



Courts, Public Safety, and Infrastructure Development Committee Meeting Agenda

May 13, 2024

6:00 p.m.

Hybrid In-Person and Virtual Meeting

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

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

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

A quorum of the Board of Commissioners may be in attendance at this meeting.

Pages

1. Call Meeting to Order

2. Roll Call

Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, Dave Domas,
Nick Fiani

3. Approval of Minutes

3.1 Meeting Minutes dated: April 9, 2024

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4. Approval of Agenda

5. Reports

6. Call to the Public

7. Resolutions for Consideration

7.1 Emergency Management

Therese Cremonte

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Resolution Authorizing Livingston County to Purchase an Unmanned Air
System Detection Sensor Utilizing the FY 2022 Homeland Security Grant
Program (HSGP)

7.2 Court Central Services

Sara Applegate

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Resolution Authorizing Specialty Courts and Programs to Apply for the
State Court Administrative Office Grants for FY 2025

7.3 Sheriff

Mike Murphy

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Resolution Authorizing Renewal of an Agreement for Law Enforcement
Services Between the Livingston County Sheriff Department and Putnam
Township

7.4 Sheriff

Mike Murphy

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Resolution Authorizing the Addition of Field Service Uniform Deputies to
the Livingston County Sheriff's Office

8. Adjournment

Courts, Public Safety, and Infrastructure Development

Committee Meeting Minutes



April 9, 2024, 6:00 p.m.
Hybrid In-Person and Virtual Meeting
304 E. Grand River Ave., Board Chambers, Howell, Michigan
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCB0C
<https://us02web.zoom.us/j/3997000062>

Members Present: Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, David Domas, Nick Fiani

1. Call Meeting to Order

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

2. Roll Call

Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, Dave Domas, Nick Fiani

Roll call by the recording secretary indicated the presence of a quorum.

3. Approval of Minutes

3.1 Meeting Minutes dated: March 11, 2024

Motion to approve the Minutes as presented.

It was moved by N. Fiani

Seconded by D. Helzerman

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

4. Approval of Agenda

Motion to approve the Agenda as presented.

It was moved by D. Domas

Seconded by N. Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

5. Reports

None.

6. Call to the Public

The following persons addressed the Board: Stacy Farrell - Oceola Township; Cindy Michniewicz – Pinckney; Lori Cowan - Unadilla Township; Mary Witalec - Green Oak Township; Stephanie Miklos - Howell; Ella Nikitin – Hartland.

7. Resolutions for Consideration

7.1 Drain Commissioner

Resolution Granting Authorization of Legal Council to File a Petition in Washtenaw County Circuit Court to Allow for Lake Level Variations and Confirm the Boundaries of a Lake Level Special Assessment District of Portage and Baseline Lakes on Behalf of Livingston and Washtenaw Counties

Motion to recommend the resolution to the Board of Commissioners.

Moved by: N. Fiani

Seconded by: D. Helzerman

Ken Recker, Chief Deputy Drain Commissioner, and Mitch Dempsey, Environmental Project Manager, presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

7.2 Prosecutor

Resolution Authorizing an Agreement with Karpel Solutions to Provide Software Services for Operation of the Prosecutor's Office

Motion to recommend the resolution to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: D. Domas

David Reader, Livingston County Prosecutor, and Carolyn Henry, Chief Assistant Prosecuting Attorney, presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

7.3 Public Defender

Resolution Authorizing the Business Property Lease Agreement with 1221 Building Group, LLC for the Livingston County Public Defender's Office to Occupy 1221 Byron Road, Howell, MI 48843

Motion to recommend the resolution to the Board of Commissioners.

Moved by: N. Fiani

Seconded by: D. Helzerman

Karen Groenhout, Public Defender, presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

7.4 Sheriff

Resolution Authorizing an Agreement with Vance Outdoors, Inc. to Provide Ammunition Supply Services for the Livingston County Sheriff's Office

Motion to recommend the resolution to the Board of Commissioners.

Moved by: D. Domas
Seconded by: D. Helzerman

Sheriff Murphy presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

7.5 Community Corrections

Resolution Authorizing Community Corrections Plan and Application for FY 2025 be Submitted to the Michigan Department of Corrections on May 1, 2024

Motion to recommend the resolution to the Board of Commissioners.

Moved by: D. Helzerman
Seconded by: D. Domas

Sara Applegate, Specialty Courts & Programs Administrator, and Sheriff M. Murphy presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

7.6 Community Corrections

Resolution to Approve the Livingston County Community Corrections Advisory Board's Amended Bylaws

Motion to recommend the amended resolution to the Board of Commissioners.

Moved by: D. Helzerman
Seconded by: N. Fiani

Sara Applegate, Specialty Courts & Programs Administrator, and Sheriff M. Murphy presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

Amendment: Motion to amend the proposed bylaws to insert text in Article II Section 5 insert after LCCCAB. "Additionally, all reports provided by the CCAB to the State of Michigan shall be posted on the County website no later than 30 days after the report has been sent to the State of Michigan."

It was moved by W. Nakagiri
Seconded by D. Helzerman

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Amendment Carried (4-0-0)

7.7 Board of Commissioners

Resolution Requesting Court Case Code, Case Weight, and Case Load Data from the State Court Administrative Office

Motion to recommend the resolution to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: W. Nakagiri

Commissioner Nakagiri presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)

8. Adjournment

Motion to adjourn the meeting at 6:52 p.m.

