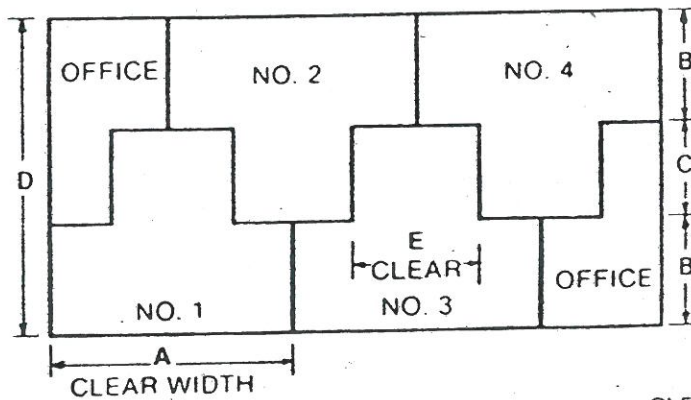
<u>Skid Steer (Per Day)</u>	<u>Air Knife/Vacuum Excavator</u>	<u>CME45/CME55Track/ Geoprobe 7822/6220</u>	<u>Acker Renegade Track</u>	<u>Sonic Geoprobe/ Marshmaster/ 2060CPT</u>
\$400.00	\$300.00	\$350.00	\$400.00	\$500.00

Drill crew access time may be charged if soft ground conditions, wooded areas, or other site conditions/restraints are encountered.

GENERAL CONDITIONS

1. The scope of work includes the specific geotechnical, testing or other services to be performed by Materials Testing Consultants, Inc. (MTC) as set forth in MTC's proposal, the client's acceptance thereof if accepted by MTC and these general conditions. "Client" refers to the person or business entity ordering the work to be performed by MTC. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing the work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. The ordering of work from MTC shall constitute acceptance of the terms of MTC's proposal and these General Conditions.
2. Client will arrange for and provide access to the site as is necessary for MTC to perform the work. MTC, unless specifically indicated otherwise in the proposal, has not included cost for restoration due to damage to the site that may occur during the work. MTC agrees to exercise reasonable measures to minimize damage to the site during the performance of the work.
3. Test samples will be disposed immediately upon completion of the assigned tests unless prior written arrangements have been made to hold the samples for a longer period of time. Samples from drilling operations will be held for 90 days after submittal of MTC's report.
4. MTC's work shall not include supervising construction or determining the means, methods, techniques or sequences of construction. MTC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.
5. Client shall cause all tests and inspections of the site, materials and work performed by MTC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and MTC's recommendations. No claims for loss, damage or injury shall be brought against MTC by client or any third party unless all tests and inspections have been so performed and unless MTC's recommendations have been followed. Client agrees to indemnify, defend and hold MTC, its officers, employees and agent harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of MTC, subject to the limitation contained in paragraph 9.
6. Client represents and warrants that he has advised MTC of any known or suspected hazardous materials, utility lines and pollutants at any site at which MTC is to do work hereunder, and unless MTC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save MTC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to MTC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to MTC.
7. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty day period at the rate of eighteen percent per annum until paid. Client agrees to pay MTC's cost of collection of all amounts due and unpaid after sixty days, including court costs and reasonable attorney's fees. MTC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein MTC waives any right to a mechanics' lien, or any provision conditioning MTC's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that MTC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of MTC from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
8. Nothing contained within this agreement shall be construed or interpreted as requiring MTC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
9. Ground Penetrating Radar ("GPR") Services. Client acknowledges that the use of GPR technology is not error free and there are limitations on the use of GPR to locate buried or embedded objects in the ground or in structures (for example, field conditions, soil moisture content, material type, masking of deeper embodiments by shallow embodiments and thickness of the material to which the GPR Services are to be applied; and only center lines of embedded objects can be located) which may make GPR less precise than other embedded object location technologies. MTC may rely on statements and plans of Client's representatives (including on-site employees or employees or representatives of contractors or subcontractors working for Client) as to the characteristics of the structure or location to be tested using GPR Services. Client agrees that it shall have the sole responsibility for the use of any information obtained as a result of the GPR Services, including reliance on any data there from in order to determine the location of drilling operations or other penetration of the location, area of structure to which the GPR Services are applied. MTC has no responsibility or obligation other than to deliver the GPR Services and the results obtained from application of GPR. How and when the work product from the GPR Services shall be used (or not used) shall be in the sole and exclusive discretion of Client, and MTC shall have no obligation or responsibility to Client after the required GPR Services are completed and the work product is delivered.
10. MTC'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, MTC WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN MTC REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- SHOULD MTC OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON MTC'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF MTC, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000 OR THE TOTAL AMOUNT OF THE FEE PAID TO MTC FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER IS GREATER.
11. Subject to the foregoing limitations, MTC agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of MTC's negligence to the extent of MTC's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against MTC, the party initiating such action shall pay to MTC the costs and expenses incurred by MTC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that MTC shall prevail in such suit.
12. MTC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay MTC's legal expenses, administrative costs and fees pursuant to MTC's then current fee schedule for MTC to respond to any subpoena.
13. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
14. This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.
15. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MTC shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MTC's files in order and/or protect its professional reputation.

