



LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING AGENDA

August 22, 2022, 6:00 p.m.

Livingston County Administration Building

304 E. Grand River, Conference Room 1, Howell, MI 48843

"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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AA 48/ 8-9-2022

VAN BUREN COUNTY BOARD OF COMMISSIONERS**ADMINISTRATIVE AFFAIRS****AUTO INSURANCE REFORM RESOLUTION**

HONORABLE BOARD OF COMMISSIONERS:

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.

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners hereby urges the Michigan legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address 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.

BE IT FURTHER RESOLVED, that the Van Buren 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 Van Buren County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

Signed:

Paul Lee Patterson Gladney
Russ Dord
Randall Peat
ML Smith
John Chappell
Donald A. Hansen
Paul Schenckel

Date: August 9, 2022**FOR CLERK'S USE ONLY**

MOTION BY:

*Patterson Gladney*CARRIED ☒

SECONDED BY:

*Chappell*NOT CARRIED ☐

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

MEETING MINUTES



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>

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

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 Clerk indicated the presence of a quorum.

5. CORRESPONDENCE

5.a Allegan County

Resolution Urging the Michigan Legislature to Amend the Michigan No-Fault Auto Insurance Reform Act to Address a Sustainable Fee Cap for Home Health Care Providers

5.b Clinton County

Resolution 2022-10 Opposing HB 4730 to Require Treasurers to Provide Data to Corporations at Taxpayer Expense

5.c Clinton County

Resolution 2022-11 Establishing a Taskforce to Guide the Expansion of Broadband Infrastructure within Clinton County

5.d Oceana County

Resolution to Request for Change to Michigan's No-Fault Insurance

Motion to receive and place on file the Correspondence.

It was moved by M. Zajac
Seconded by C. Griffith

Yes (9): M. Zajac, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank

MOTION Carried (9-0-0)

6. CALL TO THE PUBLIC

The following people addressed the Board: April Brown, Dimondale, Michigan; Representative Bob Bezotte, Marion Township; Roger Deaton, Genoa Township; Candi Kutey, Hamburg Township; Laszlo Szalay, Brighton; Dale Brewer, Green Oak Township; Teresa Ruedisueli, Marshall, Michigan; and Sumer Snow, Lansing, Michigan.

7. APPROVAL OF MINUTES

7.a Minutes of meeting dated: July 25, 2022

Motion to approve the Minutes as presented.

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

Yes (9): J. Gross, M. Zajac, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, and B. Plank

MOTION Carried (9-0-0)

8. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

9. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

It was moved by B. Plank
Seconded by M. Zajac

Yes (9): B. Plank, J. Gross, M. Zajac, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, and J. Drick

MOTION Carried (9-0-0)

10. REPORTS

Commissioner Helzerman remarked on the book that Dr. Leo Hanifin handed out to the Commissioners at the last board meeting, A Brief History of Race Relations in Livingston County.

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2022-08-111 through 2022-08-117

11.a 2022-08-111

Resolution Authorizing an Intergovernmental Agreement for an Intern - Equalization

Motion to adopt the Resolution.

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

Yes (9): C. Griffith, J. Gross, M. Zajac, W. Nakagiri, M. Smith, C. Reader, D. Helzerman, J. Drick, and B. Plank

MOTION Carried (9-0-0)

11.b 2022-08-112 (Roll Call Vote)

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

Motion to adopt the Resolution.

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

Discussion.

Motion to table to the next Board of Commissioners meeting on August 22, 2022.

It was moved by M. Zajac
Seconded by D. Helzerman

Commissioner Zajac withdrew his Motion to Table

Discussion continued.

Motion to table to next Board of Commissioners meeting on August 22, 2022

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

Yes (9): M. Zajac, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank

MOTION to Table Carried (9-0-0)

11.c 2022-08-113

Resolution Appointing the Facility Services Director – County Administration

Motion to adopt the Resolution.

It was moved by C. Reader
Seconded by M. Zajac
Discussion.

Yes (9): C. Reader, C. Griffith, J. Gross, M. Zajac, W. Nakagiri, M. Smith, D. Helzerman, J. Drick, and B. Plank

MOTION Carried (9-0-0)

11.d 2022-08-114 (Roll Call Vote)

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

Motion to adopt the Resolution.

It was moved by M. Zajac
Seconded by M. Smith

Roll Call Vote: Yes (9): M. Zajac, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank; No (0): None; Absent: (0)

MOTION Carried (9-0-0)

11.e 2022-08-115 (Roll Call Vote)

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

Motion to adopt the Resolution.

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

Discussion.

Motion to amend resolution to include study of Law Center with up to 100 additional hours of time.

It was moved by J. Drick

Seconded by C. Reader

Discussion on amendment.

Roll Call Vote: Yes (7): J. Drick, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman and B. Plank; No (2): M. Zajac and J. Gross; Absent: (0)

MOTION to Amend Resolution Carried (7-2-0)

Motion to adopt the amended Resolution.

It was moved by B. Plank

Seconded by C. Reader

Roll Call Vote: Yes (8): B. Plank, J. Drick, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, and M. Zajac; No (1): J. Gross; Absent: (0)

MOTION to Adopt Amended Resolution Carried (8-1-0)

11.f 2022-08-116 (Roll Call Vote)

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

Motion to adopt the Resolution.

It was moved by J. Drick

Seconded by M. Smith

Roll Call Vote: Yes (9): J. Drick, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, M. Zajac, J. Gross, and B. Plank; No (0): None; Absent (0): None

MOTION Carried (9-0-0)

11.g 2022-08-117

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

Motion to adopt the Resolution.

It was moved by M. Zajac

Seconded by C. Griffith

Discussion.

Yes (9): M. Zajac, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, J. Gross, and B. Plank

MOTION Carried (9-0-0)

12. ACCOUNTS PAYABLE REPORTS

12.a Claims dated: August 8, 2022

12.b Payables dated: July 16 through July 29, 2022

Motion to approve the Payables and Claims Reports.

It was moved by J. Gross

Seconded by B. Plank

Yes (9): J. Gross, M. Zajac, W. Nakagiri, C. Griffith, M. Smith, C. Reader, D. Helzerman, J. Drick, and B. Plank

MOTION Carried (9-0-0)

13. CALL TO THE PUBLIC

The following persons addressed the Board: April Brown, Dimondale, Michigan; Laszlo Szalay, Brighton; Candi Kutey, Hamburg Township; Sumer Snow, Lansing, Michigan; and Dale Brewer, Green Oak Township.

14. ADJOURNMENT

Motion to adjourn the meeting at 7:25 p.m.

It was moved by D. Helzerman
Seconded by M. Zajac

Yes (9): D. Helzerman, C. Griffith, J. Gross, M. Zajac, W. Nakagiri, M. Smith, C. Reader, J. Drick, and B. Plank

MOTION Carried (9-0-0)

Elizabeth Hundley Livingston County Clerk

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

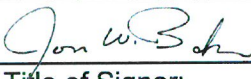
Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party.

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 Serviced: 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 Serviced: 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 Serviced: 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: _____

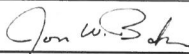
2.4 Proposal Submission Checklist

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

THIS DOCUMENT IS DULY
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

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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. Stubbins
President

Karen Kane
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St. George
Secretary

St. George
Treasurer

David Moonz

David Moonz

David Moonz

David Moonz

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

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		
CHRISTOPHER ALAN HAUCH		
LICENSE NO.	EXPIRATION DATE	
4301111213	10/25/2024	22117040401

CHRISTOPHER ALAN HAUCH
305 WINDY RUSH LANE
DEWITT, MI 48820

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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				
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4301111213	10/25/2024	22117040401		



The American Board of Pathology

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Chief Executive Officer

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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: 2022-08-118

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Approving Appointments to the Huron River Watershed Council – Board of Commissioners

WHEREAS, the terms of representatives on the Huron River Watershed Council will expire on August 31, 2022; and

WHEREAS, members of this Council are representatives of Livingston County Government; and

WHEREAS, the Board of Commissioners recommends reappointment of the current incumbents: Mitch Dempsey, Environmental Project Manager, and Scott Barb, Principal Planner, for a two (2) term expiring on August 31, 2024.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the above referenced appointments and expiration date.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO: 2022-08-119

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing the Acceptance and Signing of the FY 2023 Emergency Management Performance Grant - Emergency Management

WHEREAS, funding is available through the FY 23 Emergency Management Performance Grant for the purpose of funding the Livingston County Emergency Management Program; and

WHEREAS, in 2021, Livingston County was granted \$41,683 for said Emergency Management Program, a similar amount will be awarded for work completed in 2022; and

WHEREAS, Livingston County, upon meeting the stipulations set forth in the FY 23 Emergency Management Performance Grant Work Agreement, would be eligible to receive funding of a similar amount for the period of 10/01/2022 through 09/30/2023; and

WHEREAS, Livingston County would need to agree to the grant agreement terms for the Emergency Management Performance Grant; meet the criteria set forth in that agreement through the efforts of the Livingston County Emergency Manager and the Emergency Management Department; agree to a minimum 50% match share of the assigned grant award to be named for FY 23; and

WHEREAS, the grant work agreement document, signed by the Livingston County Board Chairperson, and accompanying financial, training & exercise, and job description documentation need to be submitted to the Michigan State Police, Emergency Management and Homeland Security Division by the dates of September 30, 2022, for training / exercise documents and October 1, 2022, for the Board of Commissioners approved signed grant agreement for the FY 23 EMPG funding; and

WHEREAS, no new positions are being requested for this grant.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with The Michigan State Police Emergency Management and Homeland Security Division to approve the FY 23 Emergency Management Performance Grant Agreement documents allowing for the Livingston County Emergency Management Department to be eligible for supplemental funding, covering the period of October 1, 2022 to September 30, 2023.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, applications, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the FY 23 Emergency Management Performance Grant upon review and or preparation by Civil Counsel.

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

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Therese Cremonte, Emergency Manager
Date: 07/14/2022
**Re: Review and Signing of the FY 23 Emergency Management
Performance Grant Agreement**

This resolution is to ask for the review and approval of the FY 23 Emergency Management Performance Grant (EMPG) agreement by the Board of Commissioners.

The EMPG grant is a federal funding source that is passed through the Michigan State Police Emergency Management and Homeland Security Division (MSP EMHSD). Funds are awarded to participating Act 390 Emergency Management Programs that meet the criteria set forth in the grant agreement. The amount varies slightly from year to year based on the total sum awarded to the State of Michigan by the federal government.

The grant agreement outlines specific objectives that local emergency management programs are required to meet to be eligible for the grant funding. The EMPG grant agreement needs to be signed by the Livingston County Board Chair to make the emergency management program eligible to receive funds. The signature is an assurance that the objectives in the grant agreement will be met by the local emergency management program.

If the emergency management program does not meet the criteria or standard set forth in agreement, the funding amount received by the county is subject to reduction.

Further, it should be noted that the funds require a 50% match by the county for the emergency management program. This is to ensure the emergency management program is being supplemented with the EMPG funding, and not supplanted.

It is the recommendation of the Livingston County Emergency Management Program that the FY 23 EMPG agreement document will be reviewed and signed by the Board Chairperson with the approval of the Board of Commissioners in order to have it turned into the MSP EMHSD by the submission date of October 1, 2022.

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

Michigan State Police
Emergency Management and Homeland Security Division
**Fiscal Year 2023 Emergency Management Performance Grant
Document Submission Checklist**

- ☐ **September 30, 2022** – Annual Training and Exercise Plan Worksheet for 2023-2025.
- ☐ **October 1, 2022** – Initial Work Agreement, EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report), EMHSD-17 (Summary Request for Emergency Management Assistance Expenses), and Current Job Description.
- ☐ **January 10, 2023** – EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report) and EMD-065 (Quarterly Training and Exercise Report).
- ☐ **January 20, 2023** – EMHSD-007 – EMPG Quarterly Expenses Report.
- ☐ **April 10, 2023** - EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report) and EMD-065 (Quarterly Training and Exercise Report).
- ☐ **April 20, 2023** - EMHSD-007 – EMPG Quarterly Expenses Report.
- ☐ **July 10, 2023** - EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report) and EMD-065 (Quarterly Training and Exercise Report).
- ☐ **July 20, 2023** - EMHSD-007 – EMPG Quarterly Expenses Report.
- ☐ **September 30, 2023** – Annual Training and Exercises Plan Worksheet for 2023-2025.
- ☐ **October 10, 2023** - EMHSD-31 (Emergency Management Performance Grant Work Agreement/Quarterly Report) and EMHSD-065 (Quarterly Training and Exercise Report).
- ☐ **October 20, 2023** - EMHSD-007 – EMPG Quarterly Expenses Report.

EMHSD-31 Michigan State Police Emergency Management and Homeland Security Division	LIVINGSTON COUNTY Emergency Management Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Work Agreement/Quarterly Report		<input type="checkbox"/> Initial Work Agreement
<input type="checkbox"/> 1 st Quarter	<input type="checkbox"/> 2 nd Quarter	<input type="checkbox"/> 3 rd Quarter	<input type="checkbox"/> 4 th Quarter
SIGNATURE OF CHIEF ELECTED OFFICIAL	DATE	SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR	DATE
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER	DATE	SIGNATURE OF DISTRICT COORDINATOR	DATE

Purpose

This survey functions as the 2023 EMPG work agreement/quarterly report. The objectives of this work agreement are based upon standards identified in the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) Publication 206 - Local Emergency Management Program Standards Workbook. Activities for each objective have been determined by a group of local and state emergency management subject matter experts who maintain a baseline set of standards for emergency management programs in the state of Michigan. Survey responses will assist in the assessment of emergency management programs, determine how EMPG funds are utilized and help validate the importance of these emergency management activities to all levels of government.

(1) ADMINISTRATION AND FINANCE

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The EMPG funded emergency manager shall provide a copy of their job description(s) that incorporate their Emergency Management (EM) activities. Emergency Management (EM) activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Submit documents for 2023 EMPG work agreement to EMHSD financial staff by 10/1/22. 	Position Description Submitted: Yes/No EMHSD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No

	<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 1/10/23. ▪ Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current EMPG quarterly expense report, with signatures, will be submitted by 1/20/23. ▪ 	<p>EMPG work agreement/quarterly report was submitted: Yes/No</p> <p>EMPG quarterly expense report was submitted: Yes/No</p>
2 nd	<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 4/10/23. ▪ Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current EMPG quarterly expense report, with signatures, will be submitted by 4/20/23. 	<p>EMPG work agreement/quarterly report was submitted: Yes/No</p> <p>EMPG quarterly expense report was submitted: Yes/No</p>
3 rd	<ul style="list-style-type: none"> ▪ Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 7/10/23. ▪ Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current EMPG quarterly expense report, with signatures, will be submitted by 7/20/23. 	<p>EMPG work agreement/quarterly report was submitted: Yes/No</p> <p>EMPG quarterly expense report was submitted: Yes/No</p>

4 th	<ul style="list-style-type: none"> Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 10/10/23. Verify that the jurisdiction submitted the previous quarter's EMPG quarterly expense report timely, and that current EMPG quarterly expense report, with signatures, will be submitted 10/20/23. Submit documents for 2024 EMPG work agreement to EMHSD financial staff by 10/1/23. 	<p>EMPG work agreement/quarterly report was submitted: Yes/No</p> <p>EMPG quarterly expense report was submitted: Yes/No</p> <p>Position Description Submitted: Yes/No EMHSD-17 Form Submitted: Yes/No EMHSD-31 Form Submitted: Yes/No</p>
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(2) LAWS AND AUTHORITIES

The Emergency Management Program (EMP) shall comply with the Michigan Emergency Management Act (P.A. 390 of 1976 as amended) and applicable laws and regulations and have a local Emergency Management (EM) resolution.