It was moved by D. Helzerman

Seconded by N. Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4-0-0)



Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Livingston County to Purchase an Unmanned Air System Detection Sensor Utilizing the FY 2022 Homeland Security Grant Program (HSGP) – Emergency Management

- WHEREAS,** the FY-2022 HSGP a funding mechanism operated by the United States Department of Homeland Security for building and sustaining national preparedness capabilities providing pass-through funds to states, regions and counties for preventing, deterring, planning, responding to and recovering from incidents of national significance to include terrorism related activities; and
- WHEREAS,** Livingston County Board of Commissioners (LCBOC) approved Resolution 2023-06-103 on June 26, 2023, to allow the use of Federal FY 22 Homeland Security Grant Program (HSGP) funds to fortify the ability of Livingston County first responders to protect the community, and
- WHEREAS,** the LCBOC agreed that the funding would be used for projects allocated from HSGP local funding and for National Priority (NP) projects as outlined by the HSGP grant guidance to include the National Priority designed to address protection of Unmanned Vehicle Technologies UAS Sensor System; and
- WHEREAS,** Livingston County's FY-2022 HSGP projected allocation by the Region One Homeland Security Planning Board's Executive Committee and fiduciary is up to \$70,000 dollars for NP projects and was also approved by LCBOC by Resolution 2023-06-103; and covers the grant performance period from September 1, 2022, through May 31, 2025; and
- WHEREAS,** the Livingston County Sheriff's Office has a functional and highly trained Unmanned Air System (UAS) Team and utilize their UAS Team for large events to protect the public and gain information at large emergency or disaster incidents; and
- WHEREAS,** there is a need to further fortify the effectiveness of law enforcement for the safety and protection of the public during large events and incident in Livingston County due to the evolving UAS capabilities; and
- WHEREAS,** the Livingston County Sheriff's Office UAS Team would greatly enhance the safety and protection of the public and first responders by utilizing a UAS Sensor during large public events and emergency incidents as outlined by NP of Soft Targets and Crowded Spaces; and
- WHEREAS,** a RFQ (Solicitation # RFQ-LC-24-06) was issued and publicly posted on 02/12/2024; and
- WHEREAS,** there were five respondent bids, all of which were closely reviewed considered per Livingston County Purchasing Policy and federal purchasing requirements; and
- WHEREAS,** One UAS Detection Sensor was chosen that met the required function, equipment needs, and cost margin; and
- WHEREAS,** Unmanned Vehicle Technologies UAS Sensor System was chosen: This vendor has a Michigan office located near Livingston County. It is an all-inclusive system for three years, to include updates. The system is self-contained, multi-use and portable (not vehicle dependent) This UAS Sensor System proposal is the most fiscally responsible of all received bids, at a cost of \$47,530 which includes the first three years of software updates; and

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners authorizes purchase of the Unmanned Vehicle Technologies UAS Sensor System for the Livingston County Sheriff's Office UAS Team utilizing FY-2022 HSGP funding related to the National Priority (NP) project for Soft Targets and Crowded Spaces in the amount of \$47,530 dollars in compliance with federal guidance for the protection of Livingston County residents and responders; further, as instructed by the Board of Commissioners, the County Emergency Management Coordinator / Emergency Manager assures this project is not associated with warrantless surveillance, intelligence sharing, population monitoring or data gathering.

BE IT FURTHER RESOLVED the Livingston County Local Planning Team representing all public safety disciplines has approved the use of NP HSGP FY 22 funds for this UAS Detection Sensor equipment, in line with previous years' expenditures, that will enhance the safety of the Livingston County community and not violate the Constitutional rights of citizens now or in the future.

BE IT FURTHER RESOLVED the Livingston County Board authorizes allowable program expenditures as approved by the Livingston County Homeland Security Local Planning Team up to the guaranteed allocation of \$70,000 of FY-2022 NP Homeland Security Grant award. The current Emergency Management HSGP budget (ORG 23442652) has the funds available in the combination of Object Codes 943012 and 747000.

BE IT FURTHER RESOLVED the Livingston County Board authorizes allowable program expenditures as approved by the Livingston County Homeland Security Local Planning Team up to the guaranteed allocation of \$25,000 of FY-2023 Homeland Security Grant award for "Federal Priorities" not associated with warrantless surveillance, intelligence sharing, population monitoring or data gathering.

BE IT FURTHER RESOLVED the Livingston County Board of Commissioners hereby designates the Livingston County Emergency Manager/Emergency Management Coordinator as the primary purchasing agent for this project on behalf of the Livingston County Sheriff's Office, though this equipment will become an asset of the Sheriff's Office and subject to HSGP inventory requirements through Livingston County Emergency Management.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners, the County Administrator, the County Finance Officer, the County Emergency Management Coordinator/Emergency Manager, and other Livingston County officials as may be necessary,

are authorized to sign documents as necessary in compliance with the Region One Board Fiduciary Agreement to purchase the UAS Detection Sensor from Unmanned Vehicle Technologies utilizing the FY-2022 Homeland Security Grant Program funds, covering the period from September 1, 2022 through May 31, 2025, upon review by Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF EMERGENCY MANAGEMENT

1911 Tooley Rd, Howell, MI 48855
Phone 517-540-7926 Fax 517-546-6788
EMAIL: thcremonte@livgov.com

Memorandum

To: Livingston County Board of Commissioners
From: Therese CremonTE, Emergency Management Director
Date: 3/28/2024
Re: Resolution n Authorizing the FY 2023 Homeland Security Grant

Livingston County Board of Commissioners (LCBOC) approved Resolution 2023-06-103 on June 26, 2023, to allow the use of Federal FY 22 Homeland Security Grant Program (HSGP) funds to fortify the ability of Livingston County first responders to protect the community. It was agreed that the funding would be used for projects allocated from HSGP local funding and for National Priority projects as outlined by the HSGP grant guidance. Of the five National Priorities that could be considered funding for Information and Intelligence Sharing was expressly declined by the Board of Commissioners. The other four National Priority Projects were approved for funding. They are:

- Community Preparedness and Resilience
- Cybersecurity
- Domestic Violent Extremism
- Soft Targets and Crowded Spaces

The amount of funding approved for a National Priority project under Soft targets and Crowded Spaces was in the amount of \$45,000.00 with an additional \$25,000.00 to be spent on any of the approved national priorities, for a total of \$70,000.00 dollars for National Priority projects.