FULL NESTED "T"



	MODEL	A	B	C	D	E	CLEAR HEIGHT
WITH BI-FOLD	LK-42*	41'-8"	18'	14'	50'	20'-8"	12'-0"
	LK-44*	43'-8"	20'	18'	58'	21'-8"	14'-0"

*LK-42 and LK-44 previously called LK-3 and LK-4 respectively

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into an Agreement with Lois Kay Contracting Company of Saginaw, Michigan for Taxiway and Apron Repairs - Airport

WHEREAS, the Livingston County Fiscal Services Department has advertised for bids for Taxiway and Apron Pavement Repairs at the Livingston County Airport; and

WHEREAS, a total of five proposals were received for the project; and

WHEREAS, Lois Kay Contracting Company submitted the lowest proposal and is included on the list of MDOT approved bidders; and

WHEREAS, the contract will be for twelve calendar days, including two days of night work; and

WHEREAS, the funding for the project be with a grant agreement from MDOT.

THEREFORE BE IT RESOLVED the Livingston Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into an agreement with Lois Kay Contracting Company for Taxiway and Apron repairs in the amount of Two Hundred Ninety Thousand Nine Hundred and Thirty-Five Dollars (\$290,935).

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

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY SPENCER J. HARDY AIRPORT
TAXIWAY AND APRON PAVEMENT REPAIRS
FAA AIP NO.: X-XX-XXXX-XXX-XXXX

ENGINEER'S OPINION OF
CONSTRUCTION COST
C&S ENGINEERS, INC.,
38777 SIX MILE RD., SUITE 202
LIVONIA, MI 48152

GIBRALTAR CONST
2650 VAN HORN
TRENTON, MI 48183
PH: 734-234-8005
FAX:

ALAX PAVING INDUSTRIES, INC.
1957 CROOKS ROAD, SUITE A
TROY, MI 48064
PH: 248-244-3300
FAX:

LOIS KAY CONTRACTING CO
3046 CARROLLTON ROAD
SAGINAW, MI 48604
PH: 989-753.3618
FAX:

C&D HUGHES, INC.
3097 LANSING ROAD
CHARLOTTE, MI 48813
PH: 517-645-0111
FAX:

ANGLIN CIVIL
13000 NEWBURGH ROAD
LIVONIA, MI 48150
PH: 248-464-2600
FAX:

