



LIVINGSTON COUNTY BOARD OF COMMISSIONERS

REVISED MEETING AGENDA

August 8, 2022, 6:00 p.m.

Board of Commissioners Meeting Location

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

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

<https://us02web.zoom.us/j/3997000062>

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

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BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

BOARD OF COMMISSIONERS—SUPPORT AMENDMENT TO THE MICHIGAN AUTO INSURANCE REFORM ACT

WHEREAS, the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS, these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019; and

WHEREAS, 55% of a Home Health Care provider's 2019 collections is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (e.g. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association; and

BE IT FINALLY RESOLVED that the Allegan County Clerk/Register of Deeds is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Allegan County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

Moved by Commissioner Dugan, seconded by Commissioner Jessup to approve the resolution as presented. Motion carried by roll call. Yeas: Thiele, DeYoung, Jessup and Dugan. Nays: Kapenga and Storey. Absent: Cain.

ATTEST, A TRUE COPY



_____, Clerk-Register

APPROVED: July 14, 2022

cc: Admin. - Finance - Human Resources

CLINTON COUNTY BOARD OF COMMISSIONERS

Chairperson

Kam J. Washburn

Vice-Chairperson

Bruce DeLong

Members

David W. Pohl

Kenneth B. Mitchell

Robert Showers

Dwight Washington

Adam C. Stacey

**COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120**

**Administrator**

Craig Longnecker

Clerk of the Board

Debra A. Sutherland

RESOLUTION 2022 – 10

Resolution Opposing HB 4730 to Require Treasurers to Provide Data to Corporations at Taxpayer Expense

WHEREAS, House Bill 4730 would require county treasurers to provide electronic records containing any data maintained within the treasurer's office; and

WHEREAS, House Bill 4730 would burden county treasurers to provide "qualified data files" containing only one (1) piece of data out of 16 possible data items, and

WHEREAS, House Bill 4730 limits how much treasurers can charge for parcel records and would burden taxpayers with the cost of data collection provided to out-of-state, and other corporate entities; and

WHEREAS, the Michigan Association of County Treasurers, Michigan Association of Counties, Michigan Association of County Clerks, and Michigan Association of Register of Deeds oppose House Bill 4730.

THEREFORE, BE IT RESOLVED, the Clinton County Board of Commissioners calls upon the Michigan senate to oppose efforts to adopt legislation under the current language as passed by the Michigan House of Representatives on April 27, 2022.

STATE OF MICHIGAN

COUNTY OF CLINTON

I, DEBRA A. SUTHERLAND, Clerk of the County of Clinton do hereby certify that the foregoing resolution was duly adopted by the Clinton County Board of Commissioners at the regular meeting held July 26, 2022 and is on file in the records of this office.

Debra A. Sutherland

Debra A. Sutherland, Clinton County Clerk

CLINTON COUNTY BOARD OF COMMISSIONERS

Chairperson

Kam J. Washburn

Vice-Chairperson

Bruce DeLong

Members

David W. Pohl

Kenneth B. Mitchell

Robert Showers

Dwight Washington

Adam C. Stacey

COURTHOUSE
100 E. STATE STREET
ST. JOHNS, MICHIGAN 48879-1571
989-224-5120



Administrator

Craig Longnecker

Clerk of the Board

Debra A. Sutherland

RESOLUTION 2022 - 11

Resolution Establishing a Taskforce to Guide the Expansion of Broadband Infrastructure within Clinton County

WHEREAS, H.R. 1319 of the 117th Congress, also known as the American Rescue Plan Act of 2021, became law on March 11, 2021 and Title IX, Subtitle M – Coronavirus State and Local Fiscal Recovery Funds of the American Rescue Plan provides funding to metropolitan cities, non-entitlement units of local government and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19); and

WHEREAS, eligible uses of the American Rescue Plan funds include:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan cities, non-entitlement units of local government and counties that are performing such work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services to the extent of the reduction in revenue of such metropolitan cities, non-entitlement units of local government and counties due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency;
4. To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, Clinton County has received \$15,460,396 in American Rescue Plan funds; and

Whereas, through the Covid-19 pandemic, the ability to have quality and reliable access to broadband internet has become a necessity for our constituent households, businesses, and students. Broadband infrastructure is essential for residents to achieve their full potential, socially, economically, and educationally; and

WHEREAS, according to the U.S. Census Bureau, 11% of Clinton County homes have no access to wired broadband internet service and 48% of households are in areas that are considered “unserved” or “underserved” by broadband internet current standards; and

WHEREAS, Clinton County will apply for appropriate grant opportunities to facilitate broadband infrastructure expansion, request proposals from industry to expand broadband infrastructure within Clinton County, is dedicating \$3,000,000 of American Rescue Plan funds to support the expansion of “Fiber to the Home” broadband infrastructure, and will act as a facilitator of expansion with no role in the ownership or operation of broadband infrastructure; and

WHEREAS, Clinton County will establish a taskforce to guide the expansion of broadband infrastructure within Clinton County that will be supported by staff from Clinton County Information Technology (IT) and consist of:

1. Clinton County Commissioner
2. Clinton County Commissioner
3. Clinton County Public Schools Representative
4. Clinton County Government Administrator or Designee
5. Clinton County Internet Service Provider
6. Business Community Representative
7. Clinton County Community Development Designee
8. Agricultural Community Representative
9. Local Government Representative

WHEREAS, Clinton County will evaluate programs to further address digital inequities that exist, such as community outreach, education, and other services to ensure our residents can maximize funded broadband resources; and

WHEREAS, the County accepts the broadband roadmap provided by Guidehouse as a reference for these initiatives.

NOW, THEREFORE, BE IT RESOLVED, that Clinton County supports the expansion of Broadband Internet Infrastructure, a Broadband Taskforce and Digital Equity programs.

STATE OF MICHIGAN

COUNTY OF CLINTON

I, DEBRA A. SUTHERLAND, Clerk of the County of Clinton do hereby certify that the foregoing resolution was duly adopted by the Clinton County Board of Commissioners at the regular meeting held July 26, 2022 and is on file in the records of this office.

Debra A. Sutherland



OFFICE OF THE OCEANA COUNTY CLERK

Amy L. Anderson, County Clerk

100 State Street, Suite 1 – Hart, MI 49420
Telephone: (231) 873-4328

REQUEST FOR CHANGE TO MICHIGAN'S NO-FAULT INSURANCE

Moved by Mr. Morse and seconded by Ms. Meyette to approve the following resolution:

WHEREAS the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019;

WHEREAS, 55% of a Home Health Care provider's 2019 collections, is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident; and

NOW THEREFORE BE IT RESOLVED that the Oceana County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (i.e. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association; and

BE IT FURTHER RESOLVED that the Oceana County Clerk is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Oceana County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

Roll call vote: Mr. Morse - yes; Ms. Meyette - yes; Mr. Beggs - yes; Mr. Christians - yes; Mr. Erickson - yes; Mr. Hardy - yes; and Mr. Walker - yes.

Motion carried.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by Oceana County Board of Commissioners at their regular meeting held on July 14, 2022, at 11:30 a.m. in Oceana County, with a quorum present.

Amy L. Anderson
Amy L. Anderson, Oceana County Clerk

Dated: July 20, 2022

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES



July 25, 2022, 6:00 P.M.

Board of Commissioners Meeting Location

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

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

<https://us02web.zoom.us/j/3997000062>

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

Members Absent: Mitchell Zajac

1. CALL MEETING TO ORDER

The meeting was called to order by Chairman Wes Nakagiri at 6:00 p.m.

2. MOMENT OF SILENT REFLECTION

3. PLEDGE OF ALLEGIANCE TO THE FLAG

All rose for the Pledge of Allegiance to the Flag of the United States of America.

4. ROLL CALL

Roll call by the Deputy Clerk indicated the presence of a quorum.

5. CORRESPONDENCE

5.a Calhoun County

Resolution Opposing HB 4730 (2021) - Zillow Bill

5.b Gogebic County

Resolution 2022-7 Opposing Michigan House Bills 4729, 4730, 4731, & 4732

5.c Gogebic County

Resolution 2022-8 Opposing the Proposed Wagner-Peyser Act Rule Change

5.d Jackson County

A Resolution Opposing Michigan House Bills 4729, 4730, 4731, 4732

5.e Lake County

Resolution 2022-06 Opposing Michigan House Bills 4729, 4730, 4731, and 4732

5.f Leelanau County

Resolution 2022-008 in Opposition to Michigan House Bills 4729, 4730, 4731, and 4732

5.g Mecosta County

Resolution 2022-11 Amending Fee Cap for Home Health Providers Under No-Fault

5.h Ontonagon County

Resolution 2022-04 Opposing Michigan House Bills 4729, 4730, 4731, & 4732

Motion to receive and place on file the Correspondence.

It was moved by J. Gross
Seconded by B. Plank

Yes (8): J. Gross, C. Griffith, W. Nakagiri, M. Smith, C. Reader, D. Helzerman, J. Drick, and
B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

6. CALL TO THE PUBLIC

The following persons addressed the Board: Bill Grubb, Conway Township; Linda Walker, Unadilla Township; Ed Alverson, Handy Township; Joe Parker, Iosco Township; Dennis Brennan, Putnam Township; Bob Hanvey, Marion Township; Leo Hanifin, Brighton Township, shared a booklet with the Commissioners; Chuck Wright, Handy Township; Ramon Baca, Marion Township; Alisa Davis, City of Brighton; Mark Fosdick, Cohoctah Township; and Lori Cowan, Unadilla Township.

7. APPROVAL OF MINUTES

7.a Minutes of meeting dated: July 11, 2022

Motion to approve the Minutes as presented.

It was moved by D. Helzerman
Seconded by C. Griffith

Yes (8): D. Helzerman, J. Gross, C. Griffith, W. Nakagiri, M. Smith, C. Reader, J. Drick, and
B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

8. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

9. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

It was moved by C. Griffith
Seconded by J. Gross
Discussion.

Motion to amend the Agenda to add Resolution in Opposition of SB 597 and 598 Which Would Amend the Social Welfare Act and the Michigan Health Code - LCCMHA to the agenda under Resolutions for Consideration as 11.e.

It was moved by M. Smith
Seconded by C. Reader

Yes (8): M. Smith, W. Nakagiri, C. Griffith, C. Reader, D. Helzerman, J. Drick, J. Gross, and
B. Plank; No (0): None; Absent (1): M. Zajac

MOTION TO AMEND Carried (8-0-1)

Motion to approve the amended Agenda.

It was moved by C. Griffith
Seconded by J. Gross

Yes (8): C. Griffith, W. Nakagiri, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and
B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

10. REPORTS

Commissioner Helzerman remarked on the upcoming Primary Election.

Commissioner Gross echoed Commissioner Helzerman's comments.

Commissioner Smith reported that CSA, Hartland Township and Hartland Schools have partnered with the LCSO to provide a full-time officer who will monitor their schools year-round.

Commissioner Nakagiri echoed Commissioner Smith's comments.

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2022-07-106 through 2022-07-110

11.a 2022-07-106

Resolution to Certify Officer and Employee Delegates to the 2022 Municipal Employee's Retirement System Annual Conference

Motion to adopt the Resolution

It was moved by B. Plank

Seconded by C. Griffith

Yes (8): B. Plank, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.b 2022-07-107

Resolution Authorizing a Letter of Understanding Related to Overtime Worked on a Holiday and Shift Trades

Motion to adopt the Resolution

It was moved by J. Gross

Seconded by M. Smith

Discussion

Motion to Amend Letter of Understanding to add a will expire at the end of the term clause that will be drafted by legal counsel.

It was moved by D. Helzerman

Seconded by B. Plank

Yes (8): D. Helzerman, J. Gross, C. Griffith, W. Nakagiri, M. Smith, C. Reader, J. Drick, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION TO AMEND Carried (8-0-1)

Motion to adopt the Resolution and amended Letter of Understanding.

It was moved by J. Gross

Seconded by M. Smith

Yes (8): J. Gross, C. Griffith, W. Nakagiri, M. Smith, C. Reader, D. Helzerman, J. Drick, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.c 2022-07-108 (Roll Call Vote)

Resolution Authorizing Submission of the FY 2023 Child Care Fund Budget to the State of Michigan

Motion to adopt the Resolution

It was moved by D. Helzerman

Seconded by B. Plank

Roll Call Vote: Yes (8): D. Helzerman, W. Nakagiri, C. Griffith, M. Smith, C. Reader, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

11.d 2022-07-109

Resolution to Amend the Job Description for the Health Officer Position

Motion to adopt the Resolution

It was moved by B. Plank

Seconded by D. Helzerman

Discussion.

Motion to amend the Health Officer Job Description, paragraph 16 to remove the words advises and consults and substitute with informs.

It was moved by C. Griffith

Seconded by M. Smith

Discussion.

Commissioner Griffith WITHDRAWS her Motion

Motion to amend the Health Officer Job Description, paragraph 16, to: Advises and consults with the County Administrator and informs the Board of Commissioners.

It was moved by C. Griffith

Seconded by C. Reader

Yes (8): W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION TO AMEND Carried (8-0-1)

Motion to amend the Health Officer Job Description to correct the MCL numbers in paragraph 15 to MCL 333.2262 and 2263.

It was moved by B. Plank

Seconded by J. Gross

Yes (8): W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION TO AMEND Carried (8-0-1)

Motion to amend the Health Officer Job Description, paragraph 15, to strike the entire paragraph and substitute with The Board of Commissioners endorse in those circumstances appropriate and applicable, the civil infraction and appeal provisions of MCL 333.2262 and 2263 be employed in lieu of criminal enforcement mechanisms.

It was moved by M. Smith
Seconded by B. Plank
Discussion.

Chairman Nakagiri calls for 5 minute recess at 7:18 p.m.

Meeting resumes at 7:24 p.m.

Yes (3): M. Smith, C. Griffith, B. Plank; No (5): W. Nakagiri, C. Reader, D. Helzerman, J. Drick, and J. Gross; Absent (1): M. Zajac

MOTION TO AMEND Failed (3-5-1)

Motion to adopt the amended Resolution.

It was moved by B. Plank
Seconded by D. Helzerman

Yes (7): B. Plank, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick;
No (1): J. Gross; Absent (1): M. Zajac

MOTION Carried (7-1-1)

11.e 2022-07-110

Resolution Opposing SB 597 & 598 Which Would Amend the Social Welfare Act and the Michigan Mental Health Code

Motion to adopt the Resolution.

It was moved by D. Helzerman
Seconded by C. Reader
Discussion.