The National Priority Project before the LCBOC falls under Soft Targets and Crowded Spaces. The project is for an Unmanned Air System (UAS) Detection System by the vendor Unmanned Vehicle Technologies for \$47,530.00 dollars. The system is portable, and the cost includes a three-year software subscription and updates. All county and federal purchasing guideline were followed. An RFQ was publicly posted on February 12, 2024. Five bids were received within the timeline for consideration and evaluated.

The UAS Detection system would be utilized by the Livingston County Sheriff's Office UAS Team during large public events such as the Balloon Festival, Easy Rider Rodeo, and other large events to include emergencies or disasters.

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



**Bid Synopsis
For
Mobile Drone Detection Sensor**

RFQ Issued & Publicly Posted: 02/12/2024	Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
Solicitation #: RFQ-LC-24-06	
Number of Timely Responses Received: 5	RFQ Due Date: 03/04/2024

The Evaluation Committee has completed evaluation of the quotes received for the Request for Quotes (RFQ) referenced above. The purpose of this RFQ was to secure quotes for a mobile drone detection sensor. Below is a recap of the RFQ process and evaluation.

The RFQ documents were publicly posted on two websites. Five timely responses were received, and one late bid was received.

The five timely responses were received as follows:

AeroDefense
Airsight
ApolloShield Anti-Drone Systems
Multitech Traders
Unmanned Vehicle Technologies

A bid from Adorama Business Solutions was received late and was not considered in the evaluation.

AeroDefense: The references submitted by AeroDefense were relevant and strong. They offered a customer service contact 24/7 for the county, which was beyond their normal customer service hours. The evaluation committee requested clarification from AeroDefense related to their pricing. Bid pricing was \$28,761.25 total (\$7,000 for hardware, \$21,000 for software, and \$2,000 for onsite training year 1). Clarification was requested from the bidder, as it was not clear whether an annual subscription would be required. The bidder clarified that the annual fee to sustain the project would be \$21,000.

Airsight: The information included in this bid response was somewhat vague regarding the true annual cost of the equipment. Clarification was received that the annual cost for the system, inclusive of all hardware, software and maintenance is \$7,000 per year. The total first-year cost is \$8,500 which includes a one-time on-site installation fee. Airsight requires that customers sign a three-year contract. There was no description of the hardware included in the response, and there was concern that the references were paying \$15,000 or more per year with Airsight.

ApolloShield: This company is based in Israel. The bid response indicates that engineering and troubleshooting would be done by the customer's technicians. They did not provide 24-hour support, battery run time was only five hours, and system repairs would need to be sent to Israel. The pricing submitted was \$87,460 (\$52,430 for hardware, \$19,200 annual for software, and \$10,200 for training).



Multitech Traders: The bid response did not provide references, and all required bid documents were not included. The response included software and training only, no hardware. The pricing was the highest of all the bids received at \$140,700.

Unmanned Vehicle Technologies: The headquarter for UVT is in Arkansas, but they have a Michigan office located close to Livingston County. They provide an all-inclusive system for the first three years, including updates. With this ever-changing technology this was not a concern for the evaluators. Their system is self-contained, multi-use and portable, which is a positive because it is not vehicle dependent. The UVT proposal is the most fiscally responsible of all the bidders, at \$47,530 which includes the first three years. After the first year, updates and cloud service would be \$6,700; the County could still use local without the cloud if required. UVT confirmed that delivery is estimated to be 2 – 4 weeks after order.

Based on the above, it is the evaluation committee's unanimous decision to recommend Unmanned Vehicle Technologies for award, pending Board of Commissioner's approval.

RESOLUTION

NO: 2023-06-103

LIVINGSTON COUNTY

DATE: June 26, 2023

Resolution Authorizing Livingston County to Participate in the FY 2022 Homeland Security Grant Program (HSGP), and to Submit FY-2022 HSGP Agreements – Emergency Management