	Planned Activities	Action Taken (Local EMC Status Report)
1 st	<ul style="list-style-type: none"> Attend quarterly district EM meetings held between 10/1/22-12/31/22. Report attendance at other EM related meetings held between 10/1/22-12/31/22. 	<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation #_____ ESF #2 - Communications #_____ ESF #3 - Public Works and Engineering #_____ ESF #4 - Firefighting #_____ ESF #5 - Information and Planning #_____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services #_____</p>

		ESF #7 - Logistics #_____ ESF #8 - Public Health and Medical Services #_____ ESF #9 - Search and Rescue #_____ ESF #10 - Oil and Hazardous Materials #_____ ESF #11 - Agriculture and Natural Resources #_____ ESF #12 - Energy #_____ ESF #13 - Public Safety and Security #_____ ESF #14 - Cross-Sector Business and Infrastructure #_____ ESF #15 - External Affairs #_____ Local #_____ District #_____ Regional #_____ State #_____ Federal #_____
2 nd	<ul style="list-style-type: none"> Attend quarterly district EM meetings held between 1/1/23-3/31/23. Report attendance at other EM related meetings held between 1/1/23-3/31/23. 	Quarterly meeting attended: Yes/No <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation #_____ ESF #2 - Communications #_____ ESF #3 - Public Works and Engineering #_____ ESF #4 - Firefighting #_____ ESF #5 - Information and Planning #_____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services #_____ ESF #7 - Logistics #_____ ESF #8 - Public Health and Medical Services #_____ ESF #9 - Search and Rescue #_____ ESF #10 - Oil and Hazardous Materials #_____ ESF #11 - Agriculture and Natural Resources #_____ ESF #12 - Energy #_____

		ESF #13 - Public Safety and Security #_____ ESF #14 - Cross-Sector Business and Infrastructure #_____ ESF #15 - External Affairs #_____ Local #_____ District #_____ Regional #_____ State #_____ Federal #_____
3 rd	<ul style="list-style-type: none"> Attend quarterly district EM meetings held between 4/1/23-6/30/23. Report attendance at other EM related meetings held between 4/1/23-6/30/23. 	Quarterly meeting attended: Yes/No <i>Meeting Type/Number of Meetings</i> ESF #1 - Transportation #_____ ESF #2 - Communications #_____ ESF #3 - Public Works and Engineering #_____ ESF #4 - Firefighting #_____ ESF #5 - Information and Planning #_____ ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services #_____ ESF #7 - Logistics #_____ ESF #8 - Public Health and Medical Services #_____ ESF #9 - Search and Rescue #_____ ESF #10 - Oil and Hazardous Materials #_____ ESF #11 - Agriculture and Natural Resources #_____ ESF #12 - Energy #_____ ESF #13 - Public Safety and Security #_____ ESF #14 - Cross-Sector Business and Infrastructure #_____ ESF #15 - External Affairs #_____ Local #_____ District #_____ Regional #_____ State #_____

		Federal # _____
4 th	<ul style="list-style-type: none"> Attend quarterly district EM meetings held between 7/1/23-9/30/23. Report attendance at other EM related meetings held between 7/1/23-9/30/23. 	<p>Quarterly meeting attended: Yes/No</p> <p><i>Meeting Type/Number of Meetings</i></p> <p>ESF #1 - Transportation # _____</p> <p>ESF #2 - Communications # _____</p> <p>ESF #3 - Public Works and Engineering # _____</p> <p>ESF #4 - Firefighting # _____</p> <p>ESF #5 - Information and Planning # _____</p> <p>ESF #6 - Mass Care, Emergency Assistance, Temporary Housing and Human Services # _____</p> <p>ESF #7 - Logistics # _____</p> <p>ESF #8 - Public Health and Medical Services # _____</p> <p>ESF #9 - Search and Rescue # _____</p> <p>ESF #10 - Oil and Hazardous Materials # _____</p> <p>ESF #11 - Agriculture and Natural Resources # _____</p> <p>ESF #12 - Energy # _____</p> <p>ESF #13 - Public Safety and Security # _____</p> <p>ESF #14 - Cross-Sector Business and Infrastructure # _____</p> <p>ESF #15 - External Affairs # _____</p> <p>Local # _____</p> <p>District # _____</p> <p>Regional # _____</p> <p>State # _____</p> <p>Federal # _____</p>

(3) HAZARD IDENTIFICATION, RISK ASSESSMENT, AND CONSEQUENCE ANALYSIS

The jurisdiction shall continually identify natural and human-caused hazards that potentially impact the jurisdiction. The jurisdiction shall also assess the risk and vulnerability of people, property, the environment, and its own operations from these hazards. The jurisdiction should also conduct a consequence analysis for significant hazards, to consider their impact on the public, responders, continuity of operations that include the delivery of services; property, facilities, and infrastructure; the environment; the economic condition of the jurisdiction, and public confidence in the jurisdiction's governance.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Document any hazard identification, risk assessment, or consequence analysis activities performed between 10/1/22-12/31/22. Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 10/1/22-12/31/22? 	<p><i>Type of Risk Assessment/Number Completed:</i> County: #____ Municipal: #____ Facilities: #____ Special Events: #____</p> <p>I.P. Gateway tool utilized: Yes/No</p>
2 nd	<ul style="list-style-type: none"> Document any hazard identification, risk assessment, or consequence analysis activities performed between 1/1/23-3/31/23. Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 1/1/23-3/31/23? 	<p><i>Type of Risk Assessment/Number Completed:</i> County: #____ Municipal: #____ Facilities: #____ Special Events: #____</p> <p>I.P. Gateway tool utilized: Yes/No</p>
3 rd	<ul style="list-style-type: none"> Document any hazard identification, risk assessment, or consequence analysis activities performed between 4/1/23-6/30/23. 	<p><i>Type of Risk Assessment/Number Completed:</i> County: #____ Municipal: #____</p>

	<ul style="list-style-type: none"> Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 4/1/23-6/30/23? 	Facilities: # ____ Special Events: # ____ I.P. Gateway tool utilized: Yes/No
4 th	<ul style="list-style-type: none"> Document any hazard identification, risk assessment, or consequence analysis activities performed between 7/1/23-9/30/23. Did you utilize the I.P. Gateway tool for any of the performed hazard identification, risk assessment, or consequence analysis activities performed between 7/1/23-9/30/23? 	<i>Type of Risk Assessment/Number Completed:</i> County: # ____ Municipal: # ____ Facilities: # ____ Special Events: # ____ I.P. Gateway tool utilized: Yes/No

(4) HAZARD MITIGATION

The Emergency Management Coordinator (EMC) should participate in activities to eliminate hazards or mitigate the effects of hazards that cannot be reasonably prevented. If the jurisdiction intends to receive mitigation funds, then the EMC shall ensure that the jurisdiction's hazard mitigation (HM) plan is developed and updated every five years.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Document whether your community has developed a hazard mitigation plan. 	HM plan: Yes/No/Adopted County Plan

	<ul style="list-style-type: none"> • Confirm the date of the jurisdiction's hazard mitigation plan. • Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 10/1/22-12/31/22. ▪ Report how many action items listed in the hazard mitigation plan have been completed between 10/1/22-12/31/22. 	<p>Plan is expired: Yes/No Expiration Date: ____/____/____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder and public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions <p>Total action items: # ____ Action items completed: # ____</p>
2 nd	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 1/1/23-3/31/23. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 1/1/23-3/31/23. 	<p>Total action items: # ____ Action items completed: # ____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder or public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions

<p>3rd</p>	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 4/1/23-6/30/23. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 4/1/23-6/30/23. 	<p>Total action items: # _____ Action items completed: # _____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder and public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions
<p>4th</p>	<ul style="list-style-type: none"> ▪ Report how many action items listed in the hazard mitigation plan have been completed between 7/1/23-9/30/23. ▪ Document appropriate steps taken by your jurisdiction to create a new or update an expired plan between 7/1/23-9/30/23. ▪ Disseminate EMHSD hazard mitigation information announcements and notices of funding availability for Hazard Mitigation Assistance to all local jurisdictions within your EMP. 	<p>Total action items: # _____ Action items completed: # _____</p> <p>Check appropriate steps</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assemble a local planning team <input type="checkbox"/> Collect information about local hazard impacts <input type="checkbox"/> Identify vulnerabilities <input type="checkbox"/> Edit the document <input type="checkbox"/> Offer the document for stakeholder and public review <input type="checkbox"/> Meeting(s) to identify or select hazard mitigation actions <input type="checkbox"/> Describe the details of action item implementation <input type="checkbox"/> Official plan adoption by participating jurisdictions <p>Information Was Disseminated: Yes/No Does not apply: _____</p>

(5) PREVENTION

The Emergency Management Program (EMP) has a strategy among disciplines to coordinate prevention activities, to monitor the identified threats and hazards, and adjust the level of prevention activity commensurate with the risk and has procedures for exchanging information between internal and external stakeholders to prevent incidents.

Planned Activities	Action Taken (Local EM Status Report)
<ul style="list-style-type: none">Identify prevention activities that the jurisdiction participated in between 10/1/22-9/30/23.	<p><i>Check all that apply</i></p> <ul style="list-style-type: none"><input type="checkbox"/> Assigning prevention activities to each agency identified in the jurisdiction's basic plan portion of the emergency plan.<input type="checkbox"/> Establishing a jurisdiction-wide prevention activities coordinator to coordinate with all agencies in prevention activities.<input type="checkbox"/> Participating in the Homeland Security Information Network (HSIN).<input type="checkbox"/> Developing a Critical Infrastructure Protection Plan and identifying roles and responsibilities.<input type="checkbox"/> Utilizing MI CIMS or another monitoring system to identify and coordinate prevention activities within the EOC.<input type="checkbox"/> Establishing procedures that coordinate reporting with the Regional MIOC liaison and State MIOC.<input type="checkbox"/> Conducting information sharing procedures.<input type="checkbox"/> Other: _____

(6) OPERATIONAL PLANNING

The Emergency Management Coordinator (EMC) shall ensure the jurisdiction is compliant with P.A. 390 of 1976, as amended, by maintaining a current Emergency Operation Plan (EOP) or Emergency Action Guidelines (EAG) that meets the criteria in the MSP/EMHSD Publication (Pub) 201a. The EMC shall verify that each jurisdiction whose population exceeds 10,000 also complies with P.A. 390 of 1976, as amended, by maintaining an emergency support plan. The local emergency manager must verify that the EOP (or EAG), and supplemental emergency support plans are updated every four years. The EMC will ensure that the jurisdiction's current Chief Elected Official (CEO) has signed the updated/revised EOP, EAG, and emergency support plans.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Report the number of Local Planning Team (LPT) meetings that occurred between 10/1/22-12/31/22. Host four LEPC meetings by 9/30/2023. Confirm the date of the jurisdiction's EOP/EAG and verify if the plan will expire between 10/1/22 - 9/30/23. Identify EOP/EAG annexes that were reviewed and/or updated between 10/1/22 - 12/31/23. Ensure that any section/annex updates are still in compliance with Pub 201a. Report participation in EM activities with school officials that took place between 10/1/22-12/31/22. Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, identified by MSP/EMHSD between 10/1/22-12/31/22. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the District Coordinator (DC). 	<p>Attended/Hosted #_____ LPT meetings.</p> <p>Hosted #_____ LEPC meetings.</p> <p>EOP/EAG is current: Yes/No Expiration Date: ____/____/____</p> <p>Reviewed Annexes: #_____ Total Annexes: #_____ Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i> Planning: #_____ Seminars: #_____ Outreach: #_____ Special Events: #_____</p> <p>Total Support Plans: #_____ Current plans: #_____ Does Not Apply: _____</p>

2 nd	<ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 1/1/23-3/31/23. ▪ Host four LEPC meetings by 9/30/2023. ▪ Verify that the CEO original signature is current in the EOP/EAG, if new CEO, forward contact information to the DC. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 1/1/23 - 3/31/23. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 1/1/23-3/31/23. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 1/1/23-3/31/23. that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. 	<p>Attended/Hosted #_____ LPT meetings.</p> <p>Hosted #_____ LEPC meetings.</p> <p>EOP/EAG CEO signature is current: Yes/No Current CEO contact information was sent to DC: Yes/No Does not apply _____</p> <p>Reviewed Annexes: #_____ Total Annexes: #_____ Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i> Planning: #_____ Seminars: #_____ Outreach: #_____ Special Events: #_____</p> <p>Total Support Plans: #_____ Current plans: #_____ Does Not Apply: _____</p>
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<p>3rd</p>	<ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 4/1/23-6/30/23. ▪ Host four LEPC meetings by 9/30/2023. ▪ Identify EOP/EAG annexes that were reviewed and/or updated between 4/1/23 - 6/30/23. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Report participation in EM activities with school officials that took place between 4/1/23-6/30/23. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 4/1/23-6/30/23. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. ▪ Report the status of SARA Title III plans and report any problem areas. 	<p>Attended/Hosted #_____ LPT meetings.</p> <p>Hosted #_____ LEPC meetings.</p> <p>Reviewed Annexes: #_____</p> <p>Total Annexes: #_____</p> <p>Annexes Updated: # _____</p> <p><i>School Activities/Number of Activities:</i></p> <p>Planning: #_____</p> <p>Seminars: #_____</p> <p>Outreach: #_____</p> <p>Special Events: #_____</p> <p>Total Support Plans: #_____</p> <p>Current plans: #_____</p> <p>Does Not Apply: _____</p> <p>Total Sites: #_____</p> <p>Total Plans: #_____</p> <p>Problem Areas: _____</p> <p>Does not apply: _____</p>
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4 th	<ul style="list-style-type: none"> ▪ Report the number of Local Planning Team (LPT) meetings that occurred between 7/1/23-9/30/23. ▪ Host four LEPC meetings by 9/30/23. ▪ Identify EOP/EAG annexes that were that were reviewed and/or updated between 7/1/23 - 9/30/23. Ensure that any section/annex updates are still in compliance with Pub 201a. ▪ Verify the status of emergency support plans for jurisdictions with a population of 10,000 or more, between 7/1/23-9/30/23. Ensure that the plan is signed by the current CEO. Emergency Management programs are encouraged to submit new or updated support plans to the DC. ▪ Report participation in EM activities with school officials that took place between 7/1/23-9/30/23 and supply any planning guidance/templates that are available. ▪ Verify receipt by 9/15/23 and distribution of scheduled drill days for school buildings operated by the school, school district, intermediate school district, or public academy, for the 2023-2024 school year. 	<p>Attended/Hosted #____LPT meetings</p> <p>Hosted #_____ LEPC meetings.</p> <p>Reviewed Annexes: #_____ Total Annexes: #_____ Annexes Updated: # _____</p> <p>Total Support Plans: #_____ Current plans: #_____ Does Not Apply: _____</p> <p><i>School Activities/Number of Activities:</i> Planning: #_____ Seminars: #_____ Outreach: #_____ Special Events: #_____</p> <p>Drill distribution was received: Yes/No Drill distribution was distributed: Yes/No</p>
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(7) INCIDENT MANAGEMENT

The Emergency Management Program (EMP) shall comply with Homeland Security Presidential Directive/HSGP-5, and Executive Directive 2005-09 by formally adopting the National Incident Management System (NIMS) to provide for efficient and effective emergency response operations amongst multiple agencies and jurisdictions. The program shall establish a means of interfacing on-scene incident management with the jurisdiction's Emergency Operations Center (EOC).