Yes (8): D. Helzerman, W. Nakagiri, C. Griffith, M. Smith, C. Reader, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

12. ACCOUNTS PAYABLE REPORTS

12.a Claims dated: July 25, 2022

12.b Payables dated: July 2 through July 15, 2022

Motion to approve the Claims and Payables Report.

It was moved by C. Griffith
Seconded by B. Plank

Yes (8): C. Griffith, W. Nakagiri, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

13. CALL TO THE PUBLIC

The following persons addressed the Board: Linda Rozemarniewicz, Hamburg Township; Joe Parker, Iosco Township; Cherie LaRou, Green Oak Township; Mark Fosdick, Cohoctah Township and Commissioner Helzerman.

14. ADJOURNMENT

Motion to adjourn the meeting at 8:00 p.m.

It was moved by D. Helzerman

Seconded by J. Gross

Yes (8): W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent (1): M. Zajac

MOTION Carried (8-0-1)

Amy L. Kotesich, Deputy County Clerk

RESOLUTION

NO: 2022-08-111

LIVINGSTON COUNTY

DATE: August 8, 2022

Resolution Authorizing an Intergovernmental Agreement for an Intern - Equalization

WHEREAS, the Livingston County Board of Commissioners realize the demand for qualified professionals in the assessment administration field; and

WHEREAS, part of the qualifications is with actual work experience of each individual; and

WHEREAS, will realize the experience in an internship within the equalization department; and

WHEREAS, the Board of Commissioners enter into an intergovernmental agreement to promote the further education of people with the MCAT or MCAO designations.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve and sign the request for the intergovernmental agreement with various municipalities within the county to help insure we have qualified experienced people working in the profession.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Sue Bostwick
Date: 07/18/22
Re: Intern Intergovernmental Agreement

Several year ago, we were looking for a qualified person to fill a position here in Equalization. This was a time when the state was slowing down on number of classes they offered. It took 8 months to fill the position with a candidate without the qualifications we were looking for. We were lucky and we hired someone who had no experience but was willing to learn. He progressed fast and became a valued employee. However, this took time on everyone's part to explain and show him how each function worked. I think of how much better it would have been had he a little experience.

Throughout time in meetings with the local unit assessors it has been brought up that they were looking for help. What they were hoping to find, what they were willing to except as a beginning employee. This progressed to talk about an intern program with the units here in the county. This would help both the unit and the applicant. By promoting and keeping young professionals here in Livingston County.

We have moved forward to the next step, and we decided we would look at this as an intergovernmental agreement between participation units. Currently, Genoa, Hartland, Brighton City and Equalization have signed on for the project. It will have the participant become a part time employee, with the salary of \$15.00 an hour. Each participating unit has agreed to the term of two months with the total expense of \$2,000. The State Tax Commission will notify all newly certified MCAT people, if they are interested, they can apply for the position. The local assessor's association will screen and interview the applicant and pick the candidate. Then we will teach them the day-to-day actions of each department.

This program will invest in several newly certified MCAT students and give them real life experience in the assessment administration field and some experience to enter the job market in this field. They will get hands on experience in all aspect of assessing from the process of equalization to the everyday local unit assessing experience dealing with PRE's to valuation of property to be able to offer their newly prospective employer some valuable work experience. Hopefully this will turn out to be an employment opportunity for both parties.

**INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE
PAID ASSESSMENT INTERN, MENTORING AND TRAINING PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE PAID ASSESSMENT INTERN, MENTORING AND TRAINING PROGRAM (hereinafter referred to as the “Agreement”) made and entered into on this 1st day of August 2022, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”), the **TOWNSHIPS OF _Hartland and Genoa** which are municipal corporations and political subdivisions of the State of Michigan, (hereinafter collectively referred to as the “Townships”) AND the **CITIES OF Brighton** which are municipal corporations and political subdivisions of the State of Michigan, (hereinafter collectively referred to as the “Cities”). The municipal corporations which are signatories to this Agreement are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County, Townships and Cities desire to coordinate and implement a cooperative paid internship, mentoring and training program for qualified and newly certified Michigan Certified Assessing Technicians (“MCAT”) to train, mentor and otherwise assist in developing on the job working and professional development experiences for individuals seeking future permanent employment in the assessment administration field (the “Program”);

WHEREAS, the Parties desire to enter in to this Agreement to memorialize the Parties’ agreement in the selection of interns and other matters regarding administering the Program; the cooperative efforts by the Parties to work together meet the goals and objectives of the Program; and define the respective financial and contractual obligations with regards to the payment to the interns and allocation of liabilities.

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

1. Agreement Term. This Agreement shall go into effect, and performance thereon shall commence, on the ____ day of _____ 2022 and shall continue for the terms of ____ or until terminated by a party – with or without cause -- upon 30 calendar days prior written notice before the expiration of the term.

2. Responsibilities of the Parties. The current intent is that the _Livingston County Assessor’s Association will semiannually interview and select a candidate to participate in the Program. The Parties will schedule the Intern to intern with each Party on an at-will basis for not more than a six month cumulative duration, for not greater than 2.5 days per week equivalent, and subject to any reasonable requirements of the County, Townships, or Cities including, but not limited to execution by the participant in an Internship Agreement (the “Intern”).

During this six (6) month Program mentoring term, the County, Cities and Townships will provide the job working and professional development experiences to the Intern for the term approximates **two month** mentoring assignment at the location of the assigned mentoring Party.

The schedule for the Intern mentoring assignment shall be planned jointly by the Parties. Any changes in the schedule must be approved by all Parties to this Agreement prior to implementation of a new schedule.

During each two month term mentoring assignment, the assigned mentoring Party shall be solely responsible for payment to the intern in the gross sum of \$15.00 per hour (current), as well as any taxes or other deductions required by law.

The assigned mentoring Party shall both designate an individual who shall be available to the Intern to be a primary mentor and who is available answer all questions and assist in the implementation of the purposes of this Program. The Intern shall not displace regular employees of the assigned mentoring Party, but when assigned to the Party, work under the assigned mentoring Party's close observation. The assigned individual at the Party shall acquaint the Interns with the Party's rules, regulations, policies and expectations.

The assigned mentor Party, during the term of Intern's two month term mentoring assignment, shall maintain any and all liability or compensation insurance regarding the assignment of the Intern, shall maintain attendance records for the Intern; shall assure the safety of the Intern while under their supervision; and will provide the Intern with its rules, regulations, and policies that directly affect the interns placed at the Parties site. Each assigned mentoring Party here certifies that it will, as a term of this Agreement, contact the Michigan Municipal Risk Management Authority or the Party's individual insurer and confirm to its satisfaction that there is existing insurance coverages (including, but not limited to general liability and workers compensation) necessary to employ the paid Intern. The Comprehensive General Liability Insurance or its equivalent, shall provide coverage limits of at least \$1,000,000 per incident, \$3,000,000 aggregate, that covers its employees whenever the liability may exist. The other Parties to this Agreement may require proof of insurance be provided.

The County will be responsible for providing the administrative and coordination support for the operational elements of the Program. Each Party shall cooperate with the other Parties to plan, coordinate and implement the elements and expectations of the Program so as to maximize the job working and professional development experiences of the Intern.

3. **Early Termination of the Intern Mentoring Assignment or Termination From the Program.** During the term of Intern's two month term mentoring assignment, the assigned and scheduled mentoring Party shall retain the absolute authority, in its sole discretion, to terminate the Intern's placement or assignment with that Party, with or without cause but with notice to both the Intern and other Parties to this Agreement.

If an assigned and scheduled mentoring Party is considering terminating the Intern's placement or assignment is encouraged to inform the other Parties immediately if an issue develops that potentially affects the Intern's continued placement. The other Party's may elect to, but are not required to, place the Intern with another Party for the remaining duration of the mentoring Party's scheduled term; or the Parties may elect, in their sole discretion, to terminate the Intern from the remainder of the Program term.

4. **Liability.** All liability, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities of the County will be the sole responsibility of the County and not the responsibility of the Townships or Cities. All liability, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities of the Cities will be the sole responsibility of the Cities and not the responsibility of the County or Townships. All liability, loss, or damage as a result of claims, demands, costs, or judgements arising out of activities of the Townships will be the sole responsibility of the Townships and not the responsibility of the County or Cities. Nothing herein will be construed as a waiver of any governmental immunity, as provided by statute or modified by court decisions, by the County, Cities or Townships, or each Party's respective agencies, elected or appointed officers, and employees.

5. **Nondiscrimination.** The Parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment or for participation in the Program because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs, or any other classification protected by law. Breach of this covenant shall be regarded as a material breach of this Agreement.

6. **Compliance with the Law.** The parties hereto mutually agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations in performing their obligations pursuant to the Agreement.

7. **No Third Party Beneficiary.** This Agreement is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the County, Cities and Townships who are parties to the Agreement. Without limiting the generality of the foregoing, no rights are intended to be created for any Intern or prospective Intern, parent or guardian of any Intern or prospective Intern, employer or prospective employer of any Intern.

8. **Sole Conduct.** In the performance of their respective duties and obligations under this Agreement, the County and each Township and City are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for only its sole conduct.

9. **Venue.** This Agreement is governed by Michigan Law. Any and all suits for any breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the State of Michigan pursuant to applicable statutes and court rules.

10. **Waivers.** No failure or delay on the part of any of the parties to this Agreement in exercising any right, power or privilege hereinunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege.

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

12. **Assignment or Subcontracting.** The Parties to the Agreement may not assign, subcontractor or otherwise transfer their duties and/or obligations under this Agreement.

13. **Disregarding Titles.** The titles of the sections set for this Agreement are inserted for the convenience of reference only and shall not be disregarded when construing or interpreting any of the provisions of this Agreement.

14. **Completeness of this Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or binding any of the parties hereto.

15. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of the Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

16. **Certification of Authority to Sign Agreement.** The person signing on behalf of the parties hereto certifies by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that said parties have authorized this Agreement.

[Signature page to follow]

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

**COUNTY OF LIVINGSTON
BOARD OF COMMISSIONERS**

, Chairperson

Date

City of Brighton 10/6/22
Date
Sutchen Gould

, Department
Acting City Manager / Finance Director

HARTLAND TOWNSHIP

Jim B H 1/27/2022
Date

James Heaslip
Hartland Township Assessor

Bill Fogus 2/7/2022
Date
SUPERVISOR

J. H. Lane 2/10/2022
Date
Clerk's , Department

RESOLUTION

NO: 2022-08-112

LIVINGSTON COUNTY

DATE: August 8, 2022

Resolution Authorizing a Contract with Sparrow Hospital of Pathology to provide Medical Examiner Forensic Pathology Services and a Supplemental Appropriation – Medical Examiner

WHEREAS, the current medical examiner and forensic pathology services contract will expire on September 1, 2022; and

WHEREAS, in accordance with the County's Purchasing Policy, a formal bid process was performed and submitted proposals were evaluated; and

WHEREAS, it was determined after careful review and consideration the evaluation committee recommends the award to Sparrow Hospital, Department of Pathology; and

WHEREAS, the estimated cost of providing all autopsy services is \$459,071 the first year with a 2% increase in years 2 and 3; and

WHEREAS, a pro-rated supplemental annual General Fund appropriation in the amount of \$40,902 is necessary to fund the difference between the approved budget in 2022 and the actual funds required to provide this state mandated service for the remainder of the fiscal year.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with Sparrow Hospital of Pathology for medical examiner and forensic pathology services per the proposed rates in RFP-LC-22-16 for a three (3) year term commencing on September 1, 2022 to September 1, 2025 at an estimated cost of \$459,071 in year one, and a 2% increase in year 2 and in year 3.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby appoints Michael A. Markey, M.D. as the County's Medical Examiner; and David S. Moon, M.D. and Christopher A. Hauch, M.D. as the County's Deputy Medical Examiners.

BE IT FURTHER RESOLVED that the Board authorizes a budget amendment to increase the Medical Examiner budget by \$40,902 to cover the increased cost of these services for the remainder of 2022. The total annual cost with the price increase will be included in future years budget requests.

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:**



Memorandum

To: Livingston County Board of Commissioners
From: Dave Feldpausch, EMS Director
Date: 07/22/2022
Re: Resolution Authorizing a Contract with Sparrow of Pathology
To Provide Medical Examiner and Forensic Pathology

The purpose of the RFP is to secure medical examiner services and competitively award a contract that will provide these services for the next three years. Below is a recap of the bid evaluation.

The County is currently under contract with the University of Michigan Department of Pathology for these services. The contract will expire on September 1, 2022. An RFP was originally issued in March 2022, and the University of Michigan was the only respondent at that time. The UofM bid price was \$601,758.40, payable in 12 equal monthly payments. The County requested clarification of their costs, and asked for pricing that both included and excluded Medical Examiner Investigator (MEI) services. Because UofM would not exclude MEI services, and due to the high cost of their response, the decision was made to rebid the services.

The RFP was again publicly posted on two websites, and additional outreach efforts were made in an attempt to receive more responses. Again, only one response was received, this time from Sparrow Forensic Pathology.

The Sparrow response was received within the timeline outlined in the RFP. The Evaluation Committee independently reviewed and scored the proposal. Based on an estimated 160 autopsies per year, Sparrow bid \$459,071. Additional clarification was requested regarding autopsy reporting by Sparrow, and it was determined that Sparrow follows the National Association of Medical Examiner standards for autopsy reporting, and typically meets or exceeds that standard.

Based on the above, the evaluation committee recommends award to Sparrow Forensic Pathology pending Board of Commissioners approval.

If you have any questions regarding this matter please contact me.