- WHEREAS,** the FY-2022 HSGP is a primary funding mechanism operated by the United States Department of Homeland Security for building and sustaining national preparedness capabilities providing pass-through funds to states, regions and counties for preventing, deterring, planning, responding to and recovering from incidents of national significance to include terrorism related activities; and
- WHEREAS,** Livingston County, has an Emergency Management program affiliated with the Michigan State Police Emergency Management and Homeland Security Divisions' Region One, and
- WHEREAS,** Projects utilizing this grant funding are determined and approved by the Livingston County Local Planning Team based on local emergency responder needs for training and equipment, while following the Homeland Security Grant Program allowability guidelines; and
- WHEREAS,** Livingston County's FY-2022 HSGP projected allocation by the Region One Homeland Security Planning Board's Executive Committee and fiduciary is up to \$61,521.34; and covers the grant performance period from September 1, 2022, through May 31, 2025; and
- WHEREAS,** the breakdown of that funding is \$25,000.00 dollars of potential funding by the Region One Planning Board for "Federal Priority" projects and a guaranteed local allocation of \$36,521.34 dollars of funding to be spent towards HSGP projects that comply with federal guidance and Constitutional rights and protections of persons; and
- WHEREAS,** the Board of Commissioners is concerned with the possible unintended consequences for Livingston County residents that could result from the activities associated with the potential funding for "Federal Priority" areas, including but not limited to those associated with warrantless surveillance, intelligence sharing, population monitoring or data gathering; and
- WHEREAS,** the State of Michigan administers the HSGP on behalf of the United States Department of Homeland Security; and
- WHEREAS,** Ingham County acts as the fiduciary for the Homeland Security Planning Board's Region One programs for the HSGP FY 2022 funds; and
- WHEREAS,** there is no general fund match required; and
- WHEREAS,** there is no additional personnel requested to carry out the duties of the grant; and
- WHEREAS,** both the State of Michigan and Ingham County require officials of participating counties to sign annual grant agreements and supporting documents and Livingston County maintains a Homeland Security Local Planning Team representing all public safety disciplines to determine the most worthwhile and Constitutional use of HSGP funding.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners authorizes acceptance of the FY-2022 HSGP funding related to the guaranteed local allocation of \$45,521.34 dollars to be spent towards HSGP projects (e.g. equipment and conferences) that comply with federal guidance and Constitutional rights and protections; further, the Board of Commissioners instructs the County Emergency Management Coordinator / Emergency Manager to neither accept nor request potential funding from the Region One Planning Board for “Federal Priority” projects associated with warrantless surveillance, intelligence sharing, population monitoring or data gathering; \$25,000 and \$45,000 is acceptable under federal priorities 1,2,4,5.

BE IT FURTHER RESOLVED the Livingston County Local Planning Team representing all public safety disciplines will utilize HSGP FY 22 funds for training and equipment, in line with previous years’ expenditures, that will enhance the safety of the Livingston County community and not violate the Constitutional rights of citizens now or in the future.

BE IT FURTHER RESOLVED the Livingston County Board authorizes allowable program expenditures as approved by the Livingston County Homeland Security Local Planning Team up to the guaranteed allocation of \$45,521.34 of FY-2022 Homeland Security Grant award.

BE IT FURTHER RESOLVED the Livingston County Board of Commissioners hereby designates the Livingston County Emergency Manager/Emergency Management Coordinator as the primary applicant agent.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners, the County Administrator, the County Emergency Management Coordinator/Emergency Manager, and other Livingston County officials as may be necessary, are authorized to sign the State of Michigan FY 2022 Homeland Security Grant Program Agreement, the FY 2022 HSGP Region One Board Fiduciary Agreement, and other supporting documents necessary to participate in the FY-2022 Homeland Security Grant Program, covering the period from September 1, 2022 through May 31, 2025, upon review by Civil Counsel.

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MOVED: D. Helzerman

SECONDED: D. Domas

CARRIED: Yes (8): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and N. Fiani; No (0): None; Absent (1): J. Gross

Bluvec

P6000

Bluvec's signature product powered by DSI GEN-2. Designed as a portable solution for early-warning, drone detection, identification and location of the drone and the pilot. Bluvec's monitoring data stream enables users to respond in an educated manner as quickly as possible. The touch screen display features detailed telemetry data, including the drone model, serial number, speed, geolocation, latitude and longitude, movements of the drone, as well as the pilot's geolocation.



Real-time tracing



Long detection range



Drone & pilot geolocation
DJI and non-DJI drones



All in one



360° passive detection



Full band scanning

Product specifications

Detection range (ideal conditions)	Up to 6 km
Geolocation of drone and pilot	Up to 6 km (10m RMS)
Technology	Deep Signal Inspection (DSI GEN-2)
Detection frequency	0~6 GHz (optimized for 2.4 GHz, 5.8 GHz and Wi-Fi)
Product dimensions	470 mm x 357 mm x 176 mm (width x depth x height)
Weight	≤ 12 kg
Ingress protection rating	IP67 (Case closed state)
Operating temperature	-20 °C to +40 °C
Operating humidity	≤ 85% RH (when closed)
Power supply	AC 100 to 120 V, 200 to 240 V
Battery mode duration	Up to 15 h
Charging time	< 4 h
Power consumption	< 50 W
Connectivity	LAN
Configuration, operation, alarms	Bluvec JUICE
Software updates	Local or cloud subscription
Data storage	Local or cloud subscription
System integration	GraphQL and RESTful API Interface
Audio	Inner Speaker
Transport	300 CPM 48 min with package
Hardware interface	Power Port x 1, RJ45 x 1, USB x 1
Interference with other systems	None
Simultaneous detection	Up to 45 drones
Directivity	360° omnidirectional
Display and interaction	13.3 in touch screen, resolution 1920 x 1080



Unmanned Vehicle Technologies

Tel: +1 844-595-8010

hello@uvt.us

https://www.uvt.us

Invoicing Address:

Livingston County Sheriff's Office
150 S Highlander Way
Howell MI 48843
United States

Livingston County Sheriff's Office, Chad Sell
150 S Highlander Way
Howell MI 48843
United States

Shipping Address:

Livingston County Sheriff's Office, Chad Sell
150 S Highlander Way
Howell MI 48843
United States

Quotation # S0213406

Quotation Date:

12/20/2023

Expiration:

07/01/2024

Salesperson:

Andrew McKinney

DESCRIPTION	QUANTITY	UNIT		TAXES	AMOUNT
		PRICE	DISC.%		
Blucase					
[160-101-1001] Bluvec Technologies Blucase Blucase - Bluvec's signature product powered by DSI Gen-2. Designed as a portable solution for early-warning, drone detection, identification and location of the drone and the pilot. Blucases's monitoring data stream enables users to respond in an educated manner as quickly as possible. The touch screen display features detailed telemetry data, including the drone model, serial number, speed, geolocation, latitude and longitude, movemenet of the drone and pilot's position. Blucases uses the P6000 Sensor with 6KM Detection range	1.000 Units	48,500.00	2.00		\$ 47,530.00
Subtotal					\$ 47,530.00
ProLine Services					

1722 N College Avenue
Suite D

Fayetteville, AR 72703
United States

Thank you for choosing
UVT!