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Update EOC call list, including the CEO, and submit a copy to the DC by 12/31/22. 	EOC call list is updated: Yes/No EOC call list has been sent to the DC: Yes/No
2 nd	<ul style="list-style-type: none"> Update EOC call list and submit a copy to the DC by 3/31/23, only if changes have been made. 	Changes have been made: Yes/No Changes have been sent to the DC: Yes/No
3 rd	<ul style="list-style-type: none"> Update EOC call list and submit a copy to the DC by 6/30/23, only if changes have been made. 	Changes have been made: Yes/No Changes have been sent to the DC: Yes/No
4 th	<ul style="list-style-type: none"> Perform an EOC call-out for a drill or an actual event between 10/1/22 and 9/30/23. Update EOC call list and submit a copy to the DC by 9/30/23, only if changes have been made. Conduct EOC orientation session between 10/1/22 and 9/30/23. Submit the EMHSD-71 NIMS Implementation, Training Progress and Resource Inventory Certification by 9/30/23. 	EOC call-out drill has been performed: Yes/No EOC call-out for an actual event has been performed: Yes/No Changes have been made: Yes/No Changes have been sent to the DC: Yes/No EOC orientation was conducted: Yes/No EMHSD-71 NIMS Implementation, Training Progress and Resource Inventory Certification submitted by 9/30/23: Yes/No

(8) RESOURCE MANAGEMENT, LOGISTICS, AND MUTUAL AID

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction is compliant with the NIMS resource management requirements including identification, location, acquisition, storage, maintenance, distribution, and accounting for services and materials, to address hazards identified in the jurisdiction. The jurisdiction shall use the Michigan Critical Incident Management System (MI CIMS) to manage their NIMS-typed resources. The EMC should also develop Mutual Aid Agreements (MAA) and promote memberships in the Michigan Emergency Management Assistance Compact (MEMAC) to address resource shortfalls and reduce resource gaps in the jurisdiction.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Train and track deployable EMPG-funded personnel in accordance with the Nations Qualification System (NQS). 	EMPG-funded deployable personnel are trained and tracked in accordance with the NQS? Yes/No
2 nd		
3 rd		
4 th	<ul style="list-style-type: none"> Report new, updated, or current MAA/MOUs within the emergency management program. Report any MEMAC membership additions that occurred between 10/1/22 and 9/30/23. Verify that the jurisdiction's NIMS-typed resources are current in the MI CIMS Resource Inventory Board and complete the resource portion of form EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification by 9/30/23. Train and track deployable EMPG-funded personnel in accordance with the Nations Qualification System (NQS). 	<p>New MAA/MOUs: # _____ Updated MAA/MOUs: # _____ Current MAA/MOUs: # _____</p> <p>MEMAC Member Name: _____</p> <p>EMHSD-071 NIMS Implementation, Training Progress and Resource Inventory Certification Report submitted: Yes/No</p> <p>EMPG-funded deployable personnel are trained and tracked in accordance with the NQS? Yes/No</p>

(9) COMMUNICATIONS AND WARNING

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction communicates both internally and externally with all Emergency Management Program (EMP) stakeholders and emergency personnel. The local emergency manager shall disseminate disaster related information, and emergency alerts and warnings to response personnel, EOC staff, state and federal government officials, and the public. The system should be interoperable with other communication systems.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Identify the primary and backup public alerting system used in the jurisdiction. (i.e., Emergency Alert System (EAS) & Wireless Emergency Alerts (WEA), sirens, weather radio, etc.). Identify the primary and backup public opt-in mass notification systems used in the jurisdiction. Verify if the jurisdiction is an Integrated Public Alert & Warning System (IPAWS) alerting authority. If jurisdiction is not IPAWS compliant, document if your jurisdiction is in the process of becoming an IPAWS alerting authority. If jurisdiction is not working towards becoming an IPAWS alerting authority; indicate reason. Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 10/1/22-12/31/-22. Participated in district and/or statewide radio testing between 10/1/22-12/31/22. Participated in district and/or statewide MI CIMS drills/exercises between 10/1/22-12/31/22. 	<p>Primary Public Alerting System: _____ Backup Public Alerting System: _____</p> <p>Primary Mass Notification System: _____ Backup Mass Notification System: _____</p> <p>Jurisdiction is an IPAWS alerting authority: Yes/No/IPAWS alerting authority is at the County Level.</p> <p>Jurisdiction is in the process of becoming an IPAWS alerting authority: Yes/No/IPAWS alerting authority is at the County level.</p> <p>Reason why jurisdiction is not working towards becoming an IPAWs alerting authority: _____</p> <p>IPAWS Proficiency Demonstrations Completed: # _____</p> <p><i>Radio Test Type/Number:</i> District: # _____ State: # _____ Other: # _____</p> <p><i>MI CIMS Drill/Exercise Type/Number:</i></p>

	<ul style="list-style-type: none"> Document the jurisdiction's participation in any additional communication tests between 10/1/22-12/31/22. 	District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____
2 nd	<ul style="list-style-type: none"> Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 1/1/23-3/31/23. Participated in district and/or statewide radio testing between 1/1/23-3/31/23. Participated in district and/or statewide MI CIMS drills/exercises between 1/1/23-3/31/23. Document the jurisdiction's participation in any additional communication tests between 1/1/23-3/31/23. 	<i>IPAWS Proficiency Demonstrations Completed:</i> # _____ <i>Radio Test Type/Number:</i> District: # _____ State: # _____ Other: # _____ <i>MI CIMS Drill/Exercise Type/Number:</i> District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____
3 rd	<ul style="list-style-type: none"> Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 4/1/23-6/30/23. Participated in district and/or statewide radio testing between 4/1/23-6/30/23. Participated in district and/or statewide MI CIMS drills/exercises between 4/1/23-6/30/23. Document the jurisdiction's participation in any additional communication tests between 4/1/23-6/30/23. 	<i>IPAWS Proficiency Demonstrations Completed:</i> # _____ <i>Radio Test Type/Number:</i> District: # _____ State: # _____ Other: # _____ <i>MI CIMS Drill/Exercise Type/Number:</i> District: # _____ State: # _____ <i>Communication Tests Type/Number:</i> Communication Tests: _____, # _____

4 th	<ul style="list-style-type: none"> Participated in monthly IPAWS proficiency demonstrations with the IPAWS Test Lab between 7/1/23-9/30/23. Participated in district and/or statewide radio testing between 7/1/23-9/30/23. Participated in district and/or statewide MI CIMS drills/exercises between 7/1/23-9/30/23. Document the jurisdiction's participation in any additional communication tests between 7/1/23-9/30/23. Meet with Local Emergency Communications Committee (LECC)/Michigan Association of Broadcasters (MAB) area representatives between 10/1/22-9/30/23. Review and compare your jurisdiction's alert and warning plan for compliancy with regional EAS plan by 9/30/23. 	<p><i>IPAWS Proficiency Demonstrations Completed:</i> #_____</p> <p><i>Radio Test Type/Number of Radio Tests:</i> District: #_____ State: #_____ Other: #_____</p> <p><i>MI CIMS Drill/Exercise Type/Number:</i> District: #_____ State: #_____</p> <p><i>Communication Tests Type/Number:</i> Communication Tests: _____, #_____</p> <p>LECC/MAB regional meetings were held – Yes/No</p> <p>Attended: #_____ Regional LECC/MAB Meeting.</p> <p>Jurisdiction has an alert and warning plan: Yes/No Jurisdiction's plan was compared with regional EAS Plan: Yes/No</p>
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(10) OPERATIONS, PROCEDURES, AND FACILITIES

The Emergency Management Coordinator (EMC) shall develop procedures that reflect operational priorities including life, safety, health, property protection, environmental protection, restoration of essential utilities, and restoration of essential functions and coordination among all levels of government. Procedures shall also be developed to guide situation and Damage Assessment (DA), situation reporting, and incident action planning. The Emergency Management Program (EMP) shall have a primary facility Emergency Operations Center (EOC) capable of coordinating and supporting response and recovery operations. The EOC shall have activation, operation, and deactivation procedures that are updated regularly.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Verify that the procedures for Requesting a Governor's Emergency or Disaster Declaration and State Assistance are up to date in the jurisdiction's plans or procedures by 12/31/22. 	Procedures are up to date in plans or procedures: Yes/No

	<ul style="list-style-type: none"> ▪ Report updates to EOC activation procedures for the jurisdiction's EOC, provide a copy to the DC by 12/31/22. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>EOC activation, operation, and deactivation procedures are current: Yes/No Procedures have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
2 nd	<ul style="list-style-type: none"> ▪ Ensure that procedures for declaring a local "State of Emergency" and requesting a Governor's Emergency or disaster declaration, and state assistance are reviewed with the jurisdiction's public officials by 3/31/23. ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 1/1/23 and 3/31/23. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Procedures have been reviewed with public officials: Yes/No</p> <p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
3 rd	<ul style="list-style-type: none"> ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 4/1/23 and 6/30/23. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>
4 th	<ul style="list-style-type: none"> ▪ Report any major updates to EOC activation, operation, and deactivation procedures between 7/1/23 and 9/30/23. ▪ Report any update working with EMHSD and the Public Service Commission on the statewide energy assurance initiative to develop and maintain local energy assurance plans. 	<p>Major updates have been made: Yes/No Major updates have been sent to DC: Yes/No</p> <p>Actions were taken on energy assurance initiative to develop and maintain local energy assurance plans: Yes/No</p>

(11) TRAINING

The Emergency Management Coordinator (EMC) shall have a formal, documented training program composed of training needs, assessment, curriculum, course evaluation, and records of training. Necessary training includes: Professional Development Series (PDS), MI CIMS, Damage Assessment and NIMS training courses. The local emergency manager shall submit the Quarterly Training and Exercise Reporting Worksheet (EMD-65) and promote available Emergency Management (EM) training for all personnel, including EOC staff, specific to their responsibilities.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none">Promote emergency management courses between 10/1/22-12/31/22.	Emergency management course schedule has been promoted: Yes/No
2 nd	<ul style="list-style-type: none">Promote emergency management courses between 1/1/23-3/31/23.	Emergency management course schedule has been promoted: Yes/No
3 rd	<ul style="list-style-type: none">Promote emergency management courses between 4/1/23-6/30/23.	Emergency management course schedule has been promoted: Yes/No
4 th	<ul style="list-style-type: none">Promote emergency management courses between 7/1/23-9/30/23.	Emergency management course schedule has been promoted: Yes/No

(12) EXERCISES, EVALUATIONS, AND CORRECTIVE ACTIONS

The Emergency Management Program (EMP) shall have a documented exercise program that regularly tests the skills, abilities, and experience of emergency personnel, as well as plans, policies, procedures, equipment, and facilities. Exercises will comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP). The local emergency manager shall track all exercises on the Quarterly Training and Exercise Reporting Worksheet (EMD-065) including the type, hazards, grant funding, and number of participants, and submit this form.

All EMPG funded personnel receiving funding for any portion of their salary, benefits, or other expenditures must participate in no fewer than three exercises in the 12-month fiscal year grant period. Participation includes roles as exercise director, player, evaluator, controller, and assisting as a player in a simulation cell. Observation of an exercise will not count as participation.

One of the exercises must be conducted within the funded jurisdiction and test the local program Emergency Operations Plan (EOP). By authority conferred on the director of the department of state police by section 19 of 1976 PA 390, as amended, MCL 30.419) Per R 30.51 (Admin Code) each program shall have "(D) An exercise that tests the emergency operations plan at least once each fiscal year (October 1 to September 30)."

At least one After Action Report and Improvement Plan (AAR/IP) for an exercise which tests the local jurisdiction or programs EOP must be submitted to EMHSD each fiscal year via the District Coordinator.

Effort shall be made to submit the AAR/IP within 90 days of the exercise conclusion. It is requested that all AAR/IPs be submitted to EMHSD for tracking purposes.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> Submit EMD-065 – Quarter Training and Exercise Report by 1/10/23. 	EMD-065 has been submitted: Yes/No
2 nd	<ul style="list-style-type: none"> Submit EMD-065 – Quarter Training and Exercise Report by 4/10/23. 	EMD-065 has been submitted: Yes/No
3 rd	<ul style="list-style-type: none"> Submit EMD-065 – Quarter Training and Exercise Report by 7/10/23. 	EMD-065 has been submitted: Yes/No

4 th	<ul style="list-style-type: none"> ▪ Submit EMD-065 – Quarter Training and Exercise Report by 10/10/23. ▪ Develop and submit the EMD-006 – Annual Training and Exercise Plan Worksheet for FY2023 – FY2025 by 9/30/23. 	<p>EMD-065 has been submitted: Yes/No</p> <p>EMD-006 has been submitted: Yes/No</p>
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(13) CRISIS COMMUNICATIONS, PUBLIC EDUCATION, AND INFORMATION

The Emergency Management Program (EMP) provides preparedness information and education to the public concerning threats to life, safety, and property. These activities include information about specific threats, appropriate preparedness measures, actions to mitigate the threats, including protective actions, updating the public website, and promoting hazard awareness weeks and MIREADY campaigns.

	Planned Activities	Action Taken (Local EM Status Report)
1 st	<ul style="list-style-type: none"> ▪ Document efforts to educate the public about preparedness activities occurring between 10/1/22-12/31/22. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 10/1/22-12/31/22. 	<p><i>Data Presented/Type of Media:</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No: Media: _____ Signs of terrorism: Yes/No: Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>
2 nd	<ul style="list-style-type: none"> ▪ Document efforts to educate the public about preparedness activities occurring between 1/1/23-3/31/23. Report the data presented and the media by which this was accomplished. ▪ Document any Citizen Corps activity that occurred between 1/1/23-3/31/23. 	<p><i>Data Presented/Type of Media:</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>

3 rd	<ul style="list-style-type: none"> Document efforts to educate the public about preparedness activities occurring between 4/1/23-6/30/23. Report the data presented and the media by which this was accomplished. Document any Citizen Corps activity that occurred between 4/1/23-6/30/23. 	<p><i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>
4 th	<ul style="list-style-type: none"> Document efforts to educate the public about preparedness activities occurring between 7/1/23-9/30/23. Report the data presented and the media by which this was accomplished. Document any Citizen Corps activity that occurred between 7/1/23-9/30/23. 	<p><i>Data Presented/Type of Media</i> Awareness Weeks: _____, Media: _____ Speaking Engagement: _____, Media: _____ See Something/Say Something: Yes/No, Media: _____ Signs of terrorism: Yes/No, Media: _____ Ok2Say: Yes/No, Media: _____ Other: _____, Media: _____</p> <p><i>Citizen Corps Activity Type/Number of Citizen Corps Activities:</i> Training: # _____ Deployment/Activation: # _____</p>

(14) OTHER - Unscheduled EMERGENCY MANAGEMENT ACTIVITIES		
List other emergency management work items not included in the preceding 13 EM Objectives.		
	Activities	Action Taken
1 st		
2 nd		
3 rd		
4 th		

CONTACTS FOR ASSISTANCE

The following is a list Subject Matter Experts (SME) to assist with the information required on this report.

	Name of SME	Contact Information	Specialty
	Lt. Jeff Yonker	yonkerj@michigan.gov 517-719-9767	District 1 Coordinator
	Lt. Timothy Ketvirtis	KetvirtisT@michigan.gov 517-202-5597	District 2N Coordinator
	Vacant	Vacant	District 2S Coordinator
	Lt. Charles Barker	BarkerC@michigan.gov 810-233-8466	District 3 Coordinator
	Lt. Josh Collins	CollinsJ1@michigan.gov 517-202-5545	District 5 Coordinator
	Lt. Orville Theaker	TheakerO@michigan.gov 269-953-6099	District 6 Coordinator
	Lt. Michael DeCastro	DecastroM@michigan.gov 231-499-8266	District 7 Coordinator
	Lt. Steven Derusha	DerushaS1@michigan.gov 517-898-5055	District 8 Coordinator
	F/Lt. Gabe Covey	CoveyG@michigan.gov 517-927-5362	State and Local Support Section Manager
	Penny Burger	BurgerP@michigan.gov 517-898-0551	Grants and Financial Management Section Manager
	Amanda VanKoeving	VanKoevingA@michigan.gov 517-388-8569	Financial Analyst
	Kim Richmond	RichmondK@michigan.gov 517-204-0221	Grants Unit Manager
	Marie Douville	DouvilleM@michigan.gov 517-230-0011	Emergency Management Performance Grant Coordinator
	Matt Schnepf	SchnepfM1@michigan.gov 517-256-1512	Recovery Unit Manager
	Mike Sobocinski	SobocinskiM@michigan.gov 517-881-2512	Local Mitigation Planner
	Henrik Hollaender	HollaenderH@michigan.gov 517-898-4235	Local Planner/NIMS

	Brenna Roos	RoosB@michigan.gov 517-582-2846	HMEP/LEPC/ SARA Title III
	Brianna Briggs	BriggsB3@michigan.gov 517-230-2949	Operations Management Section Manager
	Larry St. George	StGeorgeL@michigan.gov 517-449-0470	Emergency Operations Unit Manager
	Matt Cook	CookM1@michigan.gov 517-730-1689	MI CIMS Coordinator
	Jaclyn Barcroft	BarcroftJ@michigan.gov 517-230-2379	Emergency Communications Specialist
	Jackie Hampton	HamptonJ@michigan.gov 517-243-0149	Training and Exercise Section Manager
	Dale George	GeorgeD5@michigan.gov 517-243-4439	Training, Exercise, and Radiological Unit Manager
	Danica Frederick	FrederickD3@michigan.gov 517-285-9714	Training Officer
	Shawn Ewing	EwingS2@michigan.gov 517-897-7576	Exercise Officer
	Sherrie Loader	LoaderS@michigan.gov 517-285-7495	Auditor
	Insp. Michele Sosinski	SosinskiM1@michigan.gov 517-388-6726	MSP/EMHSD Assistant Commander
	Capt. Kevin Sweeney	SweeneyK@michigan.gov 517-719-1195	MSP/EMHSD Commander

Michigan State Police,
Emergency Management and Homeland Security Division
Fiscal Year 2023 Emergency Management Report Schedule

Initial Work Agreement DUE: October 1, 2022

- **Annual Training and Exercise Plan Worksheet for 2023-2025:** Submit an electronic copy to the training and exercise staff at msp-em@michigan.gov **by September 30, 2022**. Please contain the following information in the subject line: "EMD-006 [Jurisdiction Name]".
- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** Electronically submit with original or e-signature to your District Coordinator (DC).
- **EMHSD-17: Summary Request for Emergency Management Assistance Expenses:** Electronically submit with original or e-signature to your DC.
- **Current Job Description:** For federally EMPG funded employee on EMHSD 17. Electronically submit to your DC.