ITEM NO.	FAA SPEC NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID																		
1	C-105	MOBILIZATION	1	LS	\$50,000.00	\$50,000.00	\$46,300.00	\$39,000.00	\$39,000.00	\$22,800.00	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	C-106	SAFETY, SECURITY AND MAINTENANCE OF TRAFFIC	1	LS	\$40,000.00	\$40,000.00	\$31,140.00	\$97,580.00	\$20,600.00	\$20,600.00	\$25,000.00	\$25,000.00	\$23,100.00	\$23,100.00	\$23,100.00	\$23,100.00	\$23,100.00	\$23,100.00
3	C-107	JOINT AND CRACK REPAIR	30,000	LF	\$2.00	\$60,000.00	\$0.75	\$22,500.00	\$0.65	\$19,500.00	\$1.50	\$45,000.00	\$3.66	\$115,800.00	\$1.50	\$45,000.00	\$3.66	\$115,800.00
4	C-108	MAJOR PAVEMENT REPAIR	19,500	SF	\$15.00	\$292,500.00	\$2.00	\$39,000.00	\$1,170	\$228,150.00	\$11.13	\$217,025.00	\$11.15	\$217,225.00	\$217,225.00	\$217,225.00	\$217,225.00	\$217,225.00
5	P-603	APPLY PROTECTIVE MEDIA AND SURFACE PREPARATION	16,000	SF	\$2.00	\$32,000.00	\$0.45	\$7,200.00	\$0.40	\$6,400.00	\$0.50	\$8,000.00	\$0.40	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00	\$6,400.00
TOTAL BASE BID						\$393,500.00	\$497,140.00	\$390,650.00	\$280,935.00	\$318,825.00	\$400,950.00	\$400,950.00						
ITEM #	FAA SPEC NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ADD ON NO.1																		
4	P-101	ASPHALT PAVEMENT REPAIR	-19,500	SF	\$15.00	-\$292,500.00	\$20.00	-\$390,000.00	\$11.70	-\$228,150.00	\$11.13	-\$217,025.00	\$10.00	-\$195,000.00	\$11.46	-\$223,270.00	\$17.00	-\$332,200.00
6	P-101	ASPHALT REPAIR MASTIC	8,700	LF	\$18.00	\$156,600.00	\$30.00	\$261,000.00	\$26.25	\$228,375.00	\$16.75	\$146,725.00	\$8.00	\$69,600.00	\$32.30	\$282,000.00	\$33.00	\$289,500.00
TOTAL ADD ON (NO. 1)						-\$129,900.00		-\$129,000.00		\$228.00		-\$7,310.00		-\$142,600.00		\$149,760.00		\$149,760.00
TOTAL PROJECT COST (BASE BID)						\$474,500.00	\$497,140.00	\$390,650.00	\$280,935.00	\$318,825.00	\$400,950.00	\$400,950.00						
TOTAL PROJECT COST (ADD ON NO.1)						\$338,600.00	\$368,140.00	\$390,655.00	\$219,625.00	\$176,025.00	\$549,810.00	\$549,810.00						

BID SECURITY
Buy American Certification
Certifications:
- Certification of Non-Segregated Facilities
- Debarment & Suspension Certification
- Lobbying and Influencing Federal Employees
- Certification of Older/Bidder Regarding Tax Delinquency and Felony Convictions
- Trade Restriction
Bidder's Statement of Penalties Contracts Subject to EEO Clause as Described in Section 70-21
Certification for Receipt of Addenda
Statement of Surety's Intent
Disqualified Business, Enterprise (DBE), and Small Business Element (SBE) Statement
Bidder's List Collection Form (Bidder's Information)
Bidder's List Collection Form (Subcontractor's Information)
Surety Plan Compliance Document (SPCD) Certification

[illegible][illegible][illegible]

YES
YES
YES
YES
YES
YES
YES
YES
YES
YES
YES

C&S ENGINEERS, INC.

JOB NUMBER: N03.005.001

I CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED JUNE 9, 2021

SIGNED: Michael J. Anderson DATE: 10-Jun-21

DATE: 10-Jun-21



C&S Companies
38777 Six Mile Road
Suite 202
Livonia, MI 48152
p: (734) 953-2571
www.cscos.com

June 10, 2021

Livingston County Spencer J. Hardy Airport
ATTN: Mark Johnson
3399 County Airport Drive
Howell, MI 48855

Re: Livingston County Spencer J. Hardy Airport
Taxiway and Apron Pavement Repairs
FAA AIP No. X-XX-XXXX-XXX-2020

File: N03.005.001

Dear Mr. Johnson:

Five bids for the above referenced project were received on or prior to June 9, 2021 at 2:00pm. The bids were opened by Livingston County and C&S Engineers, Inc. The bids were tabulated by C&S Engineers, Inc. The low bidder is as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Lois Kay Contracting Co. 3046 Carrollton Road Saginaw, MI 48604 Linda Kreager 989-753-3618	Base: \$290,935.00 Add On No. 1: \$-71,310.00 Total (Base Bid): \$290,935.00 Total (Add on No.1): \$219,625.00

The low bid was reviewed by C&S Engineers, Inc. and found to be in order. For a complete breakdown of the bid amounts and the remaining bidders, please refer to the attached bid tabulation.