[SRV-PLS-103] UVT ProLine Support Premium UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.	1.000	1,999.00	100.00	\$ 0.00
	Units			
UPS Ground	1.000	0.00	0.00	\$ 0.00
Free Shipping	Units			
Subtotal				\$ 0.00
Total				\$ 47,530.00

The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions, available online at www.uvt.us/terms.

The contents of this document are confidential and proprietary and are intended only for the recipient specified herein. It is strictly forbidden to share the contents of this document with any third party, without receiving the prior written consent of UVT.

Payment terms: Net 30

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Specialty Courts and Programs to Apply for the State Court Administrative Office Grants for FY 2025 – Court Central Services

- WHEREAS,** The State Court Administrative Office (SCAO) authorizes the expenditure of federal and state funds by awarding competitive grant awards to operate individual specialty court programs throughout Michigan and has identified funds to be awarded for FY 2025; and
- WHEREAS,** Livingston County’s 53rd District Court and the 44th Circuit Court constitutes a jurisdiction designated to operate Specialty Courts and Programs; and
- WHEREAS,** Specialty Courts and Programs are seeking approval to apply for the FY 2025 Michigan Drug Court Grant Program (MDCGP) funding for Juvenile Drug Treatment Court which requires a county match of \$4800.00 for attorney services and Adult Drug Court which requires no county match; and
- WHEREAS,** Specialty Courts and Programs are seeking approval to apply for the FY 2025 Office of Highway Safety Planning (OHSP) funding for the Adult Drug Court which requires no county match; and
- WHEREAS,** Specialty Courts and Programs are seeking approval to apply for the Swift & Sure Sanctions Probation Program (SSSPP) funding for FY 2025 which requires no county match; and
- WHEREAS,** Specialty Courts and Programs are seeking approval to apply for the FY 2025 Mental Health Court Grant Program (MHCGP) funding for Intensive Treatment Mental Health Court which requires no county match; and
- WHEREAS,** Specialty Courts and Programs are seeking approval to apply for the Michigan Veterans Treatment Court Grant Program (MVTCGP) funding for Veterans Treatment Court for FY 2025 which requires no county match; and
- WHEREAS,** The 53rd District Court and 44th Circuit Court will use these funds, if awarded, for current staffing, treatment, drug and alcohol testing, training, and other program-related expenses necessary to operate the Livingston County Specialty Courts and Program during FY 2025; and
- WHEREAS,** No additional positions are requested to carry out the duties of the grants.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners authorizes Specialty Courts and Programs to apply for the SCAO FY 2025 funding awards for six (6) grants in the approximate amounts below:

SPECIALTY COURT	FY2025 APPROX. AMOUNT	FY 2025 PERIOD
MDCGP/OHSP-Adult Drug Court	\$200,000	10/1/2024 - 9/30/2025
MDCGP-Juvenile Drug Treatment Court	\$40,000	10/1/2024 - 9/30/2025
SSSPP-Swift & Sure Sanctions Probation Program	\$100,000	10/1/2024 - 9/30/2025
MHCGP-IT Mental Health Court	\$200,000	10/1/2024 - 9/30/2025
MVTCGP-Veterans Treatment Court	\$75,000	10/1/2024 - 9/30/2025

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MOVED:
SECONDED:
CARRIED:

Livingston County Grant Opportunity Form

Department Applying:
Department Contact Info:

Court Central Services

Today's Date:

4/23/24

Employee preparing
application:

Sara Applegate

Employee who will
manage program (if
different):

Phone Number: 517-540-7664

Phone Number:

Name of Grant Applying for:

FY 2025 Problem-Solving Courts Program Grants

Awarding Agency Name:

State Court Administrative Office (SCAO)

Please check appropriate line:

Federal

Federal Assistance Listing Number:

State: X

Other:

New Grant:

Recurring Grant: 1999

Check One

First Year Received

Short Description of the scope of the grant

For FY25, SCAO has released applications for funding of Problem-Solving Courts and Swift and Sure Sanctions Program. These are re-occurring grants that, if awarded, would be used to fund current positions, treatments services, drug and alcohol testing, training for team members, and other program-related expenses. Please see attached for more information.