First Quarter Report

- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** **DUE: 1/10/23**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-065 Quarterly Training and Exercise Report:** **DUE: 1/10/23**. Submit through Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) electronic survey tool.
- **EMHSD-007: EMPG Quarterly Expenses Report:** **DUE: 1/20/23**. Submit electronically to your DC.

Second Quarter Report

- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** **DUE: 4/10/23**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-065 Quarterly Training and Exercise Report:** **DUE: 4/10/23**. Submit through MSP/EMHSD electronic survey tool.
- **EMHSD-007: EMPG Quarterly Expenses Report:** **DUE: 4/20/23**. Submit electronically to your DC.

Third Quarter Report

- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** **DUE: 7/10/23**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-065 Quarterly Training and Exercise Report:** **DUE: 7/10/23**. Submit through MSP/EMHSD electronic survey tool.
- **EMHSD-007: EMPG Quarterly Expenses Report:** **DUE: 7/20/23**. Submit electronically to your DC.

Fourth Quarter Report

- **EMHSD-31: Emergency Management Performance Grant Work Agreement/Quarterly Report:** **DUE: 10/10/23**. Submit through MSP/EMHSD electronic survey tool.
- **EMD-065 Quarterly Training and Exercise Report:** **DUE: 10/10/23**. Submit through MSP/EMHSD electronic survey tool.
- **EMHSD-007: EMPG Quarterly Expenses Report:** **DUE: 10/20/23**. Submit electronically to your DC.
- **Annual Training and Exercise Plan Worksheet for 2023-2025:** Submit an electronic copy to the training and exercise staff at msp-em@michigan.gov **by September 30, 2023**. Please contain the following information in the subject line: "EMD-006 [Jurisdiction Name]".

Updated 7/6/2022

RESOLUTION

NO: 2022-08-120

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing an Agreement with Huron Valley Guns LLC to Provide Uniform Outfitting Services for New Personnel or Replacements for Various Countywide Departments – Fiscal Services

WHEREAS, the current agreement for uniform outfitting services is terminating on October 1, 2022; and

WHEREAS, EMS, Sheriff's Department and 911 Central Dispatch all have a need to provide uniforms and the necessary uniform accessories for their personnel and

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

WHEREAS, Huron Valley Guns LLC will hold the pricing firm for the term of five (5) years beginning October 1, 2022 to October 1, 2027; and

WHEREAS, expenditures for uniforms have been planned and budgeted in the 2022 budget for each department and the annual expenditures for future years will be subject to the availability of appropriated funds.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an Agreement with Huron Valley Guns LLC located at 56477 Grand River Ave, New Hudson, MI 48165, to provide uniform outfitting services for 911 Central Dispatch, EMS, and the Sheriff's Department per the proposed rates in RFP-LC-22- 20 for a five (5) year term commencing on October 1, 2022 to October 1, 2027.

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 related to the above as prepared by Civil Counsel.

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MOVED:

SECONDED:

CARRIED:



**Bid Recap
For
Uniform Outfitting Services**

Lead Public Agency: Livingston County,
Sheriff's Office

RFP Issued & Publicly Posted: 7/15/2022

Solicitation: RFP-LC-22-20

Public Posting: Livingston County Fiscal
Services Website and BidNet

RFP Proposals Due Date: 7/29/2022

Proposals Received: 2

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

The responses received from Huron Valley Guns and Nye Uniform Company were within the timeframe outlined in the RFP.

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work. A review of the minimum requirements revealed that the vendors met the minimum mandatory requirements (Section 1.2) and confirmed their understanding of the Scope of Work (Sections 1.3 through 1.7). The vendors were determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

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

- Proposal Responses (up to 40 points)
- Company Profile (up to 10 points)
- References (up to 20 points)
- Pricing Proposal (up to 30 points)

Based on this scoring criteria, the points awarded to each vendor were averaged and the results were as follows:

	Vendors	
	Huron Valley Guns	Nye Uniform Company
Proposal Responses	33.33	32.89
Company Profile	9.17	7.78
References	16.44	17.11
Pricing	27.00	24.22
Total	85.94	82.00



Based on the entire evaluation process, Huron Valley Guns provided a proposal that offered the best overall value to the county. It is recommended that a five-year contract be awarded to Huron Valley Guns for Uniform Outfitting Services. Huron Valley Guns will also be awarded a CoPro+ cooperative contract not to exceed five years.

RESOLUTION

NO: 2022-08-121

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing an Agreement with Ottawa County to Provide Juvenile Detention Bed Rental Services – Juvenile Court

WHEREAS, Livingston County has a need for Juvenile Detention and Residential Treatment Bed Rental Services; and

WHEREAS, out of home care costs are highly unpredictable and dependent on the number of youth, type of offenses and the risks and needs of juveniles. Multiple facilities are used each year with a total budget in the amount of \$526,990 for FY 2023; and

WHEREAS, a previous contract with Ottawa County for bed rental services expired on May 21, 2021; and

WHEREAS, Ottawa County Juvenile Detention Center of Ottawa County, Michigan, will provide the following services at their detention center, when available:

1. Detention Bed Rental at \$250 per day
2. Residential Treatment Bed Rental at \$325 per day
3. Psychological Assessments at \$400 per assessment.

WHEREAS, funding for same is available through the Child Care Fund.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with Ottawa County for Detention Center Bed Rental Services at the rate of \$250/day for detention beds; \$325/day for residential treatment; and \$400 per psychological assessment for the period of August 1, 2022 through September 2023.

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

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY COURTS
JUVENILE & PROBATE DIVISIONS

204 S. Highlander Way Suite 3 Howell, MI 48843

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

Email: dshaw@livgov.com

Memorandum

To: Livingston County Board of Commissioners

From: Deborah Shaw, Juvenile & Probate Court Administrator

Date: August 15, 2022

Re: Resolution Authorizing an Agreement with Ottawa County for Juvenile Detention Bed Rental Services

During the course of a juvenile delinquency case, there sometimes arises a need to utilize secure detention and / or secure residential treatment to protect the community and to serve the best interests of youth. The availability of out of home placement has been significantly limited since the beginning of the COVID pandemic. Ottawa County has recently secured sufficient staffing and programming that enables them to offer beds to other Courts on an as needed, as available basis at the following rates:

- A. Detention Bed Rental - \$250 per day
- B. Residential Treatment Bed Rental - \$325 per day
- C. Psychological Assessments - \$400 per assessment

All out of home care costs are budgeted in the Child Care Fund and reimbursed at a rate of 50% for the majority of juveniles, 100% for Raise the Age juveniles (those age 17 at the time of offense).

Ottawa County uniquely requires a written contract in order to utilize their services for out of home placement. This resolution authorizes the Court and County to enter into such a contract with Ottawa County for the period of August 1, 2022 through September 30, 2023.

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

RESOLUTION

NO: 2022-08-122

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing the Crime Victim Rights Grant for Fiscal Year 2023 – Prosecutor

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) has been requested to award the Crime Victim Rights Division of the Prosecutor's Office a Fiscal Year 2023 grant for the period of October 1, 2022 to September 30, 2023 in the amount of \$178,942; and

WHEREAS, MDHHS requires electronic submission of the grant application and award acceptance by the Prosecutor through the EGrAMS online portal; and

WHEREAS, the functions performed by the Crime Victim Rights Division of the Prosecutor's Office are mandated by statute and the grant will fund 100% of the Crime Victim Rights Division of the Prosecutor's Office; and

WHEREAS, The Crime Victim Rights grant funds a 1.0 FTE Victim Rights Coordinator (26718101), a .70 FTE Administrative Aide (26718102) and 50% of a 1.0 FTE Administrative Aide (26718103). No new positions are requested to carry out the duties of the grant, however, should grant funding be reduced, Administrative Aide position 26718103 will revert to General Fund Prosecutor.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the Fiscal Year 2023 grant for the Crime Victim Rights Division of the Prosecutor's Office in an amount not to exceed \$178,942 covering the period of October 1, 2022 through September 30, 2023. Should grant funding be reduced, Administrative Aide position 26718103 will revert to General Fund Prosecutor.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorize the Prosecutor to electronically sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above with the State of Michigan MDHHS upon review and/or preparation of Civil Counsel.

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

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MOVED:

SECONDED:

CARRIED:



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

DATE: May 24, 2022
TO: Michigan Prosecutor's Offices
FROM: Debi Cain, Executive Director, Division of Victim Services
RE: FY2023 Allocation Increases
CC: Tracy Hogan, Victim Rights Grants Management

A review of the victim caseloads for the years of 2020 and 2021 has revealed an overall decrease in the number of cases for a majority of the Prosecutor's Offices. As a result, we were not able to use the previous formula implemented. Meanwhile, our office decided, that we would still provide a one-time increase to your current FY2023 allocated amount. Therefore, all Crime Victim Rights Prosecutor (CVRP) grants will receive an increase of 5% for a Cost-of-Living Allowance (COLA). Please note that the state assessment collection that supports funding for all CVRP grants has declined significantly over the past several years, and we can't at this time make any representations regarding funding increases, decreases or formula adjustments for FY2024.

The Victim Rights Unit of the Division of Victim Services (MDHHS) is pleased to share with the **Livingston Prosecutor's Office** your new allocated amount of **\$178,942**. This amount will be reflected in the FY2023 applications when released from E-Grams.

Please note that there is an Ancillary Direct Victim Needs allocation that is automatically built into this increase. Your DVN allocated amount is **\$7,972**. Your county is required to use this amount only on direct victim needs as outlined in the Program Guidelines. If for whatever reason you do not wish to use the funds available in this special line item, the funds will revert to the Crime Victim Rights Fund at the end of the fiscal year. Any expenditures used under this line item **must** accompany invoices/receipts when submitting your financial status report (FSR).

If you have any questions, comments, or concerns about your new funding allocation please do not hesitate to contact Tracy Hogan (HoganT1@michigan.gov)

Yours in advocacy,

Debi Cain
Executive Director
Michigan Division of Victim Services
Department of Health and Human Services

RESOLUTION

NO: 2022-08-123

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing an Agreement with the Michigan Indigent Defense Commission to Provide Funding to Comply with the Michigan Indigent Defense Act for State Fiscal Year 2023 - Public Defender

WHEREAS, with this agreement, Livingston County will be provided funding to assist with compliance of the Michigan Indigent Defense Act; and

WHEREAS, consistent with the Act, an indigent criminal defense system shall be in compliance with the minimum standards established by the Michigan Indigent Defense Commission (MIDC), within 180 days after receiving funds; and

WHEREAS, contingent upon the terms of the agreement which include the timely submission of quarterly Financial Status Reports (FSRs), reporting of progress on compliance with standards and participation in follow up and evaluation activities, Livingston County will receive \$1,523,535.70 in grant funds in accordance with the payment schedule detailed in the agreement; and

WHEREAS, the local contribution from Livingston County for this grant period is \$944,189.67, which has been requested in the 2023 Operating Budget; and

WHEREAS, no new positions are requested to carry out the duties of the grant; and

WHEREAS, the total authorized budget for this Grant is \$2,467,725.37 which consists of the \$1,523,535.70 of grant funds and \$944,189.67 of local contribution from Livingston County for the grant period of October 1, 2022, to September 30, 2023; and

WHEREAS, County Administration and the Chief Public Defender have reviewed the Grant Contract Award Letter and recommend approval to the Board after the contract is received and reviewed by Civil Counsel.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement for the acceptance of \$1,523,536 in funding from the Michigan Indigent Defense Commission to assist with the compliance of the Michigan Indigent Defense Act to provide indigent criminal defense services from October 1, 2022, to through September 30, 2023.

BE IT FURTHER RESOLVED that the Livingston County Board of Commisisoners authorizes \$944,190 of General Fund dollars be allocated for the County's share of the grant.

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

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendments/transfers to effectuate the above award.

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**MOVED:
SECONDED:
CARRIED:**



1221 Byron Rd., Suite 1, Howell, MI 48843
Phone (517) 540-8745

Memorandum

To: Livingston County Board of Commissioners

From: Karen Groenhout, Livingston County Public Defender

Date: August 1, 2022

Re: Resolution Authorizing an Agreement with the Michigan Indigent Defense Commission (MIDC) Department of Licensing and Regulatory Affairs (LARA) to Provide Funding to Comply with the Michigan Indigent Defense Act, Public Act 214 of 2018 – Public Defender

The Michigan Indigent Defense Commission has issued minimum standards for Indigent Defense Services in the State of Michigan. The State of Michigan, through the MIDC, will provide funding to assist Livingston County with compliance of the mandated standards. The MIDC funding is contingent upon Livingston County's acceptance and compliance with terms of the Contractual Agreement with the MIDC. The agreement is for fiscal year 2023 and runs from October 1, 2022 until September 30, 2023. The Public Defender's Office is requesting that you authorize the County to enter into such agreement.

Thank you in advance for your consideration. If you have any questions regarding this matter, please feel free to contact me directly.

Karen Groenhout

From: egrams@egram-mi.com
Sent: Monday, June 27, 2022 5:10 PM
To: Karen Groenhout
Cc: WalterN2@michigan.gov
Subject: [EXT] Review Status of your application for MIDC Compliance Plan and Cost Analysis Renewal - FY 2023



"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

06/27/2022

Livingston County
1221 Byron Rd
Suite 1
Howell, MI 48843

Dear Karen Groenhout,

Please be advised that the Michigan Indigent Defense Commission (MIDC) has reviewed the compliance plan and cost analysis submitted by your system.

This letter shall serve as **official notice** that the plan and cost analysis submitted by your system has been **approved** by the MIDC.

We are in the process of submitting financial estimates and related information to the Department of Licensing and Regulatory Affairs and the State Budget Office to secure funding to distribute through a grant for the approved cost analysis. See MCL 780.993(7). After your system receives funding it will have 180 days to comply with the MIDC's standards pursuant to the terms of the approval plan, cost analysis, and grant provisions. See MCL 780.993(10); 780.997.

The legislative budget process for FY2023 is ongoing. Upon approval of a final budget by the legislature and the Governor, we will advise regarding distribution of a grant to your system. In the meantime, if you have any questions, please feel free to contact your Regional Manager, Nicole Walter at (517) 435-6590 or by email at WalterN2@michigan.gov.

Thank you very much for your cooperation with this process.