RFP-LC-22-05

**Medical Examiner Services for the
Livingston County Health Department**

June 22, 2022

Edward W. Sparrow Hospital Association
Sparrow Forensic Pathology
1215 E. Michigan Avenue
Lansing, Michigan 48912
517.364.2561
Sparrow.org

Section 1 – Bidder Responses
MEDICAL EXAMINER SERVICES AGREEMENT

1. **General Scope of Services.** Contractor, through its employees, subcontractors, or agents, commencing September 1, 2022, shall provide the County with the all services required of the County's Medical Examiner in accordance with Michigan Law (Act No. 181 of Public Acts of 1953, as amended including but not limited to the following (herein "Services")):
 - a. Conducting inquiries into all deaths reported to the Livingston County Medical Examiner's Office. Upon County establishing that the Livingston County Medical Examiner's Office has jurisdiction over the death, Contractor will conduct a full investigation in accordance with standards adopted by the National Association of Medical Examiners ("NAME"). Contractor shall generate a record of all reported deaths, regardless of jurisdiction, and shall maintain case files.
 - b. Performing forensic autopsies pursuant to the requirements of the State of Michigan and according to professional standards established by the NAME. Such exams shall include necessary forensic neuropathology, toxicology, anthropology, entomology, odontology, biology, radiology, and any other specialized testing, based upon standards established by the NAME.
 - c. Signing all appropriate death certificates and review and authorize cremation permits in a timely manner. Contractor will work cooperatively with funeral directors and the Livingston County Clerk's Office to ensure that death certificates and cremation permits are completed accurately and in a timely manner, as required by law. Contractor shall keep a record of all cremation permits issued and forward the information to the County on a monthly basis for billing purposes.
 - d. Providing necessary communications and being available to respond to the inquiries of County staff, prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral directors, health care institutions and their professional staff, and involved citizens and families regarding particular death investigations and general procedures.
 - e. Providing necessary information to and participate in death reviews, including participation in child death review team meetings.
 - f. Participating in court proceedings, when officially requested.

- g. Attending meetings with County officials as needed.
 - h. Appointing medical examiner investigators, determining the duties assigned to the medical examiner investigators, and promulgating rules relative to the conduct of the medical examiner's office.
2. **Autopsy Reports and Death Certificates.** Contractor shall utilize its best efforts to:
- a. Conduct autopsies within twenty-four (24) hours of a body's release from the scene of death, except for on Sundays and Contractor's holidays. It is recognized that circumstances, such as frozen bodies, high caseload, and donations to Gift of Life, may delay autopsies.
 - b. Make preliminary autopsy findings available no later than 9 a.m. on the day following the autopsy, unless the day following the autopsy is a Sunday or Contractor holiday.
 - c. Complete death certificates with any items pending further testing or information within sixty (60) days of the date of autopsy, unless special diagnostic studies are necessary and such studies delay completion of the death certificate.
 - d. Make available no less than ninety percent (90%) of all final autopsy reports in the Medical Examiner's Office within sixty (60) days from the date of autopsy, unless special diagnostic studies are necessary and such studies delay completion of the report.
3. **Case Records.** Contractor shall maintain medical examiner case records originating during the term of this Agreement in its office in professional acceptable content and format. The County shall have the sole and exclusive right to records, excluding those medical records required to be confidentially maintained pursuant to patient privacy laws, pertaining to the services rendered by Contractor pursuant to this Agreement. Contractor shall have use of necessary records when such access is required for the performance of the services to be provided under this Agreement and for any of its quality, compliance or any other reviews Contractor deems necessary. Upon the completion or termination of this Agreement, all records excluding those medical records required to be confidentially maintained pursuant to patient privacy laws, pertaining to services provided hereunder in Contractor's possession shall be turned over to the County; provided, however that Contractor shall have access to the records upon its written request. Furthermore, nothing in this Section shall be read as requiring Contractor to delete any

information it maintains electronically or records that Contractor is required to maintain by law.

For Medical Examiner records that are public records under the Freedom of Information Act ("FOIA"), Contractor shall cooperate with the County in providing a response to requests for disclosure of public records under FOIA. Contractor shall promptly forward all FOIA request for Medical Examiner records to the County within three (3) business days after its receipt of the request.

4. **Compensation.** The County shall compensate Contractor for Services performed under this Agreement as follows:
 - a. See separate Pricing Proposal (RFP-LC-22-16 Medical Examiner Services for Livingston County PRICING PROPOSAL)
 - b. The Annual Rate amount for the Services shall increase in accordance with Contractor's costs, determined solely by Contractor, at a rate not to exceed four percent (4%) per year.
 - c. Contractor shall invoice the County for Services provided on a monthly basis. The invoices shall be sent to:
Livingston County Medical Examiner Coordinator
1911 Tooley Road
Howell, MI 48855
 - d. All payments under this Agreement shall be mailed to Contractor at the address indicated on the invoice.
5. **Independent Contractor.** It is expressly understood and agreed that Contractor is an independent contractor. The employees, subcontractors, and agents of Contractor shall in no way be deemed to be and shall not hold themselves out as employees of the County, but they may be considered agents of the County in their respective capacities as Medical Examiner and Deputy Medical Examiner, and as such, do not forfeit governmental immunity by entering into this Agreement. Contractor's employees, agents, and subcontractors shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to health and accident insurance, life insurance, paid vacation or sick leave or longevity. Contractor and any agent or subcontractors shall be responsible for paying all compensation due their employees and agents for work which they perform under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State, and local governments. It is also expressly understood and agreed that County and its employees, subcontractors, and agents shall in no way be deemed to be and shall not hold themselves out as employees of the Contractor.

6. **Required Insurance.** Contractor shall procure and maintain during the life of this Agreement, the following insurance coverage, and shall provide County with evidence that such coverage is in force:

- a. **Workers' Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan;
- b. **Commercial General Liability Insurance** on a "Claims Made Basis" with limits of liability not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage; and
- c. **Professional Liability Insurance** (Errors and Omissions) with minimum limits of liability of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- d. **Additional Insured.** The commercial General Liability Insurance, as described above, shall include an endorsement stating the following, "Additional Insureds: The County of Livingston, all County of Livingston elected and appointed officials, and all County of Livingston employees, boards, commissions and/or authorities and board members, including employees thereof."

The Commercial General Liability Insurance shall be considered to be Primary coverage to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary contributing or excess.

- e. **Cancellation Notice.** All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to Livingston County, ATTN: Fiscal Services – procurement 304 E. Grand River Ave., Suite 204, Howell, MI 48843."
- f. **Proof of Insurance.** Contractor shall, upon request provide to the County, at the time of this Agreement is signed, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies must be furnished.

7. **No Indemnifications and Hold Harmless.** It is understood that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its own liability arising from the acts or omissions of its employee or agents, occurring in the

course of performing this Agreement. Neither party shall assume any liability of the other, or defend, indemnify or hold harmless the other party, against any claims or liability of the other party, arising from the other party. Nothing in this Agreement shall be interpreted to waive or limit in any way the protections and privileges provided by law, including without limitation governmental immunity.

8. **Warranty Regarding Health Care Fraud.** The County represents and warrants that as of the Execution Date of this Agreement, the County:

- a. Has not been listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; and
- b. Has not been convicted of any crime related to defrauding any health care benefit program.

The County further agrees to notify Contractor, in writing, immediately if the County is listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or if the County is convicted of any crime related to defrauding any health care benefit program.

9. **Debarment and Suspension.** The County and Contractor both certify to the other that to the best of its knowledge and belief it:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Has not within the three (3) year period preceding this Agreement been convicted of or had a civil judgement rendered against it for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction of contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
- c. Is not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in (b) above; and
- d. Has not within the three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If any of the events listed in the first paragraph of Section 10 occur or are found to have occurred while this Agreement is in effect either party may, without any

liability to the other, terminate this Agreement effective immediately upon delivery of written notice of termination to the other party.

10. **Compliance with the Law and Arbitration** In performing the Services to be conducted under this Agreement, Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules, and regulations.

All disputes hereunder, including but not limited to, claims for breach of this Agreement, claims based on state or federal statutes, including civil rights claims under state and federal law, and claims based on common law, shall be resolved through arbitration. Arbitration shall be conducted according to the Michigan Court Rules and the applicable rules of the American Arbitration Association ("AAA"). In the event of a conflict between the Michigan Court Rules and AAA Rules, the Michigan Court Rules shall control. Arbitration shall be the parties' sole recourse for resolution of disputes arising under this Agreement. The party asserting the claim must initiate the arbitration by filing a written Demand for Arbitration (the "Demand") with both the regional office of AAA and the other party. This Demand shall be filed within one hundred eighty (180) days of the date the claim accrued or the claim shall be forever barred. The arbitration shall be conducted in Ingham County, Michigan. Parties shall have the right to legal counsel and reasonable discovery. Parties shall bear equally the cost of AAA's filing fee. The arbitrator, however, shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in court, including the allocation of fees. The arbitrator's award shall be final and binding upon Contractor and County and a judgment of the Michigan Circuit Court or the United States District Court may be rendered thereon. Judicial review shall not be permitted, unless allowed by Michigan law.

This Agreement shall be construed according to the laws of the State of Michigan.

11. **Confidentiality.**

- a. The County acknowledges that any and all information related to (i) Contractor's Services hereunder, including, but not limited to, individually identifiable health information as defined by the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and (2) the conduct by Contractor of providing health care, is strictly confidential and constitutes the exclusive property of Contractor, and that the use or disclosure of such matters, other than pursuant to the terms of this Agreement, shall be contrary to the best interests of Contractor and shall cause harm and damage to Contractor and its medical practice. In furtherance and on account thereof, the County covenants and agrees (i) to comply with state and federal laws regarding confidentiality of individually identifiable health information, including, but not limited to, HIPAA and (ii) to comply with all of Contractor's policies and

procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information.

- b. The confidentiality restrictions set forth in Subsection a. of this Section shall not apply to information which: (i) generally becomes available to the public through no act of the County in breach of this Agreement; (ii) was in the possession of, or available to the County on a non-confidential basis prior to its disclosure; or (iii) is independently developed by the County. The parties

- 12. **License Requirements.** Contractor's employees that are providing Services under this Agreement shall at all times while this Agreement remains in effect meet all Federal, State and local license and/or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate automatic termination of the employee's ability to provide Services under this Agreement.

- 13. **Nondiscrimination.** Contractor and the County, as required by law, shall not discriminate against a person to be served or any 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, sexual orientation, gender identity, disability, height, weight, marital status, political affiliation or beliefs, except where age, sex or lack of disability constitutes a bona fide occupational qualification.

Each party shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

- a. Section 504 of the Rehabilitation Act of 1973, as amended.
- b. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- c. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- d. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC§12101 et.seq.), as amended, and rules and regulations promulgated thereunder.

- 14. **Waivers.** No failure or delay on the part of either the County or Contractor in exercising any right, power or privilege under this Agreement 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.

15. **Amendment of the Agreement.** All modifications, amendments, or waivers of any provision of this Agreement or the Services to be performed hereunder shall be made only by the written mutual consent of the parties hereto.
16. **Assignment.** Neither party shall subcontract or assign this Agreement without the prior written consent of the other party.
17. **Subcontracting.** Other than as noted in this Section, Contractor and County may not subcontract, delegate, or assign its duties under this Agreement without the prior written consent of the other party. Furthermore, the restrictions of this Section shall not apply to the appropriate delegation of responsibilities to a Deputy Medical Examiner appointed by the County or to the appropriate delegation of responsibilities to a Medical Examiner Investigator by Contractor.
18. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
19. **Complete Agreement.** This Agreement and any exhibits incorporated by reference contains all the terms and conditions agreed upon by the County and Contractor, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either the County or Contractor unless done in accordance with Section 16 of this Agreement.
20. **Notification of Claims and Joint Defense.** County and Contractor shall promptly notify the other of any claim against them with respect to or arising from the Agreement. To the extent a claim is brought against County or Contractor, the parties shall, as reasonably able and as recommended by their respective independent legal counsel, cooperate in the defense of such claim. Upon a party's request, the notifying party shall provide the other party with all known details of the nature, circumstances, and disposition of any suits, claims or investigations reportable under this Section; provided, however, that nothing in this Section shall require any party to provide the other with any information prohibited to be disclosed by applicable law or administrative agency requirement, or to waive any privilege.
21. **Agreement Period and Termination.** This Agreement shall become effective and performance thereon shall commence on the 1st day of September, 2022 and shall continue through the 31st day of August, 2025, at which time it shall expire. Notwithstanding any other provision in the Agreement to the contrary, this

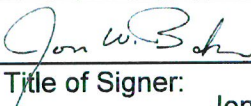
Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party.

22. **Notices.** Any notice required by this Agreement shall be deemed given if sent by certified or registered mail, with postage fully prepaid, at the last known address of the party to_ be notified. Notices shall be deemed given on the date of mailing, irrespective of the date of receipt.
23. **Invalid/Unenforceable Provisions.** If any section, clause, or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling of any tribunal of competent jurisdiction, that section, clause, or provision shall be null and void and shall be considered to be deleted and the remainder of the Agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable section, clause, or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid.
24. **Certification of Authority to Sign Agreement** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

Exhibit A- Contractor's Employees Appointed

Medical Examiner:	Michael A. Markey, M.D.
Deputy Medical Examiner:	David S. Moons, M.D.
Deputy Medical Examiner:	Christopher A. Hauch, M.D

2.1 Company Profile

Official Name of Bidder: Edward W. Sparrow Hospital Association		Type of Entity/Organization (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input checked="" type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address: 1215 E. Michigan Avenue		
City: Lansing		
State: MI	Zip Code: 48912	
Website: www.sparrow.org		
Primary Contact Name: Elizabeth M. Reust		
Primary Contact Phone Number 517-371-9475		Dun & Bradstreet (D&B) Number (if applicable):
Primary Contact Email Address: elizabeth.reust@sparrow.org		
Federal Tax ID Number: 38-1360584		
Has your company ever been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, has it been lifted and if so, when?		
Has your company ever been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, has it been lifted and if so, when?		
Brief history of your company, including the year it was established: Fully accredited through the National Association of Medical Examiners since 2009.		
The individual below is authorized to sign on behalf of the company submitting this proposal. Proposals must be signed by an official authorized to bind the provider to its provisions for a period of at least 90 days.		
Signature: 		
Name and Title of Signer: Jon W. Baker, Director of Laboratories		
Date: June 22, 2022		

***Please include a current W-9 and evidence of insurance coverage as outlined in Section 4.3: Insurance Requirements.**

2.2 References

List at least three references, preferably from individuals or organizations where services similar to those requested in this RFP were provided.