Start Date of Grant:

10/1/2024

End Date of Grant:

9/30/2025

Full Amount applying for:

Annual (Year 1

Total)

\$615,000.00

Multi-Year Total \$

(All years combined)

Estimated combined total of all grants

Match Requirements (if applicable)

Cash Match Requirement \$

In-Kind Match Requirement \$

This grant is intended to fund the following (check all that apply)

X

Personnel

\$ 160,000.00

Equipment

\$

X

Supplies

\$115,000.00

X

Contractual Services

\$ 300,000.00

Capital Building/Equipment

\$

X

Other (please note below)

\$ 40,000.00

Travel & Training

Signature of Applicant Department Head:

SARA APPLEGATE

Date:

4/23/24

Fiscal Services Signature:

Date:

4/23/24



Memorandum

To: Livingston County Board of Commissioners

From: Sara Applegate, Specialty Courts & Programs Administrator

Date: April 23, 2024

Re: Resolution Authorizing Specialty Courts and Programs to Apply for the State Court Administrative Office Grant Awards for FY 2025 – CPSID/Full Board

The Livingston County Specialty Courts and Programs is requesting Board approval to apply for the six (6) grants below from the State Court Administrative Office (SCAO). Please see the Programs and approximate application amounts below:

Adult Drug Court (MDCGP)/Office of Highway Safety Planning (OHSP)	Approx. \$200,000
Juvenile Drug Court (MDCGP)	Approx. \$40,000
Mental Health Court (MMHCGP)	Approx. \$200,000
Veterans Treatment Court (MVTCGP)	Approx. \$75,000
Swift and Sure Sanctions (SSSPP)	Approx. \$100,000

This funding, if received, will begin October 1, 2024 through September 30, 2025. **There are no new positions being requested through these grants.** These grants funds will be utilized to fund current positions, treatments services, drug and alcohol testing, training for team members, and other program-related expenses.

Thank you for your consideration in this matter.



Michigan Supreme Court

State Court Administrative Office

Field Services Division

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone (517) 373-4835

MEMORANDUM

DATE: March 4, 2024

TO: Judges, Court Administrators, Probate Registers, and Project Directors

FROM: Field Services' Problem-Solving Courts Team

RE: Fiscal Year 2025 Grant Application Time Frames

The following fiscal year 2025 State Court Administrative Office Problem-Solving Courts and Swift and Sure Sanctions Probation Program grant applications will open on April 1, 2024, and close on May 31, 2024:

- State and Federal Drug/Sobriety Court Grant Programs Application*
 - Michigan Drug Court Grant Program (MDCGP)
 - Office of Highway Safety Planning Grant Program (OHSP)
 - Edward Byrne Memorial Justice Assistance Grant Program (Byrne JAG)
- Michigan Veterans Treatment Court Grant Program Application
- Michigan Mental Health Court Grant Program Application
- Swift and Sure Sanctions Probation Program Grant Program Application

***Courts wishing to apply for MDCGP, Byrne JAG, or OHSP funding will do so under one grant application titled “Fiscal Year 2025 State and Federal Drug Court Funding Application.”**

Courts must have a WebGrants account to apply for grant funding. If your court does not already have a WebGrants account and would like to apply for funding, please register for an account at <http://micourts.dullestech.net> by clicking on *Register Here*.

If you have any questions, please e-mail us at PSC@courts.mi.gov.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Renewal of an Agreement for Law Enforcement Services Between the Livingston County Sheriff Department and Putnam Township - Sheriff

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

WHEREAS, the agreement would be in affect from July 1, 2024 through June 30, 2027; and

WHEREAS, the agreement would be for 40 hours of coverage, eight (8) hours a day, five (5) days a week; and

WHEREAS, the contract rate will be \$62.43 per hour for 2024/2025 (\$129,854 – July 1 to June 30), and in 2025/2026, the contract rate increases to \$64.62 per hour (134,399 – July 1 to June 30) and in 2026/2027 increases to 66.88 per hour (\$139,110 – July 1 to June 30); and

WHEREAS, the contract will be staffed from the FY 2024 budgeted staff of the Livingston County Sheriff Department.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the agreement for Law Enforcement Services between the Livingston County Sheriff Department and Putnam Township 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.

#

#

#

**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY SHERIFF DEPARTMENT

150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 4-29-24

TO: Board of Commissioners

FROM: Sheriff Michael Murphy

RE: Agreement for Law Enforcement Services with Putnam 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 Putnam Township. The extension of the agreement would be from July 1, 2024, through June 30, 2027.

The contract is a renewal of a current contract that expires June 30, 2024. We have been approached by Putnam 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 40 hours of dedicated Law Enforcement Services in the Township of Putnam. The hours are determined by the Township, 5 days a week.

The financial terms are as follows:

- | | | | |
|---|------------------------------|--------------|--------------------|
| • | July 1, 2024 - June 30, 2025 | \$129,854.00 | (\$62.43 per hour) |
| • | July 1, 2025 - June 30, 2026 | \$134,399.00 | (\$64.62 per hour) |
| • | July 1, 2026 - June 30, 2027 | \$139,110.00 | (\$66.88 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 2024 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

2ND AMENDMENT TO EXTEND AGREEMENT FOR LAW ENFORCEMENT SERVICES

WHEREAS, the **COUNTY OF LIVINGSTON** ("County") acting on behalf of the **LIVINGSTON COUNTY SHERIFF** ("Sheriff") and the **TOWNSHIP OF PUTNAM** ("Township") entered into an Agreement for Law Enforcement Services dated July 31, 2018 (the "2018 LE Agreement") for the Sheriff to provide police protection and patrol services within the Township as specified in the 2018 LE Agreement; and

WHEREAS, the 1st Amendment extension to the 2018 LE Agreement dated July 15, 2021, is set to expire June 30, 2024; and

WHEREAS, the Township and the County are agreeable to a 2nd Amendment extension of the 2018 LE Agreement as revised herein.