Sincerely,

Kristen Staley
Executive Director

RESOLUTION

NO: 2022-08-124

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution to Retain the Non-Union Employees, Elected Officials, Commissioners, and Judges Benefit Plans for 2023 Fiscal Year - Human Resources

WHEREAS, Livingston County has historically taken proactive measures to impact utilization of healthcare services including a wellness program, employee cost sharing at point of service, and low \$2 generic drug costs; and

WHEREAS, in order to continue to have maximum impact on utilization of healthcare services, Livingston County will continue to utilize Healthcare Bluebook, an online healthcare pricing tool, and Blue Cross Blue Shield's licensed Michigan telemedicine provider and continue a high deductible health plan coupled with a health savings account, as options for employees; and

WHEREAS, should the IRS employee contribution limits for §125 flexible spending and limited purpose flexible spending, dependent care, or health savings accounts increase to allow employees to increase their voluntary salary reduction, Livingston County will allow for the maximum contribution allowed under law; and

WHEREAS, the Board of Commissioners took action via Resolutions #2011-12-321, #2012-10-282, #2013-12-353, #2014-10-294, #2015-11-230 #2016-11-192, #2017-11-180, #2018-10-185, 2019-09-148, #2020-09-225, #2021-09-151 to exempt the County from the employee premium sharing contributions required under 2011 PA 152 and all of the six (6) collective bargaining agreements require 10% and 20% employee premium sharing, depending on date of hire.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Human Resources Department to continue the non-union employees, elected officials, and judges health plan and other benefits for 2023:

1. Benefit changes effectuated by Resolutions #2021-11-173, #2021-09-151, #2020-09-225, #2019-09-148, #2019-08-121, #2018-10-165, #2017-11-180, #2016-11-192, #2015-11-230, #2014-10-294, #2013-12-353, #2012-10-282, #2011-10-276, #2010-10-277, #2009-08-266, and #2009-10-316 shall remain in full force and effect.

2. The wellness program for regular non-union employees, elected officials, and judges approved in Resolution #2012-09-250 shall continue for the 2023 benefit year.

BE IT FURTHER RESOLVED that acting pursuant to the authority granted to a County under Section 8 of Act 152 of 2011, the Livingston County Board of Commissioners hereby exempts Livingston County from the requirements of 2011 P.A. 152 for the medical benefit plan coverage year 2023 (January 1, 2023 through December 31, 2023).

BE IT FURTHER RESOLVED that the interpretation and operation of the benefits outlined above are within the sole discretion of the Livingston County Board of Commissioners and the benefits outlined above may be added to, expanded, reduced, deleted, or otherwise modified by the County Board and such modifications shall be solely within the discretion of the Livingston County Board of Commissioners.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Commissioners is authorized to sign any and all documents needed to effectuate these changes, after approval as to form by civil counsel.

BE IT FINALLY RESOLVED that this resolution supersedes all previous resolutions that would apply to the benefits plan for non-union employees, elected officials, and judges.

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MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY

Compliance with PA152:

	2021 - All employees - 80%/20% Sec.4		2021 - All employees - Hard Cap Sec.3	
2021 Total Employee Health Care Cost		<u>\$7,531,387.00</u>		<u>\$ 7,531,387.00</u>
	80%		Hard Cap	
Calculated Caps:	Limit:	<u>\$6,025,109.60</u>	Limit:	<u>\$7,052,790.49</u>
2021 Net Employer's Share		<u>\$6,224,163.30</u>		<u>\$ 6,224,163.30</u>
Employer's Share as % of Total		82.6%		
Amount Over/(Under) PA 152 Limit:		\$ 199,053.70		\$ (828,627.19)

Assumptions:

1. These are based on 2021 enrollment figures from BCBSM since these are the enrollments on which the fixed fees (Admin and Stop Loss) are based
2. PA 152 Implemented for ALL Active County Employees
3. PPO 4 employee share split between 20% & 10%; PPO 6 & PPO 1 employee share equal to PPO 4 employee share plus buy-up (provided by Livingston County)
4. 2021 Total Employee Health Care Cost includes \$500/\$1,000 H.S.A. seed money

RESOLUTION

NO: 2022-08-125

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing the Sheriff's Office and the County of Livingston to Apply for and Enter Into a Contract with the State of Michigan, Office of Highway Safety Planning for FY 2023 Secondary Road Patrol and Traffic Accident Prevention Grant Program - Sheriff

WHEREAS, the Livingston County Sheriff's Office wishes to continue the operation of the Secondary Road Patrol and Traffic Accident Prevention Program for state fiscal year 2023;

WHEREAS, the County of Livingston will be receiving up to \$63,984 in reimbursement funds from the State of Michigan, Office of Highway Safety Planning for participation in the 2023 Secondary Road Patrol and Accident Prevention Program; which covers October 1, 2022 through September 30, 2023.

WHEREAS, no new positions are requested to carry out the duties of this grant; and

WHEREAS, the three-year average cost of the Secondary Road Patrol program is \$172,185 and the General Fund covers the expenses in excess of the grant award.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve 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 \$63,984 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 Secondary Road Patrol and Accident Prevention Program 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 DEPARTMENT

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

DATE: August 2, 2022

TO: Livingston County Board of Commissioners

FROM: Sergeant Chad Sell

RE: 2023 Secondary Road Patrol Grant offered 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 Secondary Road Patrol and Accident Prevention Program grant for State fiscal year 2023.

The State of Michigan, Office of Highway Safety Planning has offered Livingston County Sheriff Department up to \$63,984 in state reimbursement funds for participation in the program.

Continued participation in this grant opportunity will allow the Sheriff to maintain officers dedicated specifically to traffic enforcement and accident prevention within Livingston County.

The main purpose of the program is to increase traffic enforcement on secondary roads within Livingston County thereby reducing the number of traffic related incidents. The Livingston County Sheriff's Office has participated in the Secondary Road Patrol and Accident Prevention Program for a number of years in the past. 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.



STATE OF MICHIGAN

DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

July 28, 2022

Sheriff Michael Murphy
Livingston County Sheriff's Office
150 South Highlander Way
Howell, Michigan 48843

Dear Sheriff Murphy:

Enclosed is the Secondary Road Patrol and Traffic Accident Prevention Program (SRP) application for FY 2023 (October 1, 2022 through September 30, 2023). Appropriate forms to certify compliance are attached. The application, quarterly financial report, semi-annual program report, annual program report, and contract adjustment requests are also available on the Secondary Road Patrol website at www.michigan.gov/ohsp-srp; click on SRP Forms. Completed applications for participation in the program must be submitted to our office by **September 1, 2022**. Submit via email to MSP-SRP@michigan.gov. Applications received after September 1, 2022 may jeopardize the county's eligibility for funding.

Estimated program funding for fiscal year 2023 is \$6,200,000 from the Secondary Road Patrol and Training Fund.

Based upon our projections, your county's total allocation for FY 2023 is **\$63,984**. Your reimbursement from the fund may not exceed this amount. The amount being allocated to each county for FY 2023 is based on the best estimates of revenue at this time.

P.A. 416, as amended, requires a "Maintenance of Effort" by the county. Your attention is directed to Section 77(1), which states, in part:

"An agreement entered into under this section shall be void if the county reduces its expenditures or level of road patrol below that which the county was expending or providing immediately before October 1, 1978, unless the county is required to reduce general services because of economic conditions and is not merely reducing law enforcement services."

Livingston County's required maintenance of effort level is **15**. Maintenance of effort must not include positions and expenditures funded from the SRP. If the level of county funded road patrol is less than your maintenance of effort requirement, your application cannot be processed. Should this occur, and you subsequently come into compliance during the year, a partial year application will be processed at that time.

Sincerely,

Alicia Sledge
Division Director, Acting

Attachments
By email

SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM

Application for
Fiscal Year
2023
(OCTOBER 1, 2022 – SEPTEMBER 30, 2023)



Application also available at
www.michigan.gov/ohsp-srp

Michigan Department of State Police
Office of Highway Safety Planning
7150 Harris Drive
P.O. Box 30634
Lansing, Michigan 48909

AUTHORITY:	MCL 28.31, MCL 51.76, MCL 51.77, as amended
COMPLIANCE:	Voluntary; however, failure to complete will result in a denial of funding

SECTION A: APPLICATION INSTRUCTIONS

The following items are required to be reviewed and completed for the County to be awarded Secondary Road Patrol and Traffic Accident Prevention (SRP) funding pursuant to 1978 P.A. 416, as amended, MCL 51.76 and MCL 51.77 (P.A. 416). The completed application must be submitted to the Office of Highway Safety Planning (OHSP) in its entirety (all pages). Questions regarding the application may be directed to 517-284-3332.

A. APPLICATION INSTRUCTIONS (With application checklist for County use only).

B. CONTRACT CONDITIONS AND REQUIREMENTS:

- I. **Definitions**, Page 4.
- II. **Law Enforcement Plan**, Page 4.
- III. **Services**, Page 4.
- IV. **City and Village Resolutions**, Page 5.
- V. **Accounting and Recordkeeping Requirements**, Page 5.
- VI. **Standards for Acquiring, Using, and Disposing of Property Purchased with P.A. 416 Funding**, Page 6.
- VII. **Financial Reports**, Page 7.
- VIII. **Program Reports**, Page 7.
- IX. **Amendment of Contract**, Page 7.
- X. **Limitation Upon Time Expenditures**, Page 7.
- XI. **Limited Availability of Indirect Costs**, Page 7.
- XII. **Method of Payment**, Page 7.
- XIII. **Attribution**, Page 7.
- XIV. **Notice Regarding Position Reductions**, Page 7.
- XV. **Sanctions**, Page 8.
- XVI. **Termination**, Page 8.
- XVII. **Inspections, Audit, and Reporting**, Page 8.
- XVIII. **Equal Employment Opportunity (EEO) Requirements**, Page 8.

C. SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM APPLICATION:

- I. **Application and Contract Signature Page**, Page 10.
- II. **Maintenance of Effort Base Data**, Page 11.
- III. **Methods and Procedures**, Page 12.
- IV. **Resolutions, Contracts, and Law Enforcement Plan**, Page 13.
- V. **Equipment and Automotive Inventory**, Page 14.
- VI. **Budget Detail**, Pages 15.

Email a copy of the complete application and all supporting documentation to: MSP-SRP@michigan.gov
Do not submit as duplex (double-sided).

Due date: September 1st

SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM CHECKLIST

This checklist is provided as a guide to assist you in the preparation of the application for P.A. 416 funding (FOR YOUR USE ONLY).

	Task Completed
SHERIFF:	
1. Review the Contract Conditions and Requirements (pages 4-9)	<input type="checkbox"/>
2. Complete the Maintenance of Effort Base Data (page 11)	<input type="checkbox"/>
3. Prepare the Methods and Procedures (page 12)	<input type="checkbox"/>
4. Complete the Resolutions, Contracts, and Law Enforcement Plan (page 13)	<input type="checkbox"/>
5. Complete the Equipment and Automotive Inventory (page 14)	<input type="checkbox"/>
6. Prepare the Budget Detail (pages 15-18)	<input type="checkbox"/>
7. Complete the Application Signature Page and Sign Item #18 (page 10)	<input type="checkbox"/>
8. Deliver the Prepared Application to the Financial Officer	<input type="checkbox"/>
FINANCIAL OFFICER:	
1. Review the Contract Conditions and Requirements	<input type="checkbox"/>
2. Review the Maintenance of Effort Base Data	<input type="checkbox"/>
3. Review the Methods and Procedures	<input type="checkbox"/>
4. Review the Resolutions, Contracts, and Law Enforcement Plan	<input type="checkbox"/>
5. Review the Equipment and Automotive Inventory	<input type="checkbox"/>
6. Review the Budget	<input type="checkbox"/>
7. Sign Item #25 on the Application Signature Page (page 10)	<input type="checkbox"/>
8. Return the Application Package to the Sheriff	<input type="checkbox"/>
SHERIFF:	
Deliver the Application to the Chairperson of the County Board	<input type="checkbox"/>
CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS:	
1. Review the Contract Conditions and Requirements	<input type="checkbox"/>
2. Review the Program Application for P.A. 416 funding (pages 10-18)	<input type="checkbox"/>
3. Complete Item #9 on the Application Signature Page (page 10)	<input type="checkbox"/>
4. Sign Item #10 on the Application Signature Page (page 10)	<input type="checkbox"/>
5. Return the Application Package to the Sheriff	<input type="checkbox"/>
SHERIFF:	
1. Review the Application for completeness	<input type="checkbox"/>
2. Make one copy (single-sided) of the complete application to retain for your records	<input type="checkbox"/>
3. Submit the original of the following documents to OHSP:	
a. Application and Contract Signature Page with <u>original signatures</u> (page 10)	<input type="checkbox"/>
b. Maintenance of Effort (page 11)	<input type="checkbox"/>
c. Methods and Procedures (page 12)	<input type="checkbox"/>
d. Resolutions, Contracts, and Law Enforcement Plan (page 13)	<input type="checkbox"/>
e. Equipment and Automotive Inventory (page 14)	<input type="checkbox"/>
f. Budget—Detail and Narrative (pages 15-18)	<input type="checkbox"/>

EMAIL COPY OF COMPLETE APPLICATION WITH SIGNATURES TO:

MSP-SRP@michigan.gov

DATE MAILED

SECTION B: CONTRACT CONDITIONS AND REQUIREMENTS

I. Definitions

County-Funded Road Patrol Deputy: A uniformed officer who responds to citizens' requests, makes arrests, investigates traffic crashes and crimes, serves legal papers, patrols the county, and may occasionally be assigned to jail, marine/snowmobile, dispatch, court, prisoner transport, or other non-patrol related functions. Examples of who not to include, but are not limited to, the sheriff, undersheriff, command officers who supervise other divisions in addition to road patrol, full-time court detail, corrections, marine/snowmobile, detectives, and DARE officers.

Expendable Personal Property: All tangible personal property other than non-expendable property.

Financial Officer: The person responsible for fiscal accounting.

Fiscal Year: The fiscal year of the State of Michigan, beginning October 1st of each year.

MSP: The Michigan Department of State Police.

Nonexpendable Personal Property: Tangible personal property having a useful life of more than one year and acquisition cost of \$1,000 or more per unit.

OHSP: The Office of Highway Safety Planning is the agent for the State of Michigan acting through the MSP.

P.A. 416: Public Act 416 of 1978, as amended, MCL 51.76 and 51.77, which established the Secondary Road Patrol and Traffic Accident Prevention Program.

P.A. 416-Funded Road Patrol Deputy: A uniformed officer who patrols the secondary roads (county primary and county local roads, excluding those portions within the boundaries of a city or village); monitors traffic violations; enforces the criminal laws of this state, violations of which are observed by or brought to the attention of the sheriff's department while providing the patrolling and monitoring required by the P.A. 416; investigates crashes involving motor vehicles; and provides emergency assistance to persons on or near a highway or road patrolled and monitored as required by P.A. 416.

Provider: The County Board of Commissioners as advised by the County Sheriff acting through a duly authorized contracting official such as the Chairperson of the County Board of Commissioners or County Executive Officer.

SRP: The Secondary Road Patrol and Traffic Accident Prevention Program.

SRP Deputy: See P.A. 416-Funded Road Patrol Deputy.

II. Law Enforcement Plan

P.A. 416 requires the sheriff, the Director of MSP, and the Director of the OHSP or their authorized representatives to develop a Law Enforcement Plan for the unincorporated areas of the county. The Law Enforcement Plan shall be updated at least every four years (after a sheriff's election year). The plan may be updated in the interim at the discretion of the sheriff and the local MSP post commander. A copy of the most current Law Enforcement Plan must be included in the documents submitted with the application each year.

III. Services

The sheriff's department shall be the law enforcement agency primarily responsible for providing the following services outside the boundaries of a city or village, and on any highway or road within the boundaries of a county park:

1. Patrolling and monitoring traffic violations.
2. Enforcing the criminal laws of this state, violations of which are observed by or brought to the attention of the sheriff's department while engaged in P.A. 416 patrols.
3. Investigating crashes involving motor vehicles.
4. Providing emergency assistance to persons on or near a highway or road patrolled and monitored as required by P.A. 416.

IV. City and Village Service Resolutions

P.A. 416 provides for service requests from a city or village to a county. If an agreement of this type is entered into, a copy of the resolution authorizing this action must be included in the documents submitted with the application each year.