Entity Name: Ingham County Health Department	
Contact Name: Linda S. Vail, MPA	Title: Health Officer
City: Lansing	State: MI
Phone Number: 517-877-4311	Years Served: 2011-Present
Contact Email: lvail@ingham.org	
Description of Services: Complete Medical Examiner Services	
Annual Caseload/Volume: 1085 deaths reported annually	

Entity Name: Eaton County Health Department	
Contact Name: John F. Fuentes, CPA	Title: Eaton County Controller/Administrator
City: Charlotte	State: Michigan
Phone Number: 517-543-2122	Years Served: 2007-Present
Contact Email: jfuentes@eatoncounty.org	
Description of Services: Complete Medical Examiner Services	
Annual Caseload/Volume: 235 reported deaths annually	

Entity Name: Ionia County Health Department	
Contact Name: Stephanie Fox	Title: Administrator
City: Ionia	State: Michigan
Phone Number: 517-527-5300	Years Served: 2014-Present
Contact Email: sfox@ioniacounty.org	
Description of Services: Complete Medical Examiner Services	
Annual Caseload/Volume: 120 deaths reported annually	

2.3 Certificate of Compliance with Public Act of 517 of 2012

I certify that neither E.W. Sparrow Hospital Association, nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Invitation to Proposal, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

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

Name of Company: E. W. Sparrow Hospital Associaion
By: Jon W. Baker <i>Jon W. Baker</i>
Title: Director of Laboratories
Date: June 22, 2022

Notary
State of _____
County of _____
Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires: _____

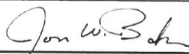
2.4 Proposal Submission Checklist

To enable consistent Proposal evaluation, the following Proposal Contents/Format has been developed.

FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.

Complete?	Item Description
x	Section 1 – Bidder Responses: Bidders may provide narrative responses/information to address any Scope of Work components.
x	Section 2.1 – Company Profile
x	Section 2.2 - References
x	Section 2.3 – Certificate of Compliance with Public Act 517 of 2012
x	Section 2.4 – Proposal Submission Checklist
x	Attachment A - Questionnaire
x	Attachment B – Pricing (either Option 1 or Option 2)
	Addendum Signature Page (s) *(If applicable)

Submitted proposal contains all completed forms/certifications as listed above:

Authorized Signature:	
Printed Name of Authorized Representative:	Jon W. Baker
Title:	Director of Laboratories
Date:	June 17, 2022

Improving the health of the people in our communities by
providing quality, compassionate care to everyone, every time

QUESTIONNAIRE

1. Overview of Services Proposed

Contractor will meet County's proposed criteria with the following notations. (See Section 1, Bidder Responses for additional details.)

1.2 Scope of Work

In accordance with Michigan Law (Act No. 181 of Public Acts of 1953) the medical examiner will be solely responsible for appointing medical examiner investigators, determining the duties assigned to the medical examiner investigators, and promulgating rules relative to the conduct of the medical examiner's office.

1.3 (A) Autopsy Reports and Death Certificates

Autopsies will be conducted within twenty-four (24) hours of a body's release from the scene of death, except for on Sundays and Contractor's holidays. It is recognized that circumstances, such as frozen bodies, high caseload, and donations to Gift of Life, may delay autopsies.

1.3 (E) Autopsy Reports and Death Certificates

Final autopsy reports will be available in the County Medical Examiner's Office, within sixty (60) days from the certified date of death ninety percent (90%) of the time unless special diagnostic studies are necessary and such studies delay completion of the case. ~~Failure to meet the time frame will result in a \$1,500.00 per month penalty for each month not meeting the benchmark.~~

1.4 Case Records

Case records will be maintained electronically in MDILog and the County will have access to all records.

1.5 (F) Compensation

Compensation will be according to the attached Pricing Proposal.

4.3 Insurance Requirements

Contractor carries the following insurance:

Commercial General Liability Insurance on a "Claims Made Basis" with limits of liability not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage; and

Professional Liability Insurance (Errors and Omissions) with minimum limits of liability of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

Automobile Liability insurance will not be included in this agreement, as the contractor will not be providing any transportation.

2. **Curriculum Vitae**

See attached

3. **Qualifications**

See attached

4. **Medical Licenses**

See attached

5. **Training**

Continuing education for medical examiner investigators is provided on a regular basis. All medical examiner investigators must be ABMDI certified upon being appointed or must become ABMDI certified within six months of appointment.

6. **Back-up**

Investigative support is available 24/7 from our offices in Lansing. Response may be by telephone at the discretion of the medical examiner. Estimated time of arrival upon notification is within 90 minutes.

7. **Case Records**

Case records will be maintained electronically in MDILog and the County will have access to all records.

8. **Policies**

We have 82 policies comprised of nearly 500 pages. Specific policies will be provided upon request or electronic access to our Policy & Procedure Manual will be made available to necessary personnel.

CURRICULUM VITAE
MICHAEL A. MARKEY, MD
June 22, 2022

PERSONAL

Work Address: Sparrow Forensic Pathology
Sparrow Hospital
1215 East Michigan Ave.
Lansing, Michigan 48912

E-mail Address: michael.markey@sparrow.org

EMPLOYMENT

04/03 to Present Sparrow Forensic Pathology
Medical Director of Forensic Pathology (2015-)
Sparrow Hospital
Lansing, Michigan

07/02 to 03/03 First Forensic Medical Laboratories, SC and
Capitol Forensic Medicine, SC
Springfield, Illinois

MEDICAL EXAMINER APPOINTMENTS

2014 to Present	Medical Examiner	Ingham County, MI
2011 to 2014	Deputy Medical Examiner	Ingham County, MI
2014 to Present	Medical Examiner	Ionia County, MI
2014 to Present	Medical Examiner	Isabella County, MI
2007 to Present	Medical Examiner	Eaton County, MI
2007 to Present	Medical Examiner	Shiawassee County, MI
2003 to 2007	Deputy Medical Examiner	Shiawassee County, MI
2016 to 2018	Medical Examiner	Barry County, MI
2006 to 2016	Deputy Medical Examiner	Barry County, MI
2014 to 2017	Medical Examiner	Livingston County, MI
2005 to 2014	Deputy Medical Examiner	Livingston County, MI

2011 to 2017	Medical Examiner	Montcalm County, MI
2003 to 2014	Deputy Medical Examiner	Allegan County, MI
2003 to 2014	Deputy Medical Examiner	Muskegon County, MI
2010 to 2014	Deputy Medical Examiner	Kalamazoo County, MI
2014	Deputy Medical Examiner	Calhoun County, MI

EDUCATION/TRAINING

2001-2002	Office of the Medical Investigator, Albuquerque, NM Fellowship, Forensic Pathology
2000-2001	University of New Mexico, Albuquerque, NM Neuropathology Acting Fellowship
1996-2000	University of New Mexico, Albuquerque, NM Residency, Anatomic and Clinical Pathology Chief Resident of Pathology (1999-2000)
1992-1996	Southern Illinois University School of Medicine, Springfield, IL MD
1988-1992	Western Illinois University, Macomb, IL BS, Biology

LICENSURE/CERTIFICATION

Medical Licenses	State of Michigan	Lic. Num. 4301081276
	State of New Mexico	Lic. Num. 2000-67 - inactive
	State of Illinois	Lic. Num. 036-106240 - inactive

Diplomate of the American Board of Pathology
Combined Anatomic/Clinical Pathology, September 2001
Forensic Pathology, November 2002

ACADEMIC APPOINTMENTS

Michigan State University – College of Osteopathic Medicine
Clinical Assistant Professor
October 2012 – Current

Michigan State University – College of Human Medicine

Clinical Assistant Professor
January 2016 - Current

Southern Illinois University School of Medicine
Clinical Assistant Professor, Department of Pathology
August 2002 – March 2003

CURRENT HOSPITAL STAFF APPOINTMENTS

Sparrow Hospital - Lansing, Michigan
May 2003 - Present

HONORS

University of New Mexico Health Sciences Center
Chief Resident of Pathology, 1999-2000

Southern Illinois University School of Medicine
Alpha Omega Alpha, 1995
Honors - Second year curriculum, 1993-94
Honors - Surgery, Medicine, and Pediatric Clerkships, 1994-95
Institutional Honors upon graduation, 1996

Western Illinois University
Phi Kappa Phi - academic honor society
Phi Eta Sigma - freshman honor society
University Dean's List - 8 semesters
Departmental Scholar, Biology Department 1992

PROFESSIONAL SOCIETY MEMBERSHIPS

National Association of Medical Examiners, Fellow
American Academy of Forensic Sciences, Fellow
Michigan Association of Medical Examiners, Member
College of American Pathologists, Fellow
American Society of Clinical Pathologists, Fellow

COMMITTEE APPOINTMENTS

Michigan Association of Medical Examiners
- President (2010- 2012)
- Executive committee member (2009- 2015)
- Legislative liaison (2009-2010)

- Delegate to the Michigan State Medical Society House of Delegates (2009-2012)

National Association of Medical Examiners

- Ad Hoc Committee on Forensic Toxicology (2009-2016)
- EPP-Forensic Fellow In-Service Exam (2010-2016)

Michigan Medical Examiner System Workgroup (2016-present)

Ingham, Ionia, Isabella, Shiawassee, and Eaton County Child Death Review Committees (Current)

Ingham County Elder Death Review Committee

CAP Resident Forum representative, State of New Mexico, 1999-2001

Anatomic Pathology Process Workgroup, TriCore Reference Laboratories and The University of New Mexico, 1999

Clinical Pathology Technical Council, TriCore Reference Laboratories and the University of New Mexico, 2000

VAMC Pathology Service Chief Search Committee, 2000

Undergraduate Medical Education Committee, University of New Mexico, 1999-2000

Ethics Curriculum Committee, University of New Mexico, 2000

University of New Mexico Housestaff Committee, 1999-2000

Pathology Residency Selection Committee, University of New Mexico, 1996-2000

TEACHING/EDUCATIONAL ACTIVITIES

Michigan State University - College of Osteopathic Medicine
Lecturer in pathology (2012-2017)
Oversight of pathology curriculum

Michigan State University – Osteology and Forensic Anthropology Course
Invited lecturer – 2014-2015

University of Michigan Pathology Residency Program
Lecturer in forensic pathology, 2003 – 2007

Michigan State University Forensic Sciences Program

Invited speaker, Introduction to Forensic Pathology – 2003

Michigan State University Department of Emergency Medicine

Instructor, Forensic Pathology Elective Rotation,

Invited speaker/presenter, monthly Morbidity and Mortality Conference,

Michigan State University College's of Human and Osteopathic

Medicine/Sparrow Health Services

Instructor, Elective in Forensic Pathology, 2003 - present

University of New Mexico School of Law

Expert Witness, Evidence/Trial Practice class, 1999 and 2001

University of New Mexico School of Medicine

Neuropathology gross conference (brain cutting conference), 2000-2001

Surgical neuropathology conference, 2000-2001

Medical student laboratory instructor, neuropathology, 2001

Medical student laboratory instructor, gross anatomy and pathology

1996-2000

PRESENTATIONS

“Investigation of Drug Related Deaths”, Blue Cross and Blue Shield Advanced and Master Class Training, New Hudson, MI September 2019.

“Investigation of Drug Related Deaths”, Prosecuting Attorneys Association of Michigan (PAAM) 5th Annual Drug Initiatives Conference, East Lansing, MI, July 2019

“The Frequency of Cannabinoids in a Medical Examiner Population”, Poster Presentation, American Academy of Forensic Sciences 71st Annual Scientific Meeting, Baltimore, MD, February 2019.

“Investigation of Drug Related Deaths”, National Attorneys General Training and Research Institute (NAGTRI) Overdose Death Investigation & Prosecution Training hosted by the Michigan Department of Attorney General, Lansing, MI, August 2018.

“Is This Death due to Drug Intoxication?”, Medical Examiner and Coroner Training Program, Henry Center-Michigan State University, Lansing, MI, June 2011 and Soaring Eagle Conference Center, Mount Pleasant, MI, November 2011.

“Histologic Diagnosis of Amniotic Fluid Embolism: Providing Context Through Immunohistochemistry”, American Academy of Forensic Sciences 62nd Annual Scientific Meeting, Seattle, WA, February 2010

“Forensic Pathology Aspects of Motor Vehicle Fatalities”, Advanced OWI Prosecution Course, Augusta, MI, September 2009

“Rethinking SIDS – Proposed Subclassification of SIDS”
Michigan Association of Medical Examiners Annual Meeting, Mt. Pleasant MI, October 2004

“Integrated Forensic and Academic Neuropathology in a Regionalized Autopsy Center, University of New Mexico Pathology Grand Rounds, February 2002

“Biological and Chemical Agents of Terrorism”, Advances in Forensics Conference, Gallup, NM, December 2001

“Gunshot Wounds”, 28th Medicolegal Investigation of Death Forensic Science Seminar, Albuquerque NM, September 2001

“An Unusual Case of Hanging”, 28th Medicolegal Investigation of Death Forensic Science Seminar, Albuquerque NM, September 2001

“Immunocytochemical Localization of Hantavirus in the CNS of Patients with Hantavirus Cardiopulmonary Syndrome” Platform presentation at the 77th Annual Meeting of the Am. Assoc. of Neuropathologists, Chicago IL, June 21-24, 2001

“Ehlers-Danlos Syndrome, Vascular Type”, University of New Mexico Pathology Grand Rounds, May 2000

“Death of a Gold Miner”, 26th Medicolegal Investigation of Death Forensic Science Seminar, Albuquerque, NM, September 1999

“Genotypic and Phenotypic Antiretroviral Resistance Testing”, University of New Mexico, Medical Technologist Continuing Medical Education, August 1999

“Automobile Airbag-Related Injuries and Fatalities”, University of New Mexico Pathology Grand Rounds, April 1998

PUBLICATIONS/ABSTRACTS

Markey CN, Markey, MA, Hansma, PA, and Vogelsberg LR. “The Frequency of Cannabinoids in a Medical Examiner Population”. Abstract in the Proceedings of the American Academy of Forensic Sciences 71st Annual Scientific Meeting; page 893 – Poster Presentation, 2019.

Isa MI, Hefner JT, Markey MA. Application of the Stephan el al. Chest Radiograph Method to Decomposed Human Remains. *Journal of Forensic Sciences* 2017 Feb 7, doi: 10.1111/1556-4029.13432 [Epub ahead of print]

Shvartsbeyn M, Phillips GK, Markey MA, Morrison AL, DeJong JL, Castellani RJ. Cocaine-induced Intracerebral Hemorrhage in a Patient with Cerebral Amyloid Angiopathy. *Journal of Forensic Sciences* 2010 Sept; 55(5): 1389-1392.

Croft PR, Markey MA, deJong JL, and Elieff MP. "Histologic Diagnosis of Amniotic Fluid Embolism: Providing Context Through Immunohistochemistry". Abstract in the Proceedings of the American Academy of Forensic Sciences 62nd Annual Scientific Meeting; pages 313-314 – Platform Presentation, 2010.

Silver SA, deJong JL, Croft PR, Markey MA, and Elieff MP. "MAPS: How a Statewide Pharmaceutical Database Improves Death Investigation" Abstract in the Proceedings of the American Academy of Forensic Sciences 62nd Annual Scientific Meeting; pages 306-307 – Platform Presentation, 2010.

