



General Government and Health and Human Services Committee Meeting Agenda

December 2, 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. Pledge of Allegiance

3. Roll Call

Roger Deaton - Chairman, Jay Gross - Vice Chairman, Douglas Helzerman, and
Wes Nakagiri

4. Approval of Minutes

4.1 Meeting Minutes dated: October 7, 2024

3

5. Approval of Agenda

6. Reports

7. Call to the Public

8. Resolutions for Consideration

8.1 Administration

Nathan Burd

7

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

8.2 Health Department

Matt Bolang

10

Resolution to Authorize a Contract with Green Oak Township to Provide
Water Sampling Services

8.3 Register of Deeds

Brandon Denby

19

Resolution Authorizing the 2025 State Grant Agreement, Grant
Administrator, County Representative and Surveyor Contracts for the
Remonumentation and State Plane Coordinate Determination of the
Public Land Survey Corners in Livingston County

8.4	Emergency Medical Services	David Feldpausch	25
	Resolution Authorizing an Agreement with ESO/Logis to Provide EMS Billing Software		
8.5	Emergency Medical Services	David Feldpausch	33
	Resolution to Approve the Emergency Medical Services (EMS) Capital Reserve and Working Capital Policy		
9.	Adjournment		

General Government and Health and Human Services Committee Meeting Minutes



October 7, 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>

Members Present: Douglas Helzerman, Wes Nakagiri, Jay Drick (Ex-Officio)
Members Absent: Roger Deaton, Jay Gross

1. Call Meeting to Order

The meeting was called to order by Committee Chair, Commissioner Drick at 6:00 p.m.

2. Pledge of Allegiance

3. Roll Call

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

4. Approval of Minutes

4.1 Meeting Minutes dated: September 3, 2024

Motion to approve the Minutes as presented.

Moved by W. Nakagiri

Seconded by D. Helzerman

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

5. Approval of Agenda

Motion to amend the Agenda and add Resolution 8.7.

It was moved by W. Nakagiri

Seconded by Douglas Helzerman

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

(Continued)

Motion to approve the Agenda as Amended

It was moved by W. Nakagiri

Seconded by Douglas Helzerman

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

6. Reports

6.1 Senate Bill 875 - Health Advisory Committee

Health Advisory Committee member Dawn Smith and Lindsay Kalberer (Health Department) spoke regarding the Michigan Senate Bills 875, 876, and 877.

7. Call to the Public

- Steph Miklos- City of Howell
- Comm. Doug Helzerman

8. Resolutions for Consideration

8.1 Emergency Medical Services

Resolution Authorizing a Contract with University of Michigan- Sparrow Hospital of Pathology to provide Medical Examiner Forensic Pathology Services – General Government Health & Human Services / Medical Examiner - Emergency Medical Services

Amy Chapman, Deputy Director 911, presented the Resolution and answered questions from the Commissioners.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Helzerman

Seconded by: Wes Nakagiri

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

8.2 Information Technology

Resolution Authorizing a Renewal Agreement with Fidlar Technologies to Provide Software Support Services for the Register of Deeds Department – Information Technology

Diane Gregor, IT Systems & Applications Manager, presented the Resolution and answered questions from the Commissioners.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Helzerman

Seconded by: Wes Nakagiri

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

8.3 Information Technology

Resolution Authorizing the Assumption of Addressing Responsibilities for Unadilla Township and Amendment of the Street Naming and Addressing Policy - Information Technology

IT Systems & Applications Manager, Diane Gregor, presented the Resolution and answered questions from the Commissioners.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Helzerman

Seconded by: Wes Nakagiri

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

8.4 Airport

Resolution To Concur with the Livingston County Aeronautical Facilities Board to Decline to Exercise the Right of First Refusal for the Sale of the Hangar Owned by Common Sail Storage LLC -- Airport

Mark Johnson, Airport Director, presented the Resolution and answered questions from the Commissioners.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Helzerman

Seconded by: Wes Nakagiri

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

8.5 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into a Termination of Lease and Concession Agreement Upon the Sale of the Hangar Owned by Common Sail Storage LLC – Airport

Airport Director, Mark Johnson, presented the Resolution and answered questions from the Commissioners.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: W. Nakagiri

Seconded by: Douglas Helzerman

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

8.6 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into a Ground Lease Agreement and Consent to Mortgage with Old West Aviation LLC for Airport Property North and East of the Airport Terminal Building -- Airport

Mark Johnson, Airport Director, presented the Resolution and answered questions from the Commissioners.