Any or all of the following services may be provided:

1. Patrolling and monitoring traffic violations.
2. Investigating crashes involving motor vehicles.
3. Providing emergency assistance to persons on or near a highway or road being patrolled and monitored.

V. Accounting and Recordkeeping Requirements

The Provider must maintain accounting records, following generally accepted accounting procedures, to receive reimbursement for expenditures under this grant. Documentation supporting all expenditures shall be maintained for at least three years after the expiration of the fiscal year covering this agreement. The Provider agrees to expend funds obtained under this agreement only during the period covered by the agreement and only for purposes specified in the budget detail unless written approval is received from OHSP. **ALL REVENUE AND EXPENDITURES SHALL BE RECORDED IN A FUND OR ACCOUNT SEPARATE FROM THE PROVIDER'S OTHER FUNDS OR ACCOUNTS. THE GENERAL LEDGER IS REQUIRED AND MUST RECONCILE TO REPORTED COSTS.**

- A. Personnel Costs. Amounts expended under this agreement for P.A. 416-Funded Road Patrol Deputies shall be based upon payrolls documented and approved in accordance with the policies and practices of the Provider and shall be supported by time and attendance records and daily activity logs for individual employees. The daily logs must detail all activities engaged in, locations of activities, and times engaged in each activity.
- B. All automotive expenses, supplies, and equipment shall be authorized and procured in accordance with the general policies and practices of the county. Automotive expenses can be reported based either on the actual costs incurred for vehicles, gasoline, maintenance, insurance, and other vehicle costs, or on actual miles driven times a mileage rate. If the county chooses to use a mileage rate, they may either use the most recently published IRS business rate, in which case no further calculation is required, or, they can calculate their own mileage rate based on their county's actual costs. Supporting documentation for the county's calculated rate must be kept on file for review during monitoring.

Note: If using a mileage rate that includes an allowance for depreciation of the vehicle, including the IRS rate, the county may not also request reimbursement for a vehicle as an equipment purchase.

C. Property Management Standards

1. Accounting Requirement. The county agrees to maintain a readily identifiable inventory of nonexpendable personal property purchased in whole, or in part, with P.A. 416 funds. Inventory of this property shall be made a part of the county's official P.A. 416 records and shall be available for review by authorized state personnel. At a minimum, property management records shall meet the following requirements:
 - a) Item description
 - b) Manufacturer's serial number and, if applicable, a P.A. 416 control number
 - c) State's P.A. 416 cost equity at time of purchase
 - d) Acquisition date and cost
 - e) Location of property
 - f) Ultimate disposition date including sale price or method used to determine fair market value
 - g) Method of disposition
2. Recordkeeping Requirements. The county agrees to maintain, as a part of the financial records for P.A. 416, property management records for all nonexpendable personal property acquired in whole, or in part, with P.A. 416 funds. This includes copies of purchase orders, bid information, invoices and inventory records. Records shall be retained for three years beyond the useful life of the equipment.

VI. Standards for Acquiring, Using, and Disposing of Property Purchased with P.A. 416 Funding

The acquisition of expendable and nonexpendable personal property shall be pre-authorized by OHSP. Expendable property may be disposed of when, at the discretion of the Provider, it is no longer usable. For nonexpendable personal property acquired by a county in whole, or in part, with P.A. 416 funds, the following conditions apply:

- A. Use of nonexpendable personal property is restricted to activities authorized by P.A. 416 and by personnel funded or authorized by OHSP in their contract with the county or by adjustments to this grant.
- B. Disposition of Nonexpendable Personal Property. Proper sales procedures shall be established for unneeded property which would provide for competition to the maximum extent possible and result in the highest possible return. When a recipient of nonexpendable personal property purchased in whole, or in part, with P.A. 416 funds no longer has a need for the property in its P.A. 416 program, the county shall obtain prior approval from OHSP for the proposed disposition of the property. Requests for approval of the proposed disposition shall be submitted to OHSP within 30 days prior to the proposed disposition. The property, with concurrence of OHSP, may be disposed of in accordance with the following standards and order of priority as determined by OHSP:
 - 1. Transfer of Property - OHSP reserves the right to require the county to transfer the property to the control of OHSP or directly to a third party at the discretion of OHSP. The county shall be reimbursed by the beneficiary county with an amount which is computed by applying the percentage of county participation in the original cost of the item(s) to the current fair market value.
 - 2. Retention of Property - OHSP may permit the county to retain the property for use other than that authorized in P.A. 416, provided compensation is made to the State of Michigan. The amount of compensation shall be computed by applying the percentage of state participation in the original cost of the item(s) to the current fair market value.
 - 3. Sale of Property - OHSP may instruct the county to sell the property and reimburse the State of Michigan an amount which is computed by applying the percentage of state participation in the original cost of the item(s) to the current fair market value. The county is permitted to retain five percent of the total proceeds to cover selling and handling expenses.
- C. Replacement of Property. When an item of nonexpendable personal property with an acquisition cost of \$1,000 or more is no longer efficient or serviceable but the county continues to need the property in its P.A. 416 program, the county may replace the property through trade-in or sale and purchase of new property, provided the following requirements are met:
 - 1. Similar Function. Replacement property shall serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality.
 - 2. Credits. Value credited for the property, if the property is traded in, shall be related to the fair market value.
 - 3. Time. Purchase of replacement property shall take place soon enough after the sale of nonexpendable property to show that the sale and the purchase are related, but in any instance, during the same funding year.
 - 4. Compensation. Replacement of property under this paragraph is not disposition of this property. The county is not required, at the time of replacement, to compensate the State for the state share of the property; rather, the state share is transferred to the replacement property with an appropriate adjustment as provided in section VI(C)(5). The replacement property is subject to the same instruction on use and disposition as the property replaced.
 - 5. Calculation of State Share. The state share of the replacement property is calculated as follows:
 - a. The proceeds from the sale of the original property or the amount credited for trade-in is multiplied by the state share (percentage) to produce a dollar amount.

- b. The percentage of the P.A. 416 dollar amount to the total purchase price of the replacement property is the state share of the replacement property.
6. Prior Approval. Recipients of P.A. 416 funds shall obtain written permission from OHSP to use the provision of section VI(C) prior to entering into negotiations for the replacement or trade-in of nonexpendable property.

VII. Financial Reports

The Provider agrees to submit a Quarterly Financial Report within 20 days of the completion of each quarterly period beginning with the date of this agreement. A general ledger report produced by the County's official accounting system must be submitted with each Quarterly Financial Report. The ledger **must** reconcile to reported costs. The Inventory Control Listing for nonexpendable property as identified in section V(C)(1) shall be maintained by the county for review during program monitoring, and shall be submitted with each change to OHSP, along with an Equipment Records System form.

VIII. Program Reports

The Provider agrees to submit a Semi-Annual Program Report within 20 days following the end of each program reporting period and an Annual Program Report covering the fiscal year just ended by October 20 of each year. These forms will be provided by OHSP.

IX. Amendment of Contract

Program modification or a budget revision shall be requested on the Contract Adjustment Request form provided, and be approved by OHSP prior to implementation. Original signatures are required on this document.

X. Limitation Upon Timing of Expenditures

All obligations under this agreement shall be made subsequent to the project start date and prior to the project end date of the contract. Goods must be received (which consists of taking possession of products in order to stage them for inspection, place them into inventory, or deploy them to the end user for immediate use) by September 30 of the fiscal year.

XI. Limited Availability of Indirect Costs

Indirect costs reportable for reimbursement are allowable providing they do not exceed 5% of the total direct program expenditures. Costs for clerical support personnel may be included in the budget as an indirect cost, not a direct cost.

XII. Method of Payment

The State of Michigan shall reimburse the county for expenditures incurred during the previous quarter. The county will receive the reimbursement approximately four weeks following receipt of the Quarterly Financial Report. Reimbursement may be delayed should the county fail to provide all required reports and other documentation, or is not in compliance with P.A. 416 and the Grant Contract Conditions and Requirements.

XIII. Attribution

Any public dissemination of information under this agreement shall identify the State of Michigan as the source of the funding for the services provided.

XIV. Notice Regarding Position Reductions

The county shall immediately notify OHSP of any reductions in the working number of county-funded road patrol positions if the remaining number of working road patrol positions is below the September 30, 1978, level. This notification shall include the latest county estimate of total county general fund revenue

for the pertinent county fiscal year. Notification shall be in writing and include appropriate explanatory information.

XV. Sanctions

If the grantee materially fails to comply with the terms and conditions of the grant contract, OHSP may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the grantee.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current grant contract.
4. Withhold further funding for the program.
5. Take other remedies that may be legally available.

XVI. Termination

Termination of this contract will become effective based upon one or more of the following conditions:

1. The end date specified on the grant has been reached and all other conditions of funding have been satisfied.
2. Funds allocated are contingent upon an appropriation from the State of Michigan and sufficient citation surcharge collections. County allocations may be revised during the year based on revenue collected.
3. This agreement is void if the Provider reduces its expenditures or level of road patrol below that which the Provider was expending or providing immediately before October 1, 1978, unless the Provider is required to reduce general services because of economic conditions and is not merely reducing law enforcement services. If there is an allegation of non-compliance with the provisions of this subsection, the OHSP shall notify the Provider in writing and afford the Provider with an opportunity to demonstrate compliance. If compliance cannot be established, OHSP shall notify the Provider in writing of the termination of this agreement. This termination shall be effective as of the date on which the non-compliance originally occurred.
4. The Provider shall comply with the identified schedule for financial and programmatic reporting. Failure to comply will result in OHSP action to withhold the release of funds.
5. Non-compliance with P.A. 416 and/or Contract Conditions and Requirements is grounds for the termination of this contract and funding. Repayment of funds to the State of Michigan may be required for those funds expended on non P.A. 416 related costs.
6. The Provider may terminate the contract upon 60 days notice. OHSP may waive this notification requirement.

XVII. Inspection, Audit, and Reporting

The OHSP, the Local Government Audit Division of the Michigan Department of Treasury, and the State Auditor General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Provider which are related to this agreement, for purpose of inspection, audit, and examination.

The Provider shall comply with the requests of OHSP for information on reports related to the manpower, expenditures, and services of the Provider and the traffic crash, traffic safety, and crime data of the county or areas of the county of the Provider.

XVIII. Equal Employment Opportunity Requirements

In accordance with the Elliott-Larsen Civil Rights Act and the Michigan Handicappers Civil Rights Act, a grantee or contractor shall not discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or handicap. Failure to comply with this requirement is cause for termination of the contract and grant.

In accordance with Executive Directive 1979-4 and Michigan Department of Civil Rights Standards and Procedures for Civil Rights Compliance in State and Federal Contracts, a grantee or contractor must have an established policy of equal employment opportunity without regard to race, color, religion, national origin, age, sex, or handicap. The grantee or contractor shall take steps necessary to correct any under representation and achieve a reasonably representative work force at all levels of employment. In addition, the grantee or contractor shall:

- A. State in all recruiting materials and advertisements that all applicants will receive equal consideration for employment without regard to race, color, religion, national origin, age, sex, or handicap, and
- B. Post in conspicuous places notices setting forth the law on equal opportunity in employment and public accommodations. (Posters are available from the Michigan Department of Civil Rights).

A grantee or contractor shall inform OHSP of any federal or state actions taken against the grantee or contractor pertaining to equal employment opportunity requirements. A grantee or contractor shall keep employment or other recourse used in preparation of the Minority-Female-Handicapper Status Report, work force Utilization Analysis and EEO Plan six months beyond the life of the grant or contract to permit access by the OHSP, Michigan Department of Civil Rights, or other authorized persons as may be necessary to ascertain compliance.

The award of a grant is subject to acceptance of the grant conditions and requirements, EEO Plan, and a determination of compliance with EEO requirements by OHSP or the Michigan Department of Civil Rights.

SECTION C: SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM APPLICATION

I. Application and Contract Signature Page

This application is made under P.A. 416, as amended, in the amount and for the purpose set forth. On the basis of the information provided in this application and detailed budget submitted by the county, an award will be made to the county in the amount and for the period stated, and is subject to the Contract Conditions and Requirements. This agreement becomes effective as of the date county representatives are notified by OHSP.

We certify that the information contained in this application including, but not limited to, the Methods and Procedures and Budget Detail, is accurate to the best of our knowledge. We agree to comply with P.A. 416, the Contract Conditions and Requirements, Generally Accepted Accounting Principles, and OHSP policies with the understanding that failure to do so is cause for termination of the grant.

A. REQUESTOR INFORMATION

1. Applicant County Livingston County Sheriff's Office	2. Federal Employer ID Number 386005819
3. Fiscal October 1, 2022, to September 30, 2023	

B. CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS

4. Name Wes Nakagiri	5. Telephone Number 517-546-3520	
6. Street Address 304 E. Grand River	7. City Howell	8. ZIP Code 48843
9. State Agency with which County EEO is on file:		
10. Signature of Chairperson	11. Date	

C. SHERIFF

12. Name Michael J. Murphy	13. Telephone Number 517-546-2440	14. Email Address mmurphy@livgov.com
15. Street Address 150 S. Highlander Way	16. City Howell	17. ZIP Code 48843
18. Signature of Sheriff	19. Date	

D. FINANCIAL OFFICER

20. Name Eric Sanborn	21. Telephone Number 517-546-2440	
22. Street Address 150 S. Highlander Way	23. City Howell	24. ZIP Code 48843
25. Signature of Financial Officer	26. Date	

E. PRIMARY CONTACT PERSON FOR SRP PROGRAM

27. Name and Title Sergeant Chad Sell	28. Telephone Number 517-546-2440
29. E-mail Address csell@livgov.com	30. Fax Number 517-546-1744

Only original signatures will be accepted
FOR OHSP USE ONLY

Date Application Received	Contract Number
AUTHORITY: MCL 28.31, MCL 51.76, MCL 51.77 as amended COMPLIANCE: Voluntary; however, failure to complete will result in a denial of funding	

II. Maintenance of Effort Base Data

County-Funded Deputies

Report the number of county-funded, full-time certified deputies employed by, or budgeted for, the sheriff's department as of the dates indicated below. The source of funding for the deputies (i.e., other grants, local contractual arrangements, etc.) is not a deciding factor in determining whether the county meets the maintenance of effort requirement. **Do not include P.A. 416-Funded Road Patrol Deputies.**

County-Funded, Full-Time Certified Deputies	1) As of 9/30/78	2) Current	3) Budgeted for Upcoming Fiscal Year (October 1 – September 30)
Total Number	33	52	54
Number Whose Primary Duty is Road Patrol	15	38	40

III. Methods and Procedures

INSTRUCTIONS: Indicate how your department will utilize the funds allocated by selecting each box that describes an activity engaged in by your county's SRP Deputies. If "other" is selected, provide a description of the activity. All activities must be allowable under the provisions of P.A. 416 and must be consistent with the submitted budget.

- ☒ Patrol and monitor traffic violations on secondary roads.
- ☒ Investigate crashes involving motor vehicles on secondary roads.
- ☒ Provide emergency assistance to persons on secondary roads.
- ☒ Enforce violations of criminal laws which are observed by or brought to the attention of the sheriff's department while patrolling secondary roads.
- ☒ Enforce laws in state parks and county parks within the county.
- ☒ Provide a vehicle inspection program.
- ☒ Provide traffic safety information and education programs.
- ☐ Other (please describe)

☐ Additional Information: |
|

IV. Resolutions, Contracts, and Law Enforcement Plan

- A. List each city or village which has requested, by resolution, that the sheriff's department provides services within its boundaries. If none, note N/A.

Note: Include a copy of each resolution. If any new resolutions are adopted during the fiscal year, immediately forward a copy to OHSP.

N/A

- B. List each township, city, or village that contracts with the sheriff's department to provide law enforcement services. If none, note N/A.

Note: Include a copy of each contract. If any new contracts are acquired during the fiscal year, immediately forward a copy to OHSP.