McClellan AL, Foran DR, Croft PR, deJong JL, Markey MA. "The Persistence of Foreign DNA Under Fingernails". Abstract in the Proceedings of the American Academy of Forensic Sciences 61st Annual Scientific Meeting; page 73 – Platform Presentation, 2009.

Castellani RJ, Grothous HF, Croft PR, Markey MA, deJong JL. "Sudden Death in Epilepsy: A Review of 51 Consecutive Cases". Abstract in the Proceedings of the American Academy of Forensic Sciences 61st Annual Scientific Meeting; page 238 – Platform Presentation, 2009.

Croft PR, deJong JL, Markey MA, Smith, M. "Levorphanol, Dextromethorphan, and a Case of (Probable) Mistaken Identity". Abstract in the Proceedings of the American Academy of Forensic Sciences 61st Annual Scientific Meeting; pages 264-265 – Platform Presentation, 2009.

deJong JL, Markey MA, Castellani RJ. "Stairway Related Deaths: An Analysis of Autopsy Findings of Individuals Found Dead at the Bottom of a Stairway". Abstract in the Proceedings of the American Academy of Forensic Sciences 60th Annual Scientific Meeting; page 299 – Platform Presentation, 2008.

Phillips DG, deJong JL, Markey MA, Castellani RJ. Cocaine Induced Intracerebral Hemorrhage in a Patient with Cerebral Amyloid Angiopathy: A New Risk Factor for Stroke in Cocaine Users. Abstract in the Proceedings of the American Academy of Forensic Sciences 60th Annual Scientific Meeting; page 259 – Platform Presentation, 2008.

Markey M and Zumwalt R. "Fatal Carbon Monoxide Poisoning Following Detonation of Explosives in an Underground Mine: A Case Report". Am J Forensic Med Pathol. 2001 Dec;22(4):387-90

Markey M, Hjelle B, and Becher, M. "Immunocytochemical Localization of Hantavirus in the CNS of Patients with Hantavirus Cardiopulmonary Syndrome" J Neuropathol Exp Neurol 2001 May; 60(5): 509

Kornfeld M, Markey, M, and Hart, B. "Cerebral Calcinosis and Systemic Lupus Erythematosus" J Neuropathol Exp Neurol 2001 May; 60(5): 528.

Markey M, Havlik D, Bollinger B, Zumwalt R, and Becher M. "Integrated Forensic and Academic Neuropathology in a Regionalized Autopsy Center" Abstract presented at the 2001 Annual Meeting of the National Association of Medical Examiners, Richmond VA, October 2001.

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BOARD OF MEDICINE

M147295

PHYSICIAN
LICENSE

MICHAEL ALAN MARKEY

PERMANENT I.D. NO.
4301081276

EXPIRATION DATE
01/31/2019

4002814

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ISSUED UNDER THE LAWS OF
THE STATE OF MICHIGAN.

ABMS® Board Certification Credentials Profile*A service provided by the American Board of Medical Specialties***New Search | Search Results | Email For Feedback | Save Physician | Print Profile**

To become Board Certified, a physician must achieve expertise in a medical specialty or subspecialty that meets the profession-driven standards and requirements of one (or more) of the 24 ABMS certifying boards. To maintain Board Certification, the certifying boards may require physicians, depending on their date of initial certification, to participate in on-going programs of continuing learning and assessment (Maintenance of Certification) designed to help them remain current in an increasingly complex practice environment.

Michael Alan Markey (ABMSUID - 700845)

Viewed:7/12/2017 12:47:03 PM CST

DOB: 04/21/1970
Education: 1996 MD (Doctor of Medicine)
Address: **Private**
 East Lansing, MI 48823-2349 (United States)

Individual NPI ¹ : 1649673849**Show Active Medical License(s) ² :****Certification:****American Board of Pathology****Anatomic Pathology & Clinical Pathology - General****Status: Certified**

Status	Duration	Occurrence	Start Date - End Date
Active	Lifetime	Initial Certification	09/21/2001 -

Forensic Pathology - Subspecialty**Status: Certified**

Status	Duration	Occurrence	Start Date - End Date
Active	Lifetime	Initial Certification	11/04/2002 -

Learn more about Pathology MOC program¹ **NPI: Not for Primary Source Verification (PSV).**² **State of Licensure provided by Federation of State Medical Boards (FSMB): Not for Primary Source Verification (PSV).**

Notice: It is up to the user to determine if the physician record obtained from this service is that of the physician being sought.

David Moons, M.D., Ph.D.
Assistant Medical Examiner
Sparrow Forensic Pathology Services
1215 E. Michigan Ave Lansing, MI 48912
Phone: (517) 364-2561
Email: David.Moons@sparrow.org

Education and Training

Education

1997 BS, Biological Sciences, University of Illinois at Chicago, Chicago, IL
2007 MD, PhD, Medicine and Molecular Genetics, University of Illinois at Chicago, Chicago, IL

PostDoctoral Training

2007-2010 Residency, Anatomic Pathology, University of Michigan, Ann Arbor, MI
2010-2013 Fellowship, Gastrointestinal Pathology and Basic Research, University of Michigan, Ann Arbor, MI
2014-2015 Fellowship, Cytopathology, University of Michigan, Ann Arbor, MI
2015-2016 Fellowship, Forensic Pathology, University of Michigan, Ann Arbor, MI

Certification And Licensure

Certification

Anatomic Pathology - American Board of Pathology
Cytopathology - American Board of Pathology
Forensic Pathology – American Board of Pathology

Licensure

State of Michigan, Medical License

Academic, Administrative, Clinical, and Research Appointments

07/2010-06/2013 Clinical Lecturer in the Department of Pathology, University of Michigan, Ann Arbor, Michigan
07/2016-02/2019 Assistant Clinical Professor of Pathology, University of Michigan, Ann Arbor, Michigan
03/2019-Present Assistant Medical Examiner, Sparrow Forensic Pathology Services (Ingham County, Eaton County, Ionia County, Isabella County, and Shiawassee County)

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

BOARD OF MEDICINE
PHYSICIAN LICENSE

DAVID SCOTT MOONS

LICENSE NO.	EXPIRATION DATE
4301090044	02/22/2025 21363151240

DAVID SCOTT MOONS
SPARROW FORENSIC PATHOLOGY
1322 W MICHIGAN AVE
LANSING, MI 48912

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED
AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY
COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BOARD OF MEDICINE
PHYSICIAN LICENSE

DAVID SCOTT MOONS

LICENSE NO.
4301090044

EXPIRATION DATE
02/22/2025

21363151240

THIS DOCUMENT IS DULY
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THE STATE OF MICHIGAN

The American Board of Pathology

Herewith affirms that

David Moonz, M.D.

Has pursued an accepted course of graduate study and clinical work and has demonstrated proficiency to the satisfaction of the Board of Trustees.

Therefore, on this sixth day of September, 2017,

The American Board of Pathology

grants this certificate and declares the above physician to be a Diplomate and certified in

Pathology - Forensic



Continuing certification requires participation in Maintenance of Certification®.

James R. Stubb
President

Karen Kane
Vice President

St. E. ...
Secretary

St. E. ...
Treasurer

Erin P. ...

W. ...

Will ...

David ...

Christopher Alan Hauch, MD

Diplomate, American Board of Pathology

2815 Steven Drive | Johnson City, TN 37604 | (989) 392-7191 | christopherhauch@gmail.com

EMPLOYMENT EXPERIENCE

Assistant Professor, Forensic Pathology and Neuropathology
William L. Jenkins Forensic Center
Quillen College of Medicine
East Tennessee State University, Johnson City, TN
April 2021 – Present

Forensic Pathologist
El Paso County Coroner's Office
Colorado Springs, CO
July 2020 – March 2021

POST-GRADUATE TRAINING

Forensic Pathology Fellowship
Southwestern Institute of Forensic Sciences
University of Texas Southwestern Medical Center, Dallas, TX
July 2019 – June 2020

Neuropathology Fellowship
University of Texas Southwestern Medical Center, Dallas, TX
July 2017 – June 2019

Anatomic Pathology Residency, *Chief Resident 2016 to 2017*
University of Texas Southwestern Medical Center, Dallas, TX
July 2014 – June 2017

EDUCATION

Doctor of Medicine, *Highest Honors*
Ross University School of Medicine, Portsmouth, Dominica
September 2010 – March 2014

Bachelor of Science, Biomedical Science, *Summa Cum Laude*
Western Michigan University, Kalamazoo, MI
September 2005 – April 2009

BOARD CERTIFICATIONS & MEDICAL LICENSURE

Board Certified in Forensic Pathology
American Board of Pathology
October 2020

Board Certified in Neuropathology
American Board of Pathology
August 2019

Board Certified in Anatomic Pathology
American Board of Pathology
August 2017

State of Tennessee Physician License
License No. 62636
February 2021 – Present

State of Michigan Physician License
License No. 4301111213

November 2016 – Present

United States Medical Licensing Examinations

USMLE Step 3 (239)

August 2015

USMLE Step 2CS (Pass)

May 2013

USMLE Step 2CK (262)

June 2013

USMLE Step 1 (261)

June 2012

Educational Commission for Foreign Medical Graduates Certification

May 2014

TEACHING & MENTORSHIP EXPERIENCE

Neuropathology Resident Rotation Director

July 2021 – Present

East Tennessee State University, Johnson City, TN

- Design and direct a one month rotation centered on gross and microscopic examinations of forensic neuropathology consultation cases, review of neuropathology study set slides, and discussion of assigned reading material.

William L. Jenkins Forensic Center Summer Internship Director

May 2021 – Present

East Tennessee State University, Johnson City, TN

- Advise and manage a temporary intern as they gain exposure and first-hand experience in forensic pathology.

Medical Student Research Mentor

May 2021 – July 2021

East Tennessee State University, Johnson City, TN

- Served as principal investigator on three different medical student research projects as part of the Quillen College of Medicine Summer Research Program.
- Topics of investigation include death statistics for eight counties in East Tennessee, incidence of neurodegenerative disease in those that die by suicide, and incidence of FTLT-DTP43 in the homeless.

Brain Cutting Sessions, ETSU Pathology Residents and Medical Students

April 2021 – Present

East Tennessee State University Johnson City, TN

- Hold weekly interactive sessions centered on the gross neuroanatomy and neuropathology of brains and/or spinal cords submitted for formal evaluation.
- Describe and discuss neuroanatomy and gross neuropathology.
- Correlate gross neuropathologic findings with cause and manner of death.

Pathology Resident Lecturer

April 2021 – Present

East Tennessee State University, Johnson City, TN

- Prepare and deliver Power Point-based lectures to the ETSU pathology residents as part of their regularly scheduled morning educational series.
- Lecture topics include craniocerebral trauma, infections and inflammatory conditions of the central and peripheral nervous system, demyelinating disorders, infarcts and other vascular disorders, tumors of the central nervous system, and pediatric neuropathology.

Visiting Professor, Department of Pathology

April 2018

Ross University School of Medicine, Knoxville, TN

- Prepared and delivered six and a half hours of Power Point-based lectures to pre-clerkship medical students.
- Outlined and explained fundamental concepts of histopathology, pathophysiology, and mechanisms of disease.
- Integrated basic pathologic principles into clinical medicine.
- Lectures covered pathology of pregnancy, infancy and childhood, and breast.

Gross Neuroanatomy and Neuropathology Instructor, Medical Students

October 2017, 2018

University of Texas Southwestern Medical Center, Dallas, TX

- Led interactive learning sessions centered on gross neuroanatomy and the principles of neuropathology and neuropathologic processes
- Identified and discussed the major anatomic structures of the cerebral cortex, cerebellum, brainstem, and characteristic gross features of neuropathologic processes.
- Correlated neuroanatomic structures with neurophysiologic function as well as basic neuropathologic processes.
- Covered topics including multiple sclerosis, leukodystrophy, primary and metastatic neoplasms, infarcts, intraparenchymal hemorrhage and fat emboli.

Pathology Small Group Facilitator, Pre-Clerkship Medical Students

August 2015 – December 2018

University of Texas Southwestern Medical Center, Dallas, TX

- Led interactive learning sessions incorporating basic histologic and pathologic principles into clinical medicine.
- Utilized virtual histology slides, gross images and detailed clinical vignettes for each teaching session.
- Administered multiple choice quizzes and provide explanations of the answers and quiz content.
- Covered topics including neoplasia, genetics, cellular injury, inflammation and repair, immunology, skin, bone, soft tissue, cardiovascular, respiratory, endocrine, gastrointestinal, genitourinary, renal, gynecology, breast, peripheral and central nervous system.

AWARDS & HONORS

Bruce D. Fallis Teaching Award, *May 2019*

University of Texas Southwestern Medical Center, Dallas, TX

- Annual award given to those that exemplify Dr. Bruce D. Fallis' dedication to teaching medical students and pathology residents.

SCHOLARLY ACTIVITY

Peer Reviewer, Cureus Journal of Medical Science. Reviewed one article in 2022.

Andrew Hicks and **Chris Hauch**. Drug-Related Death Trends in and around East TN. Quillen College of Medicine Summer Research Symposium poster presentation. East Tennessee State University. September 2021.

Youssef B; **Hauch CA**, Contusion hematomas in cerebral hemispheres, Global Library of Scientific Images, <https://globallibraryofscientificimages.com/single/2021/05/contusion-hematomas-in-cerebral-hemispheres>. May 2021.

Travis Danielsen, MD, **Christopher Hauch, MD**, Leon Kelly, MD, Charles L. White, III, MD. Chronic traumatic encephalopathy (CTE)-type neuropathology in a young victim of domestic violence. Letter to the Editor. Journal of Neuropathology and Experimental Neurology, Volume 80, Issue 6, June 2021, Pages 624-627.

Travis Danielsen, MD, **Christopher Hauch, MD**, Leon Kelly, MD, Charles L. White, III, MD. Chronic traumatic encephalopathy (CTE)-type neuropathology in a young victim of domestic violence: A case report. American Association of Neuropathologists virtual poster presentation. June 2020.

Elena V. Daoud, MD, PhD, **Christopher Hauch, MD**, Travis Danielsen, MD, Rati Chkheidze, MD, Paul Yell, MD, Bret Evers, MD, PhD, Dennis K. Burns, MD, Jack Raisanen, MD, Chan Foong, MS, Ping Shang, Jeffrey J. Barnard, MD, and Charles L. White III, MD. Characterization of LATE in Subjects with Neurodegenerative Disorders in a Forensic Autopsy Population. American Association of Neuropathologists virtual poster presentation. June 2020.