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: W. Nakagiri

Seconded by: Douglas Helzerman

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

8.7 Board of Commissioners

Resolution Opposing Michigan Senate Bills 875, 875, and 877

Motion to recommend the resolution to the Board of Commissioners.

It was moved by: D. Helzerman

Seconded by: Wes Nakagiri

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

9. Adjournment

Motion to adjourn the meeting at 6:38pm.

It was moved by D. Helzerman

Seconded by W. Nakagiri

Yes (3): D. Helzerman, W. Nakagiri, and J. Drick

Absent (2): R. Deaton, and J. Gross

Motion Carried (3 to 0)

Pam Dinsmore
Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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

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

WHEREAS, the yearly compensation with the Contractor was to be reviewed on or after June 21, 2024, by contract; and

WHEREAS, the Contractor has requested an increase of 3% to the yearly fixed fee (\$3,785.52 increase for 2025). This is consistent with the past practice of the parties, this 3% was the amount previously approved by the Board of Commissioners in the budget and is agreed to by the Contractor; and

WHEREAS, the Contractor has also requested an increase in the hourly rate for litigation and labor work of \$5.00/hr. (from \$175.00/hr. to \$180.00/hr.). The rate was previously benchmarked to the rate paid by MMRMA for litigation matters covered by insurance defense; however, on July 1, 2024, MMRMA, which we have used for a benchmark, increased its rate from \$190.00/hr. to \$220.00/hr. and Contractor proposes this lower increase.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a contract amendment with Cohl, Stoker & Toskey, P.C. to provide for a fixed fee increase of 3% and a \$5.00/hr. increase in the hourly rate for litigation and labor work effective January 1, 2025.

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

#

MOVED:
SECONDED:
CARRIED:

AMENDMENT #7 TO LEGAL SERVICES CONTRACT

THIS AMENDMENT #7 TO THE LEGAL SERVICES CONTRACT, made and entered into _____, 2024, by and between **LIVINGSTON COUNTY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **COHL, STOKER & TOSKEY, P.C.**, with offices at 601 North Capitol Avenue, Lansing, Michigan 48933 (hereinafter referred to as "Contractor"), amends the Legal Services Contract made and entered into between said parties dated December 12, 2017.

WITNESS:

1. Paragraph 2, will be revised to include a 3% increase in the fixed fee effective January 1, 2025, as follows:

EFFECTIVE	YEARLY COMPENSATION	MONTHLY PAYMENTS
January 1, 2025	\$129,969.63	\$10,830.80

2. Paragraph 3, will be revised to increase the hourly rate by \$5.00/hr. for litigation and labor work as follows:

COHL, STOKER & TOSKEY, PC, shall be paid for litigation services on a monthly basis pursuant to invoices submitted at the rate of \$180.00/hr. for litigation work and \$180.00/hr. for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, et al. On or after June 21 of each year of this Agreement, the yearly compensation will be reviewed between the parties.

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

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and entered this Amendment #5 on the day and year first above written.

COUNTY OF LIVINGSTON

COHL, STOKER & TOSKEY, P.C.

By: _____
JAY DRICK - CHAIR
COUNTY BOARD OF COMMISSIONERS

By: _____
DAVID G. STOKER, PRESIDENT

Date: _____

Date: _____



LIVINGSTON COUNTY ADMINISTRATION

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

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

NATHAN BURD
COUNTY ADMINISTRATOR

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

FROM: NATHAN BURD – COUNTY ADMINISTRATOR

DATE: OCTOBER 30, 2024

RE: AMENDMENT TO LEGAL SERVICES CONTRACT

As you know, Livingston County contracts with Cohl, Stoker, & Toskey, P.C. (CST) for legal services. Per the contract, compensation is to be reviewed by the parties annually. This resolution would authorize a 3% increase to the fixed fee for services and a \$5/hour increase for labor and litigation work to \$180/hour. The past practice has been to increase the fixed fee in line with the cost-of-living adjustment (COLA) approved in the annual budget. The proposed amendment is attached for your review.