Tyrone Township contract for policing services 56 hours / week

Putnam Township contract for policing services 40 hours / week

Hartland Township contract for policing services 84 hours / week

Genoa / Marion / Oceola Township contract for policing services 40 hours / week

Contracts attached

- C. Include a copy of your most current Law Enforcement Plan with MSP for the unincorporated areas of the county.

Note: Law Enforcement Plans shall be updated at least every four years, following a sheriff's election.

Attached

V. Equipment and Automotive Inventory

INSTRUCTIONS: List all equipment and automobiles purchased in full or in part with P.A. 416 funds.

[illegible]

VI. Budget Detail

INSTRUCTIONS: The budget must be completed in detail and shall only cover the period for which this application is made.

Note: Round to whole dollar amounts (except in rates and calculations).

A. PERSONNEL

SALARIES AND WAGES			
POSITION TITLE	SALARY RATE	% OF TIME ON P.A. 416 ACTIVITIES	COST
Deputy Corey Sokol	100%	100%	\$72,144
			\$
			\$
			\$
			\$
OVERTIME	Historical Data		\$5,000
LONGEVITY	3% on salary		\$2,164
SUBTOTAL			\$79,308

FRINGE BENEFITS		
FICA	PERCENT 7.65%	\$6,067
RETIREMENT	PERCENT 22.54%	\$17,876
HOSPITALIZATION	AVG/EMPLOYEE/MONTH	\$12,454
WORKERS COMPENSATION	RATE/\$100 IN WAGES 3.35%	\$2,657
OTHER INSURANCE (please identify) Life		\$92
Retiree Healthcare Savings	4% of wages	\$3,172
		\$
		\$
		\$
SUBTOTAL		\$42,318
TOTAL PERSONNEL		\$121,626

B. AUTOMOTIVE EXPENSES

INSTRUCTIONS: The County may choose to account for Automotive Expenses using ONE of the two following methods: Actual Automotive Expenses OR Mileage Reimbursement. The same method must be used to account for the costs in the SRP general ledger accounts.

ACTUAL AUTOMOTIVE EXPENSES		
DESCRIPTION OF EXPENSE (Include fuel, maintenance, insurance, etc.)	RATE	COST
Annual Lease		\$18,342
		\$
		\$
		\$
		\$
TOTAL AUTOMOTIVE EXPENSES		\$18,342

OR

MILEAGE REIMBURSEMENT		
COUNTY COST PER MILE OF PATROL OPERATION	ESTIMATED MILES	COST
		\$
		\$
		\$
		\$
		\$
TOTAL AUTOMOTIVE EXPENSES		\$

C. EQUIPMENT

Must include detailed description of equipment to be purchased

DESCRIPTION	QUANTITY	PURCHASE PRICE	COST
Nothing planned for FY2022			\$
			\$
			\$
TOTAL EQUIPMENT			\$

D. OPERATING EXPENSES

DESCRIPTION OF EXPENSE	RATE	COST
PRINTING/SUPPLIES		\$1,000
CLEANING/CLOTHING ALLOWANCE		\$1,000
TRAINING		\$2,000
RADIO MAINTENANCE CONTRACTS		\$1,700
MISCELLANEOUS (describe)		\$1,000
TOTAL OPERATING EXPENSES		\$6,700

TOTAL DIRECT COSTS (Personnel, Automotive, Equipment, and Operating)	\$146,668
---	-----------

E. INDIRECT COSTS

NOT TO EXCEED 5% OF TOTAL DIRECT COSTS	\$1,500
--	---------

TOTAL PROJECT COSTS (Direct + Indirect)	\$148,168
STATE ALLOCATION	\$63,984

F. BUDGET NARRATIVE

INSTRUCTIONS: Provide a narrative justifying and detailing the basis for determining the cost of the items included in each budget category. INCLUDE CALCULATIONS THAT AREN'T APPARENT ON PREVIOUS PAGES. Additional pages may be attached as needed.

Personnel:

Salaries and Wages: Wages are determined by the labor agreement. The Deputy will be at the 7 year pay mark this fiscal year. Overtime is estimated using historical data.

Fringe Benefits: Included in the category are: FICA, Retirement, Hospitalization, Workers Comp, Life Insurance, Holiday Premium and Projected Compensatory Time Payout.

Automotive:

Actual automotive expense method of budgeting and reporting of the expenses incurred during the grant cycle will be used. The budget amounts reflected in the application are derived from historical data and actual lease costs of the vehicle listed.

Equipment:

There are no expected equipment purchases during this grant cycle.

Operating Expenses:

Printing and Supplies:

This category includes all office supplies including preprinted forms, case preparation supplies, replace / repair items of equipment that are used / worn by the officer (excluding uniforms).

Cleaning / Clothing Allowance:

This category includes the annual cost to clean uniforms and the amount used to replace worn or unserviceable uniforms.

Training:

This includes the annual allotment for annual training.

Radio Maintenance Contracts:

This includes the annual maintenance contract for computer hardware / software and the annual cost of cellular telephone service.

Miscellaneous:

Included are annual membership dues and subscriptions and equipment repair / maintenance.

Indirect Costs:

The indirect costs reflect the amount charged for office space rental / maintenance used exclusively by the officer's assigned to 416 duties.

Name and Title of Person Completing the Budget Sergeant Chad Sell	Telephone Number 517-546-2440
Email Address csell@livgov.com	

RESOLUTION

NO: 2022-08-126

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing the Reorganization of Certain Positions with the Sheriff Records Office - Sheriff

WHEREAS, the Sheriff Office provides multiple services to the Livingston County public including handling of extensive records storage and distribution; and

WHEREAS, the Sheriff Office wishes to reorganize how the Central Records staff are supervised by creating a Central Records Supervisor that will replace the incumbent Inmate and Jail Billing Specialist/Central Records Supervisor and will supervise all full- and part-time employees and have responsibility for oversight, task accomplishment, workload distribution and records management; and

WHEREAS, the current Inmate and Jail Billing Specialist/Central Records Supervisor position will relinquish duties related to supervision and focus on inmate and jail billing; and

WHEREAS, in order to fund the changes, the Sheriff Office intends to eliminate three (3) vacant half-time (.5 FTE) Office Assistant positions; and

WHEREAS, funding for these position changes is in the 2022 Sheriff budget and will result in an anticipated savings of \$10,531 annually.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the elimination of three (3) part-time (.5 FTE) Office Assistant position in the Sheriff Office and the creation of one (1) Central Records Supervisor at Grade 6 (Grade placement contingent upon approval of the Personnel Committee).

CURRENT

Position #	Description	Group	Grade	FTE	STATUS
30100108	OFFICE ASSISTANT	NU	2	0.50	A
30100113	OFFICE ASSISTANT	NU	2	0.50	A
30100115	OFFICE ASSISTANT	NU	2	0.50	A
30100117	OFFICE ASSISTANT	NU	2	0.50	A

PROPOSED

Position #	Description	Group	Grade	FTE	STATUS
30100108	OFFICE ASSISTANT	NU	2	0.50	I
30100113	OFFICE ASSISTANT	NU	2	0.50	I
30100115	OFFICE ASSISTANT	NU	2	0.50	I
30100117	CENTRAL RECORDS SUPERVISOR	NU	6	1.00	A

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the elimination of the Inmate & Jail Billing Specialist / Central Records Supervisor (Grade 5) position in favor of the proposed Inmate & Jail Billing Specialist position at Grade 4 (Grade previously approved in the 2015 Nonunion Classification and Compensation Study).

CURRENT

Position #	Description	Group	Grade	FTE
35100107	INMATE & JAIL BILLING SPECIALIST / CENTRAL RECORDS SUPERVISOR	NU	5	1.00

PROPOSED

Position #	Description	Group	Grade	FTE
35100107	INMATE & JAIL BILLING SPECIALIST	NU	4	1.00

#

#

#

MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2022-08-127

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing an Agreement for Law Enforcement Services Between the Livingston County Sheriff's Office and Hartland Township- Sheriff

WHEREAS, the Livingston County Sheriff's Office and Hartland Township wish to enter into a four (4) year agreement for Law Enforcement Services; and

WHEREAS, the agreement would be in affect from August 1, 2022 through December 31, 2025; and

WHEREAS, the agreement would be for 84 hours of coverage, twelve (12) hours a day, seven (7) days a week; and

WHEREAS, the contract rate will be \$53.70 per hour for the remainder of 2022 (\$98,002.00 – August 1 to December 31), and in 2023, the contract rate increases to \$55.58 per hour (\$243,440.00 – Jan 1 to December 31, 2023) and in 2024 increases to 57.52 per hour (\$251,937.00 – Jan 1 to December 31, 2024) and 59.54 per hour (\$260,785.00) – Jan 1 to December 31, 2025); and

WHEREAS, the contract will be staffed from existing 2022 FY budgeted staff of the Livingston County Sheriff's Office.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the agreement for Law Enforcement Services between the Livingston County Sheriff's Office and Hartland Township from August 1, 2022 through December 31, 2025 at the corresponding rates above and authorizes the Board Chairman and Sheriff to sign the agreement prepared and approved by Civil Counsel.

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

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#

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY SHERIFF DEPARTMENT

150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 8-5-22

TO: Board of Commissioners

FROM: Sheriff Michael Murphy

RE: Agreement for Law Enforcement Services with Hartland Township

Attached for your consideration and approval is a resolution for a contract extension for Law Enforcement Services between the Livingston County Sheriff Department and Hartland Township. The agreement would be from August 1, 2022 through December 31, 2025.

The contract is a new agreement. We have been approached by Hartland Township and they are agreeable to the conditions and proposed financial terms. The contract calls for 84 hours of dedicated Law Enforcement Services per week in the Township of Hartland. The hours as determined by the Township are 6 am to 6 pm, 7 days a week.

The financial terms are as follows:

•	August 1, 2022 - December 31, 2022	\$98,002	(\$53.70 per hour)
•	January 1, 2023 - December 31, 2023	\$243,440	(\$55.58 per hour)
•	January 1, 2024 - December 31, 2024	\$251,937	(\$57.52 per hour)
•	January 1, 2025 - December 31, 2025	\$260,785	(\$59.54 per hour)

Per County policy this reflects the true costs of the contract minus the 25% contracting incentive. The contract will be staffed by existing Road Patrol personnel that are covered by the current 2022 FY approved budget.

The contract has been prepared and approved by civil counsel. Upon approval and authorization of the Board, it will be signed by the Board Chair and the Sheriff.

If you have any further questions, feel free to document to contact me.

Sheriff Michael Murphy
Livingston County Sheriff Department



LAW ENFORCEMENT SERVICES AGREEMENT

BETWEEN

COUNTY OF LIVINGSTON

ON BEHALF OF

LIVINGSTON COUNTY SHERIFF

AND

TOWNSHIP OF HARTLAND

TERM: 8/1/2022 TO 12/31/2025



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AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the **COUNTY OF LIVINGSTON**, State of Michigan (hereinafter referred to as the "COUNTY"), acting on behalf of the **LIVINGSTON COUNTY SHERIFF** (hereinafter referred to as the "SHERIFF"), and the **TOWNSHIP OF HARTLAND** (hereinafter referred to as the "TOWNSHIP").

WITNESSETH:

WHEREAS, the TOWNSHIP desires to secure from the SHERIFF certain law enforcement services; and

WHEREAS, the COUNTY and the SHERIFF agree that the SHERIFF shall provide the TOWNSHIP with the services outlined below and as provided for by Public Act 1945, No. 246, as amended, set forth in MCL 41.181; MSA 5.45(1).

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

FIRST: Agreement Period and Termination. This Agreement shall commence upon the 1st day of **August, 2022**, and unless prematurely terminated as authorized in the second paragraph of this section, shall continue until the 31st day of **December, 2025**, at which time it shall terminate.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, with or without cause, at any time by either the COUNTY, the SHERIFF, or the TOWNSHIP upon thirty (30) days' prior written notice to the other parties. In the event of premature termination of this Agreement the TOWNSHIP shall in a final payment pay the COUNTY the total sum due for the services provided to the TOWNSHIP under this Agreement up to the effective date of the premature termination. After paying the final sum due the TOWNSHIP shall have no further payment obligations to the COUNTY under this Agreement.

SECOND: Definitions. For the purposes of this Agreement, the following definitions shall apply:

- A. "Insurance", insofar as vehicles are concerned, means the coverage provided to the Sheriff's Department and in force on August 1, 2022.
- B. "Insurance", insofar as Sheriff Deputies are concerned, means the coverage provided to the Sheriff's Department and in force on August 1, 2022.
- C. "Patrol" means the presence of one (1) uniformed Sheriff Deputy and one (1) Sheriff's Department vehicle as provided for in the THIRD and FOURTH sections of this Agreement. It shall also include, but not be limited to, those activities defined as "police protection" below.
- D. "Police protection" means investigation and follow up on complaints, criminal investigations, and all work normally associated with law enforcement. It shall include, but

not be limited to, the enforcement of the TOWNSHIP'S ordinances and the Michigan Liquor Control Code of 1998 (1998 PA 58), as amended.

THIRD: Services to be Performed by SHERIFF. The SHERIFF shall furnish police protection and patrol to the TOWNSHIP twelve (12) hours per day seven (7) days per week during hours mutually agreed upon by the SHERIFF and the TOWNSHIP.

FOURTH: Equipment to be Provided by COUNTY. The COUNTY shall provide and maintain a fully equipped motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia and general police equipment to be used by any Sheriff Deputies assigned to duty in the TOWNSHIP.

FIFTH: Insurance. The COUNTY shall provide necessary insurance for the motor vehicle(s) used in the performance of the services described in the SECOND section of this Agreement, as well as the necessary insurance protection for any Sheriff Deputies assigned to duty in the TOWNSHIP.

SIXTH: Compensation. The TOWNSHIP shall pay the COUNTY, from the general fund and funds received by the Township from the State of Michigan pursuant to the Michigan Liquor Control Code of 1998 (1998 PA 58), for the police protection and patrol services provided under this Agreement as FOLLOWS:

PERIOD COVERING	COMPENSATION RATE	HOURS PER DAY	TOTAL
8/1/2022 - 12/31/2022	\$53.70 per hour	Twelve (12)	\$98,002.00
1/1/2023 - 12/31/2023	\$55.58 per hour	Twelve (12)	\$243,440.00
1/1/2024 - 12/31/2024	\$57.52 per hour	Twelve (12)	\$251,937.00
1/1/2025 - 12/31/2025	\$59.54 per hour	Twelve (12)	\$260,785.00

Payments shall be made to the County in equal bi-monthly installments.

SEVENTH: Location Where Compensation is to be Paid. The TOWNSHIP shall remit all payments to the Sheriff's Department at 150 S. Highlander Way, Howell, Michigan 48843.

EIGHTH: Status of Sheriff Deputies Assigned to TOWNSHIP. The Sheriff Deputies assigned to the TOWNSHIP, under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management and control.

NINTH: SHERIFF Responsible for Management. All rights in the management of the Sheriff's Department shall remain in the SHERIFF. Management shall be construed to include, but not be limited to, determining priority of investigation; determining the number of Sheriff Deputies employed on police protection or patrol; determining what constitutes an emergency; determining the specific personnel to be assigned to the TOWNSHIP; determining the application of labor agreements to the services to be performed hereunder; and determining the adequacy of motor vehicles deployed.

TENTH: Reports. At the specific request of the TOWNSHIP, the SHERIFF shall provide to the TOWNSHIP such report as may be appropriate for release relating to law enforcement services provided in accordance with this Agreement. A monthly summary report detailing police

protection and patrolling in the TOWNSHIP shall be prepared by the Sheriff's Department and submitted to the TOWNSHIP.

ELEVENTH: Removal of Sheriff Deputies for Emergencies. The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the TOWNSHIP, for emergencies that might exist outside the TOWNSHIP. In the event that such removal occurs, the TOWNSHIP shall be notified of the date and amount of time the Sheriff Deputy was removed in the Monthly Report which the SHERIFF submits to the TOWNSHIP. In the event the deputy is removed for an emergency, the SHERIFF will off set the time the deputy was removed from the TOWNSHIP by increasing TOWNSHIP patrol hours on the day the removal occurred or on other days during the month equal to the time the deputy had been removed.