Hauch C, Ogden E. A Fatal Case of Occupational Hydrogen Sulfide Exposure and Sewage Aspiration: Sewage Happens. National Association of Medical Examiners poster presentation. October 2019.

Hauch C, JJ Barnard, Danielsen T, Yell P, Chkheidze R, Evers B, Burns DK, Raisanen J, White CL III. The presence of comorbid neurodegenerative disease in the forensic setting: The rule rather than the exception? National Association of Medical Examiners poster presentation. October 2019.

Hauch C, Danielsen T, Barnard JJ, Quinton RA, Evers B, Burns DK, Raisanen J, White CL III. Frequency of neurodegenerative disease pathology in elderly subjects who die by suicide. American Association of Neuropathologists poster presentation. June 2019.

PROFESSIONAL ACTIVITIES & ORGANIZATIONS

American Association of Neuropathologists (AANP)
Regular Member

National Association of Medical Examiners (NAME)
Fellow Member

National Association of Medical Examiners (NAME)	
Education, Program, and Publications – Continuing Certification Committee Member	2022

National Association of Medical Examiners (NAME)	
Education, Program, and Publications – Education/Program Committee Member	2022

National Association of Medical Examiners (NAME)	
Education, Program, and Publications – Forensic Fellow In-Service Exam Committee Member	2022

National Association of Medical Examiners (NAME)	
Education, Program, and Publications – Forensic Pathology Fellowship Training	2022

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LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS		
BOARD OF MEDICINE		
PHYSICIAN LICENSE		
CHRISTOPHER ALAN HAUCH		
LICENSE NO.	EXPIRATION DATE	
4301111213	10/25/2024	22117040401

CHRISTOPHER ALAN HAUCH
305 WINDY RUSH LANE
DEWITT, MI 48820

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED
AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY
COMPLAINTS OR VIOLATIONS PENDING AGAINST THE
LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR
ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV
OR CALL (517) 241-0199

YOUR LICENSE MUST BE DISPLAYED IN A PROMINENT PLACE.

GRETCHEN WHITMER GOVERNOR		STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BOARD OF MEDICINE PHYSICIAN LICENSE		Q267583
CHRISTOPHER ALAN HAUCH				
LICENSE NO.	EXPIRATION DATE			
4301111213	10/25/2024	22117040401		THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN



The American Board of Pathology

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Chief Executive Officer

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Rochester, Minnesota

ABPath ID: 116235

November 2, 2020

Dr. Christopher Alan Hauch
370 Silver Spring Circle
Colorado Springs, CO 80919

Dear Dr. Hauch:

Congratulations! The Trustees of the American Board of Pathology are pleased to inform you that you have been successful in the 2020 Forensic Pathology Subspecialty certification examination. Your certification is effective October 13, 2020.

Certification by the ABPath is a hallmark of public and professional trust, indicating a diplomate's dedication to providing the highest standard of care. To maintain your certification, participation in the Continuing Certification Program, including ABPath CertLink®, is required. You have been automatically enrolled in both programs if you were not already participating.

You will receive your engraved certificate in the coming months. Your Subspecialty Certification credential will be publicly displayed on your American Board of Medical Specialties Board Certification Credentials Profile.

Again, congratulations and we wish you continued success throughout your career.

Sincerely,

Rebecca L. Johnson, M.D.
Chief Executive Officer

Improving the health of the people in our communities by
 providing quality, compassionate care to everyone, every time

Pricing Proposal

VENDOR NAME: **Edward W. Sparrow Hospital Association**

NOTE: Livingston County shall retain billing for cremation permits.

	Year 1	Year 2	Year 3
Administration fee to include:			
1. Review and authorization of cremation permits;			
2. Review of deaths reported not requiring autopsies and death certificates produced and delivered to funeral director within limits required by law;			
3. Administration of the office and records including all standard office supplies and equipment;	\$25,000	\$25,500	\$26,010
4. Attendance at Child Death Review Team meetings, at court proceedings, and meetings/communications with families and other interested parties;			
5. All remaining miscellaneous administrative services.			
MDILog (Online record management system)	\$6,071	\$6,120	\$6,242
Complete autopsies to include:			
• Toxicology (including reference lab toxicology),			
• Forensic anthropology consultations,			
• Forensic entomology consultations,	\$2,600/ autopsy	\$2,652/ autopsy	\$2,704/ autopsy
• Forensic dentistry consultations,			
• Neuropathology consultations,			
• Cardiovascular pathology consultations			
Limited & External autopsies to include:			
• Toxicology (including reference lab toxicology),			
• Forensic anthropology consultations,			
• Forensic entomology consultations,	\$600/ autopsy	\$612/ autopsy	\$624/ autopsy
• Forensic dentistry consultations,			
• Neuropathology consultations,			
• Cardiovascular pathology consultations			
In Year 1, the number of autopsies will be equal to the number of autopsies performed by University of Michigan on behalf of the Livingston County in the 2021 calendar year.			
In Year 2, the number of autopsies will be equal to the average of the number of autopsies performed in the 2021 and 2022 calendar years.			
In Year 3 the number of autopsies will be equal to the average of the number of autopsies performed in the 2022 and 2023 calendar years.			
Body Transport Services, if needed, will be at the actual cost determined by a subcontractor.			

Central Laboratory

1215 E. Michigan Avenue

T 517.371.9500

P.O. Box 30480

F 517.371.9540

Lansing, Michigan 48909-7980

SparrowLabs.org

Sample Pricing Proposal (Assuming 160 Complete Autopsies in Calendar Year 2021)

	Year 1	Year 2	Year 3
Complete Autopsies (Assuming 160 in Calendar Year 2021)	160	Average of 160 & # of autopsies done in 2022	Average of # of autopsies done in 2021 & 2022
Limited & External Autopsies (Assuming 20 in Calendar Year 2021)	20		
Administration fee to include: 1. Review and authorization of cremation permits; 2. Review of deaths reported not requiring autopsies and death certificates produced and delivered to funeral director within limits required by law; 3. Administration of the office and records including all standard office supplies and equipment; 4. Attendance at Child Death Review Team meetings, at court proceedings, and meetings/communications with families and other interested parties; 5. All remaining miscellaneous administrative services.	\$25,000	\$25,500	\$26,010
MDILog (Online record management system)	\$6,071	\$6,120	\$6,242
Complete Autopsies	\$416,000	\$2,652/ autopsy	\$2,704/ autopsy
Limited & External Autopsies	\$12,000	\$612/ autopsy	\$624/ autopsy
Annual Total	\$459,071		

RESOLUTION

NO: 2022-08-113

LIVINGSTON COUNTY

DATE: August 8, 2022

Resolution Appointing the Facility Services Director - Administration

WHEREAS, Livingston County will have a need to fill the Facilities Services Director position due to the retirement of current director Chris Folts on September 16; and

WHEREAS, this position is vital to Livingston County operations; and

WHEREAS, current Facilities Services Deputy Director Kevin Eggleston was interviewed for the position on July 25, 2022, by a panel including the County Administrator and five other Livingston County department heads; and

WHEREAS, based on education, experience, and a proven track record of accomplishment with the department, Kevin Eggleston is recommended for the position of Facilities Services Director; and

WHEREAS, this position was budgeted for and is an authorized position in the 2022 operating budget.

THEREFORE, BE IT RESOLVED that Livingston County Board of Commissioners hereby accepts the recommendation of the County Administrator to appoint **Kevin Eggleston** as the Livingston County **Facilities Services Director**, with an expected start date of September 16, 2022.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2022-08-114

LIVINGSTON COUNTY

DATE: August 8, 2022

Resolution Authorizing the Replacement of the East Complex Roof - Facility Services

WHEREAS, Facility Services recognizes a need to replace the roofing system at the East Complex building due to it being past its useful life expectancy and is in a condition of disrepair; and

WHEREAS, it is urgent to have this entire roof replaced to prevent further property damage and to protect the health and safety of individuals utilizing the building; and

WHEREAS, the EPDM rubber roofing system includes new insulation, improves the thermal capacity of the building, reduces operating cost, is more environmentally friendly and has a 20-year watertight warranty; and

WHEREAS, Facility Services, working with Lindhout Associates Architects, developed a scope of services and advertised publicly for bids. Seven companies attended a mandatory site visit and five companies responded to the bid request; and

WHEREAS, Bloom Roofing Inc. was the lowest bidder at a cost of \$831,465. Facility Services' recommends a 20% contingency in the amount of \$166,293 for unforeseen site related conditions for a total project cost not to exceed \$997,758; and

WHEREAS, Capital Replacement funds are recommended for this expenditure.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the East Complex roof replacement and entering into contract with Bloom Roofing Inc. at a base cost of \$831,465 and include a 20% contingency for the project to cover the cost of unforeseen conditions, if necessary, for a total project cost not to exceed \$997,758.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the use of F403 Capital Replacement funds for this expenditure.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts, agreements, and 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 authorizes any budget amendment to effectuate the above.

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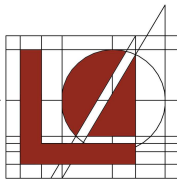
**MOVED:
SECONDED:
CARRIED:**



Livingston County East Complex Building – Roof Replacement Project

COMM. NO. 22050

- **Black fully adhered EPDM membrane roofing system.**
- **All new roof insulation, 5" total thickness with R value of 28.8.**
- **Project contingency of \$20,000.**
- **½" cover board over roof insulation for protection.**
- **Three new drainage sumps to be added. All existing sumps to be replaced with new.**
- **Insulation saddles to be added to direct drainage around existing HVAC rooftop units to existing and new drainage sumps.**
- **Proposed contractor "Bloom Roofing" has done roof repairs for Livingston County in the past – per Chris Folts.**
- **Existing gas line to receive new permanent support system.**
- **Existing roof gas line and existing roof access hatch to be repainted.**
- **All existing roof penetrations to be re-flashed.**
- **New metal roof coping around entire roof perimeter.**



June 28, 2022

Livingston County East Complex Building - Roof Replacement Project

BID TABULATION SUMMARY

COMM. NO. 22050

* Proposals received from prime bidders who did not attend and register at the 6/10/22 mandatory project walk-thru will not be opened.

CONTRACTOR REGISTERED AT MANDATORY PROJECT WALK-THRU 6/10/22	BASE PROPOSAL:	ALTERNATE PROPOSAL 01: Fully Adhered White EPDM Membrane Roofing System	FEES		ADDENDUM NO.1 - Acknowledgement YES / NO	BASE BID SUBSTITUTIONS			CONSECUTIVE DAY COMPLETION TIME	BID BOND YES / NO	DURATION OF BID PRICE HOLD
			SUBS %	OWN %		PRODUCT	MAUFACTURER	COST DIFFERENTIAL			
BLOOM ROOFING	\$886,054.00 *Does not include modifications to large gas line	No white EPDM Bid	10.0%	30.0%	YES	Black EPDM		Deduct \$54,589.00 (\$831,465.00)	25	YES	
LUTZ ROOFING	\$1,200,000.00 *with exclusions based on material and shipment cost escalations	No white EPDM Bid	10.0%	10.0%	YES	Black EPDM		Deduct \$75,000.00 (\$1,125,000.00)	60	YES	30 Days *with exclusions based on material and shipment cost escalations
						Black EPDM Ballasted system w/ R30 Insulation		Deduct \$255,00.00 (\$945,000.00)			
						PVC Base Bid for Spring 2023		Deduct \$140,000.00 (\$1,060,000.00)			
NEWTON CRANE ROOFING, INC.	\$1,500,000.00 *with exclusions based on material and shipment cost escalations and additional. See provided base bid clarifications	No white EPDM Bid	10.0%	15.0%	YES	60 LSFR Black EPDM Fully Adhered	Firestone	Deduct \$50,000.00 (\$1,450,000.00)	50	YES	N/A *with exclusions
ROYAL ROOFING	\$1,030,000.00 *with exclusions based on material and shipment cost escalations and additional. See provided base bid clarifications	No white EPDM Bid	15.0%	15.0%	YES	Black EPDM	Firestone	Deduct \$32,400.00 (\$997,600.00)	35 *working days	YES	30 Days *with exclusions and required addendum aggrement
ROYAL WEST ROOFING	\$1,254,000.00 *Price based on current material cost. Any material cost increases will be added to final contract price.	Deduct \$13,000.00 (\$1,241,000.00) *Material lead time approx. 10 months	15.0%	7.5%	YES	White .060 TPO M.F.	TBD - Carlisle / Firestone	Assumed Deduction \$50,000.00 (\$1,204,000.00)	80	YES	N/A *with exclusions

PROPOSAL-ALL TRADES

TO: Livingston County Purchasing Department
304 East grand River, Suite #204
Howell, Michigan 48843

PROJECT: Livingston County East Complex Building – Roof Replacement Project
2300 E. Grand River Ave.
Howell, MI 48843

ARCHITECT: Lindhout Associates architects aia pc
10465 Citation Drive
Brighton, MI 48116

PROPOSALS

The Undersigned _____proposes to furnish all of the material, labor, necessary tools, expendable equipment and all utility and transportation services necessary to complete in a workmanlike manner the General Contract for All Trades in accordance with the Contract Documents for:

BASE PROPOSAL Architects Comm. No. 22050 or the sum of:

_____ Dollars (\$_____)

as BASE PROPOSAL. Applicable Sales and Use Taxes are included.

ALTERNATE PROPOSALS

No. ONE (1) - PROVIDE additive or deductive cost to switch from specified PVC induction welded/mechanically fastened membrane roofing system to a fully adhered EPDM membrane roofing system as described within Section 1C of the Specifications.

_____ Dollars (\$_____).

Applicable Sales and Use Taxes are included.

FEES FOR ADDITIONAL WORK

- 01 For additional work performed by sub-contractors upon instruction by the Owner, the charges will be the actual cost of the sub-contract work plus a fee of _____percent, which fee includes all of the charges of the undersigned for overhead and profit.
- 02 For additional work performed by undersigned own forces, upon instructions of the Owner, the charges will be the actual cost of all labor and materials plus a fee of _____percent, which fee includes all of the charges for overhead and profit, to which will be added the actual cost of the insurance and applicable taxes.

ADDENDA

The undersigned acknowledges the receipt of the following Addenda and has included them in his proposal.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

BASE BID SUBSTITUTIONS

The Undersigned proposes the following list of materials, products or methods as direct substitutions for the Base Bid items. See "Base Bid Specification", Page IB-2 (Contractor may attach additional sheets if necessary). It being understood that items listed herein will not be considered in determining low bidders.