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

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Authorize a Contract with Green Oak Township to Provide Water Sampling Services – Health Department

WHEREAS, the original contract with Green Oak Township (Resolution 2012-07-214) has expired and Green Oak Township has requested that LCHD continue to provide residential drinking water sampling services around the Hidden Lake Waste Water Treatment Plant due to concerns of elevated sodium and chloride levels; and

WHEREAS, LCHD has provided similar services with Brighton and Hartland Townships and has a long-standing agreement with EGLE under its monitoring contract and has expertise and familiarity with drinking water sampling programs; and

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Green Oak Charter Township for drinking water sampling services charging an initial rate of \$105 per hour for cost of services estimated at \$1100 annually with future costs adjusted annually based on increases of LCHD expenses not to exceed 5% per year.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners, or the County Administrator if Policy Permits, 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 HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102
Howell, Michigan 48843-7578

www.lchd.org

PERSONAL/PREVENTIVE HEALTH SERVICES

P: (517) 546-9850

F: (517) 546-6995

ENVIRONMENTAL HEALTH SERVICES

P: (517) 546-9858

F: (517) 546-9853

November 19, 2024

To: Livingston County Board of Commissioners

From: Matt Bolang

Re: Green Oak Township Water Sampling Contract

Livingston County Health Department's contract with Green Oak Township to collect water samples from drinking water wells near the Hidden Lake Wastewater Treatment Plant expired in 2023 (Resolution 2012-07-214). Green Oak Township has requested we continue to collect water samples from adjacent residential wells due to elevated levels of sodium and chloride discharging from the treatment plant.

I recommend that we renew our contractual relationship with Green Oak Township to collect these samples, as LCHD has provided similar services in the past with other townships and the State of Michigan. Please feel free to contact me should you have any questions.

SAMPLING SERVICE AGREEMENT BETWEEN LCHD AND THE GREEN OAK CHARTER TOWNSHIP

This is the Sampling Service Agreement ("Agreement") dated _____, 2024 (the "Effective Date"), between the **GREEN OAK CHARTER TOWNSHIP** ("Green Oak"), whose address is 10001 Silver Lake Road, Brighton, MI 48116, and the **COUNTY OF LIVINGSTON** ("County") on behalf of **LIVINGSTON COUNTY HEALTH DEPARTMENT** ("LCHD"), whose address is 2300 E. Grand River Ave. Suite 102, Howell, MI 48843.

This Agreement constitutes the entire Agreement between Green Oak and the County for the LCHD's services, and may be modified only by written agreement between Green Oak and the County.

A. Statement of Purpose

This Agreement is intended to establish responsibilities for both Green Oak and the LCHD in the conduct of completing work for monitoring drinking water in and around the Hidden Lake Waste Water Treatment Plant.

B. Budget and Agreement Requirements

The LCHD will be paid at an initial rate of \$105.00 per hour with an annual increase calculated based on staffing and indirect costs not to exceed 5% each year for residential well sampling as described in this Agreement.

C. LCHD Requirements

The LCHD shall perform the following services, including but not limited to:

1. Provide qualified staff for the completion of all the required activities.
2. Arrange access and collect samples to analyze for sodium, chloride, iron, manganese, total inorganic nitrogen and hardness in the water in the residential drinking water wells at the homes located at:

TAX ID No.	ADDRESS	CITY / STATE / ZIP
16-15-100-014	8517 La Point Drive	Brighton, MI. 48116
16-15-100-016	8475 La Point Drive	Brighton, MI. 48116
16-15-300-022	8559 La Point Drive	Brighton, MI. 48116
16-15-100-015	11166 McCabe Rd	Brighton, MI. 48116
16-15-300-021	8700 Silver Fox	Brighton, MI. 48116
16-15-300-025	8781 Silver Fox	Brighton, MI. 48116

3. Samples must be collected quarterly, approximately every 3 months, for 1 year and/or as otherwise determined by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), according to appropriate sampling protocol and/or directions by Highland Treatment Inc. or Brighton Analytical LLC Environmental Testing Laboratory or their successors as appointed by Green Oak. Sampling shall be performed in November, March, May, and August unless otherwise requested by Highland Treatment Inc.