TWELFTH: Nondiscrimination. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.

It is expressly understood and agreed by the parties hereto that the requirements of this section shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the TOWNSHIP under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

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

FOURTEENTH: 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.

FIFTEENTH: Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

SIXTEENTH: Purpose of Section 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.

SEVENTEENTH: Complete 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 bind any of the parties hereto.

EIGHTEENTH: Non-Third Party Beneficiary Contract. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

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

TWENTIETH: Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on the behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES IN THE SPACES AND ON THE DATES SET FORTH BELOW.

COUNTY OF LIVINGSTON

BY: _____
WESLEY J. NAKAGIRI - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS
Dated: _____

BY: _____
MICHAEL MURPHY - SHERIFF
Dated: _____

TOWNSHIP OF HARTLAND

BY: _____
WILLIAM FOUNTAIN - SUPERVISOR
Dated: 7-20-2022

BY: _____
LARRY CIOFU - CLERK
Dated: 7-20-2022

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: ROBERT D. TOWNSEND - 7/2022

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RESOLUTION

NO: 2022-08-128

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Authorizing an Agreement for Law Enforcement Services Between the Livingston County Sheriff's Office and Tyrone Township - Sheriff

WHEREAS, the Livingston County Sheriff's Office and Tyrone Township wish to enter into a three (3) year extension agreement for Law Enforcement Services; and

WHEREAS, the agreement would be in effect from January 1, 2023, through March 31, 2025; and

WHEREAS, the agreement would be for 56 hours of coverage, eight (8) hours a day, seven (7) days a week; and

WHEREAS, the contract rate will be \$55.58 per hour for 2023 (\$161,849.00 – January 1 to December 31), and in 2024, the contract rate increases to \$57.52 per hour (167,498.00 – Jan 1 to December 31) and in 2025 increases to 59.54 per hour (\$43,345 – Jan 1 to March 31); and

WHEREAS, the contract will be staffed from the FY 2023 budgeted staff of the Livingston County Sheriff's Office.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the agreement for Law Enforcement Services between the Livingston County Sheriff's Office and Tyrone Township from January 1, 2023 to March 31, 2025 at the corresponding rates above and authorizes the Board Chairman and Sheriff to sign the agreement prepared and approved by Civil Counsel.

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

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY SHERIFF DEPARTMENT

150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 8-5-22

TO: Board of Commissioners

FROM: Sheriff Michael Murphy

RE: Agreement for Law Enforcement Services with Tyrone Township

Attached for your consideration and approval is a resolution for a contract extension for Law Enforcement Services between the Livingston County Sheriff Department and Tyrone Township. The extension of the agreement would be from January 1, 2023 through March 31, 2025.

The contract is a renewal of a current contract that expires December 31, 2022. We have been approached by Tyrone Township and they are agreeable to the current terms and proposed financial increases. The only things that are changing are the term of the contract and the financial compensation. The contract calls for 56 hours of dedicated Law Enforcement Services in the Township of Tyrone. The hours are determined by the Township, 7 days a week.

The financial terms are as follows:

•	January 1, 2023 - December 31, 2023	\$161,849	(\$55.58 per hour)
•	January 1, 2024 - December 31, 2024	\$167,498	(\$57.52 per hour)
•	January 1, 2025 - March 31, 2025	\$43,345	(\$59.54 per hour)

Per County policy this reflects the true costs of the contract minus the 25% contracting incentive. The contract will continue to be staffed by existing Road Patrol personnel that will be covered by the adopted 2023 FY approved budget.

The contract has been prepared and approved by civil counsel. Upon approval and authorization of the Board, it will be signed by the Board and the Sheriff.

If you have any further questions, feel free to document to contact me.

Sheriff Michael Murphy
Livingston County Sheriff Department

DRAFT

LAW ENFORCEMENT SERVICES AGREEMENT

BETWEEN

COUNTY OF LIVINGSTON

ON BEHALF OF

LIVINGSTON COUNTY SHERIFF

AND

TOWNSHIP OF TYRONE

[TERM: JANUARY 1, 2023 TO MARCH 31, 2025]

DRAFT
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the **COUNTY OF LIVINGSTON**, State of Michigan (hereinafter referred to as the "COUNTY"), acting on behalf of the **LIVINGSTON COUNTY SHERIFF** (hereinafter referred to as the "SHERIFF"), and the **TOWNSHIP OF TYRONE** (hereinafter referred to as the "TOWNSHIP").

W I T N E S S E T H:

WHEREAS, the TOWNSHIP desires to secure from the SHERIFF certain law enforcement services; and

WHEREAS, the COUNTY and the SHERIFF agree that the SHERIFF shall provide the TOWNSHIP with the services outlined below and as provided for by Public Act 1945, No. 246, as amended, set forth in MCL 41.181; MSA 5.45(1).

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

FIRST: Agreement Period and Termination. This Agreement shall commence upon the 1st day of January, 2023, and unless prematurely terminated as authorized in the second paragraph of this section, shall continue until the 31st day of March, 2025, at which time it shall terminate.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, with or without cause, at any time by either the COUNTY, the SHERIFF, or the TOWNSHIP upon thirty (30) days' prior written notice to the other parties. In the event of premature termination of this Agreement the TOWNSHIP shall in a final payment pay the COUNTY the total sum due for the services provided to the TOWNSHIP under this Agreement up to the effective date of the premature termination. After paying the final sum due the TOWNSHIP shall have no further payment obligations to the COUNTY under this Agreement.

SECOND: Definitions. For the purposes of this Agreement, the following definitions shall apply:

- A. "Insurance", insofar as vehicles are concerned, means the coverage provided to the Sheriff's Department and in force on January 1, 2023.
- B. "Insurance", insofar as Sheriff Deputies are concerned, means the coverage provided to the Sheriff's Department and in force on January 1, 2023.

- C. "Patrol" means the presence of a Sheriff Deputy in uniform in a vehicle as provided for in the SECOND section of this Agreement. It shall also include, but not be limited to, those activities defined as "police protection" below.
- D. "Police protection" means investigation and follow up on complaints, criminal investigations, and all work normally associated with law enforcement. It shall include, but not be limited to, the enforcement of the TOWNSHIP'S ordinances and the Michigan Liquor Control Code of 1998 (1998 PA 58), as amended.

THIRD: Services to be Performed by SHERIFF. The SHERIFF shall furnish police protection and patrol to the TOWNSHIP eight (8) hours per day seven (7) days per week during hours mutually agreed upon by the SHERIFF and the TOWNSHIP.

FOURTH: Equipment to be Provided by County. The COUNTY shall provide and maintain a fully equipped motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia and general police equipment to be used by any Sheriff Deputies assigned to duty in the TOWNSHIP.

FIFTH: Insurance. The COUNTY shall provide necessary insurance for the motor vehicle(s) used in the performance of the services described in the SECOND section of this Agreement, as well as the necessary insurance protection for any Sheriff Deputies assigned to duty in the TOWNSHIP.

SIXTH: Compensation. The TOWNSHIP shall pay the COUNTY, from the general fund and funds received by the Township from the State of Michigan pursuant to the Michigan Liquor Control Code of 1998 (1998 PA 58), for the police protection and patrol services provided under this Agreement as follows:

PERIOD COVERING	COMPENSATION RATE	HOURS PER DAY	TOTAL
1/1/2023 - 12/31/2023	\$55.58 per hour	Eight (8)	\$161,849.00
1/1/2024 -12/31/2024	\$57.52 per hour	Eight (8)	\$167,498.00
1/1/2025 - 3/31/2025	\$59.54 per hour	Eight (8)	\$43,345.00

Payments shall be made to the County in equal bi-monthly installments.

SEVENTH: Location Where Compensation is to be Paid. The TOWNSHIP shall remit all payments to the Sheriff's Department at 150 S. Highlander Way, Howell, Michigan 48843.

EIGHTH: Status of Sheriff Deputies Assigned to TOWNSHIP. The Sheriff Deputies assigned to the TOWNSHIP, under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management and control.

NINTH: SHERIFF Responsible for Management. All rights in the management of the Sheriff's Department shall remain in the SHERIFF. Management shall be construed to include, but not be limited to, determining priority of investigation; determining the number of Sheriff Deputies employed on police protection or patrol; determining what constitutes an emergency; determining the specific personnel to be assigned to the TOWNSHIP; determining the application of labor agreements to the services to be performed hereunder; and determining the adequacy of motor vehicles deployed.

TENTH: Reports. At the specific request of the TOWNSHIP, the SHERIFF shall provide to the TOWNSHIP such report as may be appropriate for release relating to law enforcement services provided in accordance with this Agreement. A monthly summary report detailing police protection and patrolling in the TOWNSHIP shall be prepared by the Sheriff's Department and submitted to the TOWNSHIP.

ELEVENTH: Removal of Sheriff Deputies for Emergencies. The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the TOWNSHIP, for emergencies that might exist outside the TOWNSHIP. In the event that such removal occurs, the TOWNSHIP shall be notified of the date and amount of time the Sheriff Deputy was removed in the Monthly Report which the SHERIFF submits to the TOWNSHIP. In the event the deputy is removed for an emergency, the SHERIFF will off set the time the deputy was removed from the TOWNSHIP by increasing TOWNSHIP patrol hours on the day the removal occurred or on other days during the month equal to the time the deputy had been removed.

TWELFTH: Nondiscrimination. In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.

It is expressly understood and agreed by the parties hereto that the requirements of this section shall not be construed as in any way affecting the collective bargaining agreement covering the Sheriff Deputies assigned to the TOWNSHIP under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

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

FOURTEENTH: 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.

FIFTEENTH: Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

SIXTEENTH: Purpose of Section 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.

SEVENTEENTH: Complete 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 bind any of the parties hereto.

EIGHTEENTH: Non-Third Party Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

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

TWENTIETH: Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on the behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

By: _____
Wes Nakagiri, Chairman
County Board of Commissioners

_____ Date

By: _____
Michael Murphy, Sheriff

_____ Date

TOWNSHIP OF TYRONE

By: _____
Mike Cunningham, Supervisor

_____ Date

By: _____
Pam Moughler, Clerk

_____ Date

Approved as to Form for County of Livingston:
COHL, STOKER & TOSKEY, P.C.
By:
On:

N:\Client\Livingston\Sheriff\Agreements\Tyrone Twp\2023\Tyrone Twp Agr 2023-2025 (draft).docx
LIV/SHERIFF #22-004

COHL, STOKER & TOSKEY, P.C.
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GORDON J. LOVE
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ASSOCIATES
COURTNEY A. GABBARA
CHRISTIAN K. MULLETT
DONALD J. KULHANEK

OF COUNSEL
RICHARD D McNULTY

August 3, 2022

Sent Via E-Mail

Michael Murphy, Sheriff
Livingston County
150 S. Highlander Way
Howell, MI 48843

Re: 2023-2025 Law Enforcement Services Agreement with Tyrone Township

Dear Sheriff Murphy:

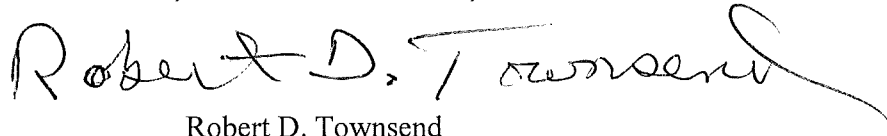
Pursuant to your request, I have prepared and attached a draft Law Enforcement Services Agreement to be entered into between the County on behalf of the Sheriff's Office and Tyrone Township (Township) for the period covering January 1, 2023 through March 31, 2025. The Agreement is essentially the same as the Agreement with the Township that will be expiring on December 31, 2022, with the exception of changes in references to the Agreement's term and provisions for compensation the Township is to pay the County for the services rendered that you have provided to our office. The changes made in the attached draft Agreement are shown in the attached compare document.

It is my understanding that you will be seeking a resolution from the County Board of Commissioner's authorizing the entry into the attached Law Enforcement Services Agreement. When the Board has passed a resolution authorizing entry into a new Law Enforcement Services Agreement with Tyrone Township, I will prepare a final draft of the Agreement and forward it to the County Administration for execution.

If you have any questions with regards to the attached Agreement or if any changes need to be made thereto, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.



Robert D. Townsend

RDT/nam
Enclosure

cc: Carol Sue Jonckheere, Executive Assistant/Contract Administrator
N:\Client\Livingston\Sheriff\Letters\Murphy\Ltr re Draft Law Enforcement Agr w Tyrone Twp (2023-2025).docx

RESOLUTION

NO: 2022-08-129

LIVINGSTON COUNTY

DATE: August 22, 2022

Resolution Amending the Resolution Regarding the Selection and Termination of Non-Elected Department Heads - Board of Commissioners

- WHEREAS,** this resolution amends Resolution #2020-03-077; and
- WHEREAS,** the benefit of the position of County Administrator is to relieve the Board of Commissioners from operational burdens so Commissioners could focus on long-range policy issues; and
- WHEREAS,** the County Administrator's authority to act is directed by the majority vote of the Board of Commissioners which insures consistent and uniform application of policy; and
- WHEREAS,** since the introduction of the Administrator, the Board of Commissioners has achieved high levels of efficient operation resulting in substantial savings of tax dollars to our residents; and
- WHEREAS,** the responsibilities and authority of the County Administrator has undergone a continuous and consistent evolution; and
- WHEREAS,** the guidance, coordination, development and evaluation of non-elected officials has become an increasingly essential component of the Administrator responsibilities; and
- WHEREAS,** it is critical in the management process that hiring, and reporting relationships be clearly defined; and
- WHEREAS,** it is clearly understood that all non-elected Department Directors and non-union subordinates are at-will employees; and
- WHEREAS,** in order to hold the County Administrator accountable for the actions of Department Directors, it is essential that the Administrator possess authority in the selection process.

THEREFORE BE IT RESOLVED that the following policy with regard to the selection and termination of non-elected Department Directors shall be implemented:

- ① The County Administrator, with assistance of the Human Resources Director, shall be responsible for the process of recruitment of non-elected Department Directors.
- ② The Administrator shall advise the appropriate Board Committee of the status of the process.
- ③ The Administrator will present his/her recommended candidate(s) to the appropriate Committee for recommendation to the full Board.
- ④ The Administrator shall present the individual to the Board of Commissioners for confirmation of the appointment.

BE IT FURTHER RESOLVED that removal and termination of employment of a Department Director shall require the County Administrator to inform and seek concurrence of Chair, Vice Chair and Finance Committee Chair of the Board of Commissioners. If two or more do not concur, the removal action shall not be undertaken at that time. This does not,

however, foreclose imposition of progressive discipline or affirmative corrective action seeking to positively address the issues or provide further training to the employee. This decision shall be final and binding on all parties concerned.

BE IT FURTHER RESOLVED that Personnel Policies inconsistent with this Resolution are hereby modified in all or part in order to comply with this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall not apply to those positions required by State Law to be appointed by the County Board of Commissioners. including, but not limited to, the Health Officer, Equalization Director, and Medical Examiner, unless the Medical Examiner is hired through a 3rd party. The Personnel Committee shall instruct the Human Resources Department to post the vacancy for a minimum of 30 days and shall be responsible for reviewing applications and making a recommendation for appointment to the Board of Commissioners.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2022-08-130

LIVINGSTON COUNTY

DATE: August 22, 2022

**Resolution Authorizing the Selection Process of the Vacant Health Officer Position
- Board of Commissioners**

WHEREAS, state law requires the Board of Commissioners to appoint the Health Officer; and

WHEREAS, the Board of Commissioners is desirous of approving a process for orderly selection of this position vacancy.

THEREFORE, BE IT RESOLVED that the following process for selection of this vacant Health Officer position shall be implemented:

- ① The Board of Commissioners directs the Human Resources department to post the Health Officer position, using the usual posting process, for thirty (30) calendar days.
- ② The Personnel Committee of the Board of Commissioners shall review all applications received.
- ③ The Personnel Committee shall determine which candidates meet the qualifications described in the job description.
- ④ The Personnel Committee shall recommend the selected individual to the Board of Commissioners for confirmation of the appointment.

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**MOVED:
SECONDED:
CARRIED:**