PRODUCT	MANUFACTURER	COST DIFFERENTIAL

COMPLETION TIME

The Undersigned agrees to complete the total project in 25 consecutive calendar days maximum.

SUBCONTRACTORS

It is agreed by the Undersigned that all other Subcontractors names used in this Proposal, together with a Schedule of Values, will be forwarded to the architect 24 hours upon notice.

BID GUARANTY

Accompanying this proposal is a certified check, or bid bond, payable to The County of Livingston, which sum, it is agreed, shall be forfeited as liquidated damages to The County of Livingston if the undersigned fails to execute the Contract for the above stated work after due notification of the award of Contract to the undersigned.

ACCEPTANCE

In submitting this proposal, it is understood that the right is reserved by The County of Livingston to reject any and all bids. It is agreed that bid may not be withdrawn for a period of 60 days after opening thereof.

DATE: 6/22/2022

BY: Dan Bloom

FIRM NAME: Bloom Roofing Systems Inc.

TITLE: Lead Estimator

ADDRESS:

12238 Emerson Dr., Brighton, MI 48116

June 3, 2022

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the Lincoln Consolidated Schools Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the Whitmore Lake Public Schools as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Whitmore Lake Public School's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Bloom Roofing Systems Inc.

Name of Company

Dan Bloom, Lead Estimator

Name and Title of Authorized Representative



Signature

06-22-2022

Date

**Bid or
Proposal
Bond**

Westfield Insurance Company

Westfield Insurance® 1 Park Circle, P O Box 5001,
Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

KNOW ALL MEN BY THESE PRESENTS, that we, Bloom Roofing Systems, Inc.
12238 Emerson Drive, Brighton, MI 48116-8336, as Principal, and
the **Westfield Insurance Company**, an Ohio Corporation, with its principal office at Westfield
Center, Ohio, as Surety, are held and firmly bound unto County of Livingston
304 E. Grand River Ave., Suite 204, Howell, MI 48843, as Obligee, in
the penal sum of Five Percent of Bid DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for _____
Livingston County East Complex Building – Roof Replacement Project ITB-LC-22-13;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a
contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety
shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered
into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the
Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 22nd day of June, 2022.

Bloom Roofing Systems, Inc.

Principal

By: 

Dan Bloom, Lead Estimator

Westfield Insurance Company

By: 

Christina Sumkowski

, Attorney-in-fact

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JOAN SHOWALTER, THOMAS E. HORTON, CHRISTINA SUMKOWSKI, EMILY POTTER, JOINTLY OR SEVERALLY

of OKEMOS and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Frank A. Carrino, Secretary



800.483.9932

Commercial & Industrial Roofing Specialists
12238 Emerson Drive | Brighton, MI 48116
248.264.7200 | 248.587.5068

June 27, 2022

Livingston County
Attn: Hannah Daugherty
Lindhout Associates Architects
10465 Citation Dr.
Brighton, MI 48116

| RE: Schedule of Values – Livingston County East Complex Building
2300 E. Grand River Ave.
Howell, MI 48843
ITB - LC-22-13

Good afternoon,

Per your request in our post bid meeting please see below for the schedule of values breakdown.

<u>Item</u>	<u>Cost</u>
Mobilization	\$ 80,000
General Conditions	\$ 80,000
Roofing Labor	\$ 191,840
Sheet Metal Labor & Material	\$ 76,752
Drain Installation/Material & Labor	\$ 31,500
Contingency	\$ 20,000
Warranty	\$ 14,116
Roofing Material	\$ 391,846
Totals	\$ 886,054

Pease feel free to contact me if you have any questions.

Thank You,
Dan Bloom



Livingston County Facility Services

420 South Highlander Way
Howell, MI 48843
(517) 546-6491

DATE: July 23, 2022

TO: Livingston County Board of Commissioners

FROM: Kevin Eggleston, Facility Services

RE: East Complex Roof Replacement

The Facility Services Department recognizes the need to replace the roofing system at Livingston County's East Complex building. In the spring of 2022, major leaks were present throughout the entirety of the building. After multiple attempts of repairing the roof, it was discovered that the asphalt material the roof is composed of is in a state of disrepair. This is due to its age and condition; the current roofing system is 30 years old and is past its useful life expectancy.

Facility Services working with Lindhout Associates architects developed a scope of services and submitted a proposal for public bid under the county RFP process. Bloom Roofing of Brighton, Michigan was the lowest bidder and has been selected for the construction of the new EDPM roofing system at a cost not to exceed \$831,465. Facility Services would like to add a project contingency of 20% or \$166,293 for a total project cost not to exceed \$997,758. A watertight warranty applies to this roofing system for 20 years.

If you have any questions or concerns about this resolution, please feel free to contact me by email or at 517-540-7523.

Thank you,

Kevin Eggleston, Facility Services Deputy Director

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the Livingston County Request For Proposal (the "RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by Livingston County as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Livingston County investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

ITB-LC-22-13

RFP Name/Number

Bloom Roofing Systems Inc.

Name of Company

Dan Bloom, Lead Estimator

Name and Title of Authorized Representative



Signature

08-02-2022

Date

RESOLUTION

NO: 2022-08-115

LIVINGSTON COUNTY

DATE: August 8, 2022

Resolution Authorizing a Phase One Feasibility Study for Moving Brighton Court to the Judicial Center – Facility Services

WHEREAS, The Facility Services Department would like to move forward with the initial steps regarding moving the Brighton Court to the Judicial Center; and

WHEREAS, the first steps would be to work with Lindhout Associates to assess the current space at the Judicial Center and recommend renovations strategies to develop true cost and feasibility for the proposed project; and

WHEREAS, Facility Services has met with Lindhout Associates to discuss the project scope and objectives and have been quoted a cost of \$24,250 to perform the initial feasibility study and cost of the proposed project.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the issuance of a purchase order in the amount of \$24,250 to Lindhout Associates for the feasibility study and cost estimate for proposed renovations at the Judicial Center, from General Fund Contingency Funds.

THEREFORE, 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.

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

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MOVED:
SECONDED:
CARRIED:



June 22, 2022

Livingston County Facility Services
420 S. Highlander Way
Howell, MI 48843

Attn: Chris Folts, Deputy Director -Facility Services

Re: Livingston County Judicial Center Courtroom Addition - Feasibility Study Proposal

Dear Chris,

Thanks again for the opportunity to sit down with you and Kevin to discuss the proposed courtroom addition project this past Wednesday afternoon. It is our pleasure to quote our fees for the initial feasibility study work associated with the proposed addition and associated site improvements. We have a great deal of experience with the existing facility and can offer you quality professional services within reasonable budgetary considerations. The proposed work scope includes relocating the existing Brighton Court to the Judicial Center, which will require a custom enlarged courtroom design featuring a second jury box and associated deliberation room. The addition will also include standard court offices, holding areas, toilet rooms, mechanical area, and an extension of the main public corridor system.

Given the above stated objective, we are please to offer you the following service proposal to assist you in your efforts:

PROPOSED PROFESSIONAL SERVICES

Feasibility Study Phase: The initial feasibility study work will include schematic level floor plan and rendered model views of the existing and proposed building exterior. Plans and rendered images will be reviewed with both you and the court staff and will be modified as required. Once complete, we will prepare a schematic reflected ceiling plan and building section that will be shared with our mechanical and electrical consultant, MEEC, so that a schematic MEP narrative can be prepared. This documentation will then be shared with O'Neal Construction Inc., who will be hired to provide initial cost estimating services for the project. In addition to the budget and schematic drawings, we will include a budget for our remaining design services per the terms of the established County Architectural Consulting Services Agreement.

PROPOSED FEE

At this time, we expect the initial feasibility study phase will take roughly 150 hours to complete. As with previous projects, we will only bill for hours worked on this project and will try to limit our time whenever possible, while remaining focused on providing exceptional services. Our overall estimated fee for the proposed scope of services, including MEEC's MEP narrative and O'Neal's cost estimate, lists as follows:

Lindhout Feasibility Study Work: 150 hours x \$105 per hour =	\$15,750
MEEC - MEP Narrative	\$5,500
O'Neal Construction – Project Budget	\$3,000
Total Estimated Fee:	\$24,250

Our Mission

Integrity
in architecture and design
in client relationships
in employee relationships
in community relationships

advancement
in all these efforts

Our standard hourly rates are as follows:

CEO & President	\$130.00 per hour
Principal	\$105.00 per hour
Project Manager	\$86.00 per hour
Senior Project Architect	\$82.00 per hour
Project Architect	\$80.00 per hour
Architect	\$75.00 per hour
Planner / Designer	\$72.00 per hour
Intern Architect III	\$70.00 per hour
Intern Architect II	\$65.00 per hour
Intern Architect I	\$60.00 per hour

All work will be performed on our CADD system. Our fees do not include detailed interior models, print charges for bidding and construction documents, surveys, soli borings, variances, application/review fees, site plan amendments, out of town travel expenses beyond 50 miles, or any other service not mentioned as such. Significant changes to previously approved designs will be charged at our standard hourly rates and may affect total costs adversely.

Please note that our practice of architecture does not include any expertise or control over environmentally hazardous materials in your existing building or on your site. Our service proposal does not include any analysis or abatement work of any kind. If we are made aware of any such situation, we will notify you and assist you in seeking professional advice for the given situation.

TERMS AND CONDITIONS

This proposal is subject to the general terms and conditions of our multi-year contract with the County.

We hope that this is an acceptable proposal for our continued service to Livingston County. We look forward to this opportunity to help with the proposed Court renovations. Please let us know if there is any clarification we can make to this proposal. If it is acceptable, please sign below, and return to our office.

Respectfully Submitted,

Approval to Proceed:



Bradley M. Alvord, Architect, Partner
Lindhout Associates architects aia pc

Chris Folts, Director -Facility Services
Livingston County

Date





Livingston County Facility Services

420 South Highlander Way
Howell, MI 48843
(517) 546-6491

DATE: June 25, 2022

To: Livingston County Board of Commissioners

FROM: Chris Folts, Kevin Eggleston

RE: RESOLUTION AUTHORIZING PHASE ONE FEASIBILITY STUDY / MOVING BRIGHTON COURT TO THE JUDICIAL CENTER – Facility Services /General Government

The Facility Services Department would like to move forward with taking initial steps for moving the Brighton Court to the Judicial Center. The First step for this project would be working alongside Lindhout and Associates to assess the current building space at the Judicial Center and receive a recommendation on renovation strategies. Facility Services has met with Lindhout and Associates to discuss the project scope and has been quoted a cost of \$24,250 to perform a feasibility study and determine the project cost.

If you have any questions or concerns about this resolution or project, please feel free to contact me at 517-540-7526, or Kevin Eggleston at 517-540-7523.

RESOLUTION

NO: 2022-08-116

LIVINGSTON COUNTY

DATE: August 8, 2022

Resolution Authorizing an Agreement with State of Michigan Office of Highway Safety Planning to Provide Traffic Enforcement - Sheriff

WHEREAS, the Livingston County Sheriff's Office wishes to participate the State Traffic Enforcement Grant for state fiscal year 2023; and

WHEREAS, the County of Livingston will be receiving up to \$28,541 in reimbursement funds from the State of Michigan, Office of Highway Safety Planning for participation in the 2023 State Traffic Enforcement Grant, which covers October 1, 2022 through September 30, 2023.

WHEREAS, no new positions are requested to carry out the duties of this grant and no matching funds are required.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the submission of application to enter into a contract with the State of Michigan, Office of Highway Safety Planning wherein Livingston County will receive a maximum of \$28,541 in State reimbursement funds effective October 1, 2022 through September 30, 2023.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts, agreements, amendments and support documents related to the 2023 Traffic Enforcement Grant upon review by Civil Counsel.

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

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY SHERIFF'S OFFICE

**150 S. Highlander Way
Howell, Michigan 48843-2323
(517) 546-2440 ext. 7983
csell@livgov.com**

DATE: July 27th, 2022

TO: Livingston County Board of Commissioners

FROM: Sergeant Chad Sell

RE: FY2023 Traffic Enforcement Grant by the State of Michigan Office of Highway Safety Planning

The Livingston County Sheriff's Office has been invited to participate in the State of Michigan, Office of Highway Safety Planning Traffic Enforcement Grant for State fiscal year 2023.

The State of Michigan, Office of Highway Safety Planning has offered the Livingston County Sheriff's Office up to \$28,541 in state reimbursement funds for participation in the program.

Participation in this grant opportunity will allow the Sheriff's Office to focus specifically on impaired driving, distracted driving and seat belt enforcement.

The main purpose of the program is to increase traffic enforcement within Livingston County thereby reducing the number of traffic related incidents. I am requesting that the Board of Commissioners support the submission of the application and enter into contract with the State of Michigan, Office of Highway Safety Planning for fiscal year 2023. Your support will allow the Sheriff's Office to continue a vital service to our County.

RESOLUTION

NO: 2022-08-117

LIVINGSTON COUNTY

DATE: August 8, 2022

Resolution to Concur with the Livingston County Drain Commissioner to Allow the Livingston County Road Commission to Perform a Compensating Cut on the Livingston County West Complex Property – Drain Commissioner

WHEREAS, the County owns property to the west of the County Jail, tax identification no. 17-34-200-012; and

WHEREAS, the office of the Livingston County Drain Commissioner maintains county drains within Livingston County in accordance with the provisions of the Michigan Drain Code, Act 40 of the Public Acts of 1956, as amended; and

WHEREAS, the Shiawassee River and Howell City Drains, which traverse the aforementioned property, serve many adjoining parcels upstream of the county parcel; and

WHEREAS, The Livingston County Road Commission (LCRC) applied for a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to replace the bridge at Mason Road over the Shiawassee River; and

WHEREAS, EGLE has threatened to withhold the permit for the work necessary to keep Mason Road open; and

WHEREAS, a condition of EGLE's proposed permit is that the LCRC provide an approved compensating cut location to offset the fill to be placed in the floodplain for the Mason Road Project; and

WHEREAS, the work is temporary in nature with no easement required; and

WHEREAS, Mason Road is a primary paved road which provides essential transportation functions for residential, commercial, and agricultural customers; and

WHEREAS, LCRC will obtain all necessary state, federal, and local for the work to be done.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby grant permission for the LCRC to perform a compensating cut as shown on the attached plan.