The low bid submitted is 38% below the Engineer's Opinion of Construction Cost for the project and is considered reasonable. The Federal Aviation Administration is expected to issue a grant to Livingston County for the project based upon the bid amount for the Base Bid. The low bidder has completed several similar projects in the state with C&S in the past. We have reviewed Lois Kay Contracting Co.'s DBE Plan and they have committed to exceeding the 5% contract goal.

Based on our review of information submitted and our past experience with this contractor, we recommend award of the contract in the amount of \$290,935.00 to Lois Kay Contracting Co.'s in accordance with the conditions of award stipulated in their bid and contingent upon Federal Aviation Administration concurrence.

Please contact us should you disagree with our recommendation and decide not to award to Lois

June 10, 2021

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Kay Contracting Co. We will be happy to discuss your options within the Contract Documents. Please note as per the specifications Section 30-02, Award of Contract, Livingston County has 120 days to award the contract from the bid opening date of June 9, 2021.

By copy of this letter we are requesting FAA concurrence of award.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

C&S ENGINEERS, INC.

A handwritten signature in dark ink, appearing to read "Michael D. Holdwick". The signature is fluid and cursive, written on a white background.

Michael D. Holdwick
Chief Engineer


MDH
Enclosures



3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson 
Airport Manager

DATE: July 28, 2021

RE: Taxiway Repairs Agreement

Bids for this project were received in June by the Department of Fiscal Services. A total of five bids were received. Lois Kay Contracting has satisfactorily performed this type of work at other airports in the past.

A grant agreement has been authorized by MDOT to fund this construction.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into A Grant Agreement with the Michigan Department of Transportation to Fund Construction and Construction Administration Services to Rehabilitate Taxiway A, B, & Terminal Apron Repairs & Sealing -- Airport

WHEREAS, the Livingston County Board of Commissioners has entered into an agreement with C&S Engineering for design services for the rehabilitation of Taxiway A,B & the Terminal Apron and associated crack sealing; and

WHEREAS, the project has been bid and is expected to commence in the fall of 2021; and

WHEREAS, the Michigan Aeronautics Commission has authorized a federal/state/local grant agreement to provide funding for this project; and

WHEREAS, the total amount of the grant agreement is \$319,306 and the local share is \$1,934, which is approximately 0.6% of the total costs.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a grant agreement with the Michigan Department of Transportation to fund construction and construction administration services to Rehabilitate Taxiways A, B & the Terminal Apron Repairs & Sealing.

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 the local share shall be paid from 58305400 956000 upon receipt of an invoice from MDOT.

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MOVED:
SECONDED:
CARRIED:

EXHIBIT 1

LIVINGSTON COUNTY-SPENCER J. HARDY AIRPORT HOWELL, MICHIGAN

Project No. B-26-0047-6020
Job No. 204801CON

July 21, 2021

	Federal	State	Local	Total
PLANNING	\$0	\$0	\$0	\$0
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$315,439	\$1,933	\$1,934	\$319,306
Rehabilitate Taxiway A, B & Terminal Apron - Joint &Crack Repairs including Remarking - 90/5/5%	\$34,800	\$1,933	\$1,934	\$38,667
Rehabilitate Taxiway A, B & Terminal Apron - Joint &Crack Repairs including Remarking - 100% Fed	\$252,268	\$0	\$0	\$252,268
CONSULTANT Contract Fees - 100% Fed	\$28,371	\$0	\$0	\$28,371
TOTAL PROJECT BUDGET	\$315,439	\$1,933	\$1,934	\$319,306

Federal Billing Breakdown:

Bill #1	\$34,800	SBGP 10719	Grant Award Date: 9/24/19
Bill #1	\$280,639	SBGP 11220	Grant Award Date: 5/20/20

Bid Information: 06/09/21 Local

Period of Performance End Date: 08/01/22


MAC Approval: 07/21/21



3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson
Airport Manager 

DATE: July 28, 2021

RE: Grant for Taxiway Repairs

This grant will fund the construction of taxiway joint repairs that is anticipated to be performed by Lois Kay Contracting Company. The grant will also fund Construction Administration services that are anticipated to be performed by C&S Companies.

The grant contains funds from FY2019 and FY2020. A local match is only required on the FY2019 funds, as Airport Improvement Program grants for 2020 did not have a requirement for a local share.

Please contact me with any questions.