NOW, THEREFORE, it is agreed between the County and the Township that the 2018 LE Agreement shall be and is hereby extended through **June 30, 2027**, unless - as provided in the 2018 LE Agreement – the extended agreement is terminated, with or without cause, by the County, Sheriff or Township upon thirty (30) days' prior written notice to the other Parties. The extension agreement is subject to the following modifications:

A. References in the SIXTH paragraph of the 2018 LE Agreement shall be modified as follows:

The sum of ONE HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$129,854.00) during the period of July 1, 2024, through June 30, 2025, to be paid in quarterly installments of THIRTY-TWO THOUSAND FOUR HUNDRED SIXTY-THREE AND 50/100 DOLLARS (\$32,463.50).

The sum of ONE HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$134,399.00) during the period of July 1, 2025 through June 30, 2026, to be paid in quarterly installments of THIRTY THREE THOUSAND FIVE HUNDRED NINETY-NINE AND 75/100 DOLLARS (\$33,599.75).

The sum of ONE HUNDRED THIRTY NINE THOUSAND ONE HUNDRED TEN AND NO/100 DOLLARS (\$139,110.00) during the period of July 1, 2026 through June 30, 2027, to be paid in quarterly installments of THIRTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 50/100 DOLLARS (\$34,777.50).

B. The Appendix of the 2018 LE Agreement shall be stricken and replaced in entirety with Appendix A to this extension agreement.

- C. Except as amended in the 1st Amendment and herein, the original terms of the 2018 LE Agreement shall remain in full force and effect.

COUNTY OF LIVINGSTON

BY: _____
JAY R. DRICK - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: _____

BY: _____
MICHAEL MURPHY
SHERIFF

Dated: _____

TOWNSHIP OF PUTNAM

BY: _____
DENNIS BRENNAN
SUPERVISOR

Dated: _____

BY: _____
VALERIE NIEMIEC
CLERK

Dated: _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: JENNIFER L. BLISS 4/22/2024

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RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Addition of Field Service Uniform Deputies to the Livingston County Sheriff’s Office – Sheriff

WHEREAS, the Livingston County Sheriff’s Office has identified the need for additional personnel to be added to the Field Services Uniformed Division; and

WHEREAS, the Board of Commissioners previously approved resolution **2022-05-066** to add one additional deputy in FY2023 and up to two others based on additional revenue realized; and

WHEREAS, the Livingston County Sheriff’s Office has entered into contracts for dedicated service with Hartland Township, Hartland Consolidated Schools, Howell Public Schools, and LESA; and

WHEREAS, the Livingston County Sheriff’s Office has exceeded the additional revenue of \$250,000 agreed upon in resolution **2022-05-066** to support the additional to Deputies requested; and

WHEREAS, to provide the necessary service to the community, the Livingston County Sheriff’s Office is requesting the one Deputy that was approved for FY 2023 as well as two additional Deputies in FY 2024 due to the additional sustained revenue that has been realized.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the previously approved Deputy and addition of two Deputies in FY 2024 to the Livingston County Sheriff’s Office.

2023 (FY2024)			
Position #	Description	Group	FTE
30100440	DEPUTY	DEPS	1
2024			
Position #	Description	Group	FTE
30100441	DEPUTY	DEPS	1
30100442	DEPUTY	DEPS	1

BE IT FURTHER RESOLVED the Livingston County Board of Commissioners authorizes any budget amendment necessary to Livingston County Sheriff’s Office’s FY 2024 general fund budget to effectuate the addition of the three Deputies to include and all equipment associated with the additions.

#

MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY SHERIFF'S OFFICE

**150 S. Highlander Way
Howell, Michigan 48843-2323**

(517) 546-2400

MEMORANDUM

DATE: 2-19-24

TO: Board of Commissioners

FROM: Sheriff Michael J. Murphy

RE: Additional Deputies for the Field Services Division (Uniform)

The Livingston County Sheriff's Office has identified the need to add additional Deputies to our ranks due to the absorption of dedicated contracts for service and a growing community demand.

After resolution 2022-05-066, the Livingston County Sheriff's Office was authorized for an additional position (#31000440) by the end of 2023. We did not seek this position in 2023 as we wanted to be sure that our additional revenue would be sustainable. In addition, the resolution afforded us the opportunity to request two additional Field Service Deputy positions based on additional revenues at or exceeding \$125,000 for each position.

Since resolution 2022-05-066, my office has entered into contracts for dedicated service with the Township of Hartland, an additional contract with Livingston Essential Service Agency (LESA), Howell Public Schools and Hartland Consolidated Schools. To date, those contracts have been fulfilled by using existing uniformed positions, which has reduced the number of deputies available to respond to general calls for service. We have come to realize that this is an unsustainable model to serve the public properly. Therefore, I am requesting the authorization to fill the previously authorized position from FY 2023 as well as to add two additional Deputies in FY 2024.

Based on the previously authorized formula, the Sheriff's Office is authorized to add one Field Services Deputy position for every \$125,000 of sustained annual revenue realized by contracts for dedicated service. Conversely, should revenue be lost in the amount of \$125,000 annually from the loss of contracts, then the authorized positions will reduce commensurately through attrition.

With the addition of the Hartland Township, Hartland Consolidated School, LESA and Howell Public Schools contracts, is additional revenue to support the hiring of the additional Field Service Deputies.

Below is the breakdown of the additional revenue realized through contracts since resolution 2022-05-066 was authorized:

	2023	2024	2025
<u>Hartland Township</u>	\$243,440.00	\$251,937.00	\$260,785.00
<u>Hartland Consolidated Schools</u>	\$174,000.00	\$180,000.00	\$186,000.00
<u>Howell Public Schools</u>	\$70,000.00	\$70,000.00	\$70,000.00
<u>LESA</u>	\$100,000.00	\$100,000.00	\$100,000.00
	\$587,440.00	\$601,937.00	\$616,785.00

Thank you for your consideration and support

Sheriff Michael J. Murphy

HCS AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT made and entered into on August 10, 2023, by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and the Hartland Consolidated Schools (hereinafter referred to as "HCS").