BE IT FURTHER RESOLVED that the Drain Commissioners office shall review stabilization measures at the end of project to ensure minimization of any sediment deposits into the adjoining drains.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
OFFICE OF THE LIVINGSTON COUNTY DRAIN COMMISSIONER

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

Memorandum

To: Livingston County Board of Commissioners
From: Ken Recker, Chief Deputy Drain Commissioner
Cc: Livingston County Road Commission, Kirk Pietila, TT
Date: August 1, 2022
Re: Resolution to concur with the Livingston County Drain Commissioner in
**Authorizing the Livingston County Road Commission to
Perform Compensating Cuts in the Shiawassee River Floodplain**

Honorable Commissioners:

I was approached by Jodie Tedesco of the Livingston County Road Commission (LCRC) in late July regarding a new requirement on a permit for reconstruction of the currently closed bridge on Mason Road to the west of Howell. The requirement by the Michigan Department of Environment, Great Lakes, & Energy (EGLE) is that compensating cuts be provided to offset floodplain fill necessary to properly reconstruct the bridge. A map showing the project location is included as Figure 1.

The county owns a large parcel of land to the north of the project location (Identified in Figure 1, and shown in more detail in Figure 2), which includes the “West Complex”. The west complex is bordered by the Shiawassee River drain to the west, and in part by the Howell City Drain to the north, both drains established under the provisions of the Michigan Drain Code, Act 40 of the Public Acts of 1956, as amended.

The potential compensating cut area is shown in Figure 3 in this package, which has been slightly altered from the previous submittal to county administration based on comments from EGLE staff to the LCRC and Tetra Tech, it’s engineering consultant.

My office does not foresee a conflict in the proposed compensating cut with the operation of either of our established county drains. Per our office and LCRC, EGLE is not requiring the compensating cut area identified in the drawings to be included in any sort of permanent easement to be granted by Livingston County to another entity.

The final attachment in this packet is a “consent to grade” form used by LCRC when they seek permission to grade in areas outside of established public road rights-of-way. Since my easements under the Drain Code are

only for uses pursuant to the Michigan Drain Code, and some portion of the grading will occur outside of established drainage easements, I am asking for the county's concurrence for the grading shown.

I respectfully request your passage of the attached resolution, without which it is unlikely Mason Road will reopen in a timely fashion.

If you have any questions regarding this memorandum feel free to contact myself or Steve Wasyk, Road Commission Managing Director.

Attachments (4)

**TEMPORARY GRADING PERMIT
LIVINGSTON COUNTY ROAD COMMISSION**

3535 Grand Oaks Drive
Howell, Michigan 48843
(517) 546-4250

I, (We), County of Livingston, being the owner(s) of property located at 300 S Highlander Way, Section 27, in the Township of City of Howell, Livingston County, Michigan do hereby grant the Livingston County Road Commission permission to excavate, grade, fill, and/or shape land outside of the existing highway right-of-way for an in consideration of improvements to Mason Rd, Livingston County Road Commission project number: 459.0035AW, dated 7/8/2022.

The permitted area of work shall be described as follows:

South side of the Howell City Drain at Shiawassee River, approximate area of 4,000 sft and an average depth of 2'. Work includes a compensating cut within the floodplain for the Mason Rd project of an approximate area of 4,000 sft and an average depth of 2'.

**See attached sketch and map for additional details

During the course of work, it will be necessary to remove the following trees and brush:

N/A

- ☐ As the property owner, I wish to have all trees removed for the construction of said road placed at a location of my choice immediately adjacent to but outside the construction area. I understand that I will receive the entire tree(s) minus the stump.
- ☐ As the property owner, I wish to have all trees and brush removed for the improvements of said road removed and disposed of in a manner deemed appropriate by the Livingston County Road Commission and at the expense of the Livingston County Road Commission.

The Livingston County Road Commission agrees to carry out its operations exercising reasonable care and judgment for the operation and affected area.

Date: _____

Witness

Property Owner

Witness

Property Owner

Livingston County Road Commission employee obtaining permit:

Name: _____

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Michigan State Plane South zone 6401 (FIPSZONE 2113). The **horizontal datum** was NAD83. Differences in datum, spheroid, projection or state plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NNGS12
National Geodetic Survey
SSM-C-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Base Map information shown on this FIRM was derived from the Livingston County GIS Department from photography dated 2005 or later.

This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

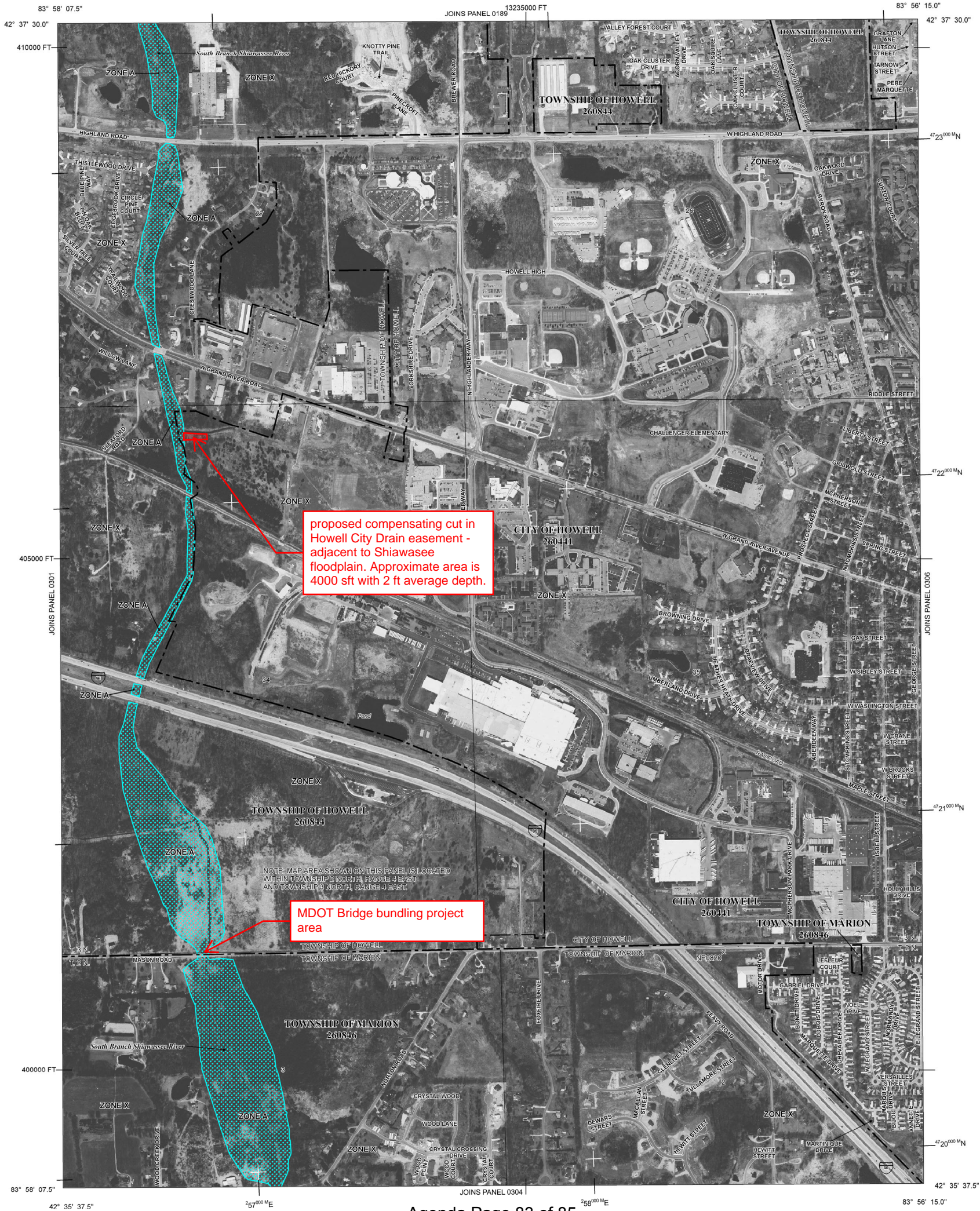
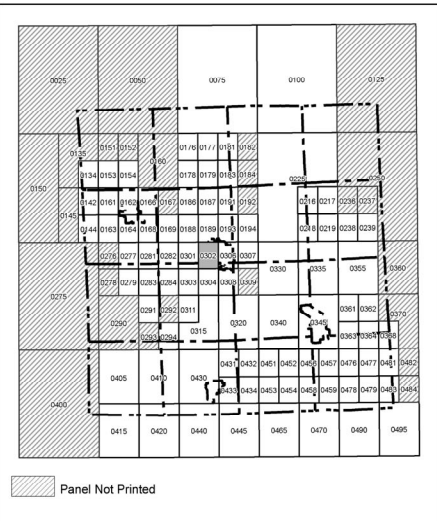
Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://msc.fema.gov>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov/business/nfip>.

The **profile base lines** depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the **profile base line**, in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

PANEL INDEX



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard may include Zones A, AE, AH, AO, AK, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- ZONE A No Base Flood Elevations determined.
- ZONE AE Base Flood Elevations determined.
- ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- ZONE AR Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- ZONE A99 Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no Base Flood Elevations determined.
- ZONE V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- ZONE VE Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X Areas determined to be outside of the 0.2% annual chance floodplain.

ZONE D Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevation, flood depths or flood velocities.
- Base Flood Elevation line and value; elevation in feet* (EL 10)
- Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

- Cross section line
- Transect line
- Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 1000-meter Universal Transverse Mercator grid values, zone 17
- 5000-foot grid ticks: Michigan State Plane South Coordinate System, 6401 zone (FIPSZONE 2113), Lambert Conformal Conic projection
- Bench mark (see explanation in Notes to Users section of this FIRM panel)
- River Mile

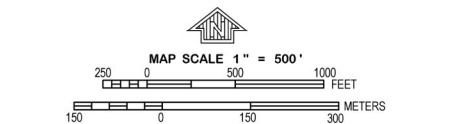
MAP REPOSITORY

Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP 9/17/2008

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction. To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-838-8620.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0302D

FIRM

FLOOD INSURANCE RATE MAP

LIVINGSTON COUNTY, MICHIGAN

(ALL JURISDICTIONS)

PANEL 302 OF 495

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
HOWELL CITY OF	260441	0302	D
HOWELL TOWNSHIP OF	260844	0302	U
MARION TOWNSHIP OF	260846	0302	D

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
26093C0302D








EFFECTIVE DATE
9/17/2008

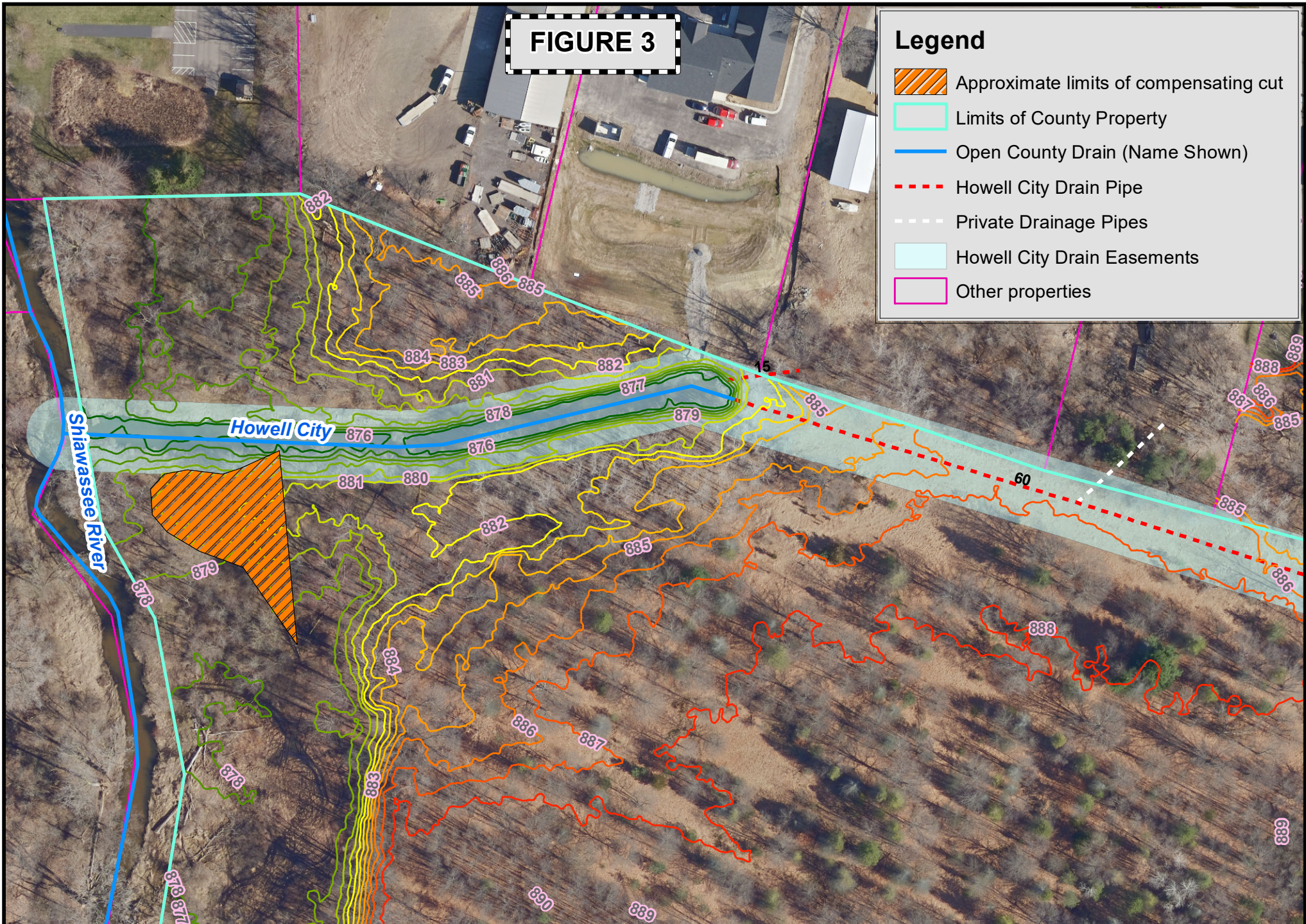
Federal Emergency Management Agency



FIGURE 3

Legend

-  Approximate limits of compensating cut
-  Limits of County Property
-  Open County Drain (Name Shown)
-  Howell City Drain Pipe
-  Private Drainage Pipes
-  Howell City Drain Easements
-  Other properties



Livingston County Drain Commissioner
2300 E Grand River
Howell, MI. 48843
Orthophoto Flown 2020
Printed August 1, 2022

Part of the Howell City & Shiawassee River Drain

Part of Agenda 1, Page 84 of 85



1 inch = 100 feet