WITNESSETH:

For and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

1. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
2. **Agreement Period.** This Agreement shall commence upon August 14, 2023, and shall continue until June 30, 2026, at which time it shall terminate.
3. **Insurance.** The HCS shall be responsible for obtaining and maintaining its own property and liability insurance.
4. **Compensation.** HCS will be invoiced monthly for the duration of the contract and will be billed \$7,250.00 per month per Deputy (\$14,500) in equal monthly installments in school year 2023-2024; \$7,500.00 per Deputy per month (\$15,000) in year 2024-2025; and \$7,750 per Deputy per month (\$15,500) in year 2025-2026.
5. **Location Where Compensation is to be Paid.** The HCS shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843, and Attn: Lt. Eric Sanborn
6. **Status of Sheriff Deputies Assigned Under Agreement.** The Sheriff Deputies assigned to the HCS under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management, and control.
7. **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 HCS, for emergencies that might exist outside the area designated by this Agreement.
8. **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.
9. **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.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the HCS upon thirty (30) days prior written notice to the other parties.

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

COUNTY OF LIVINGSTON

By:

Dave Domas

8/22/2023

DAVE DOMAS - CHAIRMAN
County Board of Commissioners

(Date)

By:

Michael J. Murphy

8/10/2023

MICHAEL J. MURPHY - SHERIFF

(Date)

Hartland Consolidated Schools

By:

Charles Hughes

(Signature)

(Date)

Name:

Charles Hughes

(Print or Type)

Title:

Superintendent

(Print or Type)

BOILERPLATE APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: PETER A. COHL - 10/1/12

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LESA -- **PUBLIC SCHOOLS LAW ENFORCEMENT SERVICES AGREEMENT**

THIS AGREEMENT made and entered into on August 1, 2023, by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and Livingston Educational Service Agency (hereinafter referred to as the "LESA").

WITNESSETH:

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

1. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
2. **Agreement Period.** This Agreement shall commence upon August 1, 2023, and shall continue until July 31, 2026, at which time it shall terminate.
3. **Insurance.** LESA shall be responsible for obtaining and maintaining its own property and liability insurance.
4. **Compensation.** The LESA shall pay the COUNTY the sum of \$100,000 per school year. LESA will be billed in two equal bi-annual installments (August and February) as follows: LESA \$50,000 each installment.
5. **Location Where Compensation is to be Paid.** The LESA shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843, and Attn: Lt. Eric Sanborn
6. **Status of Sheriff Deputies Assigned Under Agreement.** The Sheriff Deputy assigned to the LESA under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management, and control.
7. **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 LESA for emergencies that might exist outside the area designated by this Agreement.
8. **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.
9. **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.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the LESA upon thirty (30) days prior written notice to the other parties.

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

COUNTY OF LIVINGSTON

By:

Dave Domas
DAVE DOMAS - CHAIRMAN
County Board of Commissioners

(Date)

By:

Michael J. Murphy
MICHAEL J. MURPHY - SHERIFF

(Date)

Livingston Educational Service Agency

By:

Dr. Michael Hubert
(Signature)
Name: DR. MICHAEL HUBERT
(Print or Type)

(Date)

Title:

SUPERINTENDENT
(Print or Type)

BOILERPLATE APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: PETER A. COHL - 10/1/12

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HOWELL PUBLIC SCHOOLS LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT made and entered into on July 6, 2023, by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and Howell Public Schools (hereinafter referred to as the "HPS").

WITNESSETH:

For and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

1. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
2. **Agreement Period.** This Agreement shall commence upon August 1, 2023, and shall continue until July 31, 2025, at which time it shall terminate.
3. **Insurance.** HPS shall be responsible for obtaining and maintaining its own property and liability insurance.
4. **Compensation.** The HPS shall pay the COUNTY the sum of \$70,000 per school year. HPS will be billed in two equal bi-annual installments (August and February) as follows: HPS \$35,000 each installment.
5. **Location Where Compensation is to be Paid.** The HPS shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843, and Attn: Lt. Eric Sanborn
6. **Status of Sheriff Deputies Assigned Under Agreement.** The Sheriff Deputy assigned to the HPS under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management, and control.
7. **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 HPS for emergencies that might exist outside the area designated by this Agreement.
8. **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.
9. **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.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the HPS upon thirty (30) days prior written notice to the other parties.

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

COUNTY OF LIVINGSTON

By: David S. Domas 7/11/2023
DAVE DOMAS - CHAIRMAN (Date)
County Board of Commissioners

By: Michael J. Murphy 7/7/2023
MICHAEL J. MURPHY - SHERIFF (Date)

Howell Public Schools

By: Eric J. MacGregor 07/06/23
Eric J. MacGregor (Date)
Name: Eric J. MacGregor
(Print or Type)
Title: Superintendent
(Print or Type)

BOILERPLATE APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: PETER A. COHL - 10/1/12

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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.

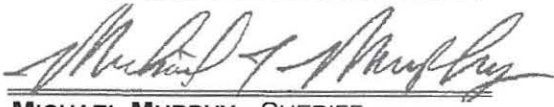
THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES IN THE SPACES AND ON THE DATES SET FORTH BELOW.

COUNTY OF LIVINGSTON

BY: 

WESLEY J. NAKAGIRI - CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: 9/11/2022

BY: 

MICHAEL MURPHY - SHERIFF
Dated: 8/1/22

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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