Samples shall be collected from either a tap or a spigot, water that has not been treated for hardness. Sampling parameters including location addresses, frequency, and constituents may be adjusted as determined by EGLE, Green Oak, and Highland Treatment with agreement from LCHD. Pursuant to the terms of Section H, below, this Agreement will be deemed an annual contract, with automatic annual renewals until either party notifies the other party in writing at least thirty (30) days prior to the renewal date that the Agreement will not be renewed or that the Agreement is otherwise terminated by either party as authorized in Section G of this Agreement.

4. Complete any forms provided by Highland Treatment Inc. or Brighton Analytical LLC Environmental Testing Laboratory or their successors as appointed by Green Oak.
5. Transmit water samples and completed forms to Highland Treatment Inc., Brighton Analytical LLC Environmental Testing Laboratory, or their successors as appointed by Green Oak in accordance with their directions. All laboratory costs will be the responsibility of Green Oak. Use appropriate preservation and handling techniques for transmittal of samples. Any laboratory results will be initially provided only to Highland Treatment Inc. or its successor as appointed by Green Oak, and to the LCHD.
6. Notwithstanding the provisions in Section C.5, LCHD may keep the test results on file and disclose as necessary or required under applicable law or regulation. Green Oak understands that LCHD's procedure is, upon receipt of test results, to notify property owners of the results.
7. Transmit copies of documentation (for example letters to well owners or users) generated by the LCHD of sampling activities to Green Oak and Highland Treatment Inc. or its successor as appointed by Green Oak.

D. Green Oak Requirements

Green Oak or its contractors shall perform the following services, including but not limited to:

1. Provide the LCHD with the names and addresses of each owner of the residential drinking water wells to be monitored and the sample collection frequency for each address. See Section C.2. of this Agreement.
2. Provide assistance to the LCHD in drafting the letters described in Section C.6., if letters are to be drafted. Provide any further instruction to the LCHD on sample collection protocol when requested.
3. Notify the LCHD of any changes in the monitoring program. Documented notification of changes, such as additions and deletions of sites or sample locations within a site, and changes to sample collection frequency shall be made by mail, fax, or electronic mail.
4. Provide payment in accordance with the terms and conditions of this Agreement based on appropriate reports, records, and documentation maintained by the LCHD that are transmitted to Green Oak.

E. Liability

Green Oak and the County agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

Nothing in this Agreement should be construed as a waiver of any governmental immunity by either Green Oak, the County, LCHD or their elected and appointed officers and employees as provided by statute or court decisions.

This provision shall survive termination of this Agreement.

F. Insurance

Both the County and Green Oak shall maintain insurance that will protect them from claims that may arise from its actions under this Agreement or from the actions of others for whom they may be held liable.

G. Termination Either party may terminate this Agreement, at any time, with or without cause, by giving thirty (30) days prior written notice to the other party. Such termination shall not relieve either party of its respective rights and obligations which accrued prior to termination, or liabilities for any default which occurred prior to termination.

H. Term of Agreement

The term of this Agreement shall commence on the Effective Date stated above, and shall continue for one (1) year and thereafter renew automatically from year to year absent written notification by either party that this Agreement will not be renewed as set forth in Section C.3 or until terminated by either party as authorized in Section G, or the EGLE deems that sampling may be discontinued.

I. Applicable Law

Michigan law shall govern any and all claims associated or arising from this Agreement.

J. Compliance with the Law

The parties hereto and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Agreement in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

K. Status of Employees and Responsibilities of Their Employer

It is expressly understood and agreed that the employees, servants, agents and the subcontractor(s) of either of the parties to this Agreement shall not be deemed to be and shall not hold themselves out as the employees, servants, agents or subcontractor(s) of the other party. The employees, servants, agents and subcontractor(s) of each of the parties hereto shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, and longevity. Each of the parties hereto shall be responsible for withholding and payment of all income and social security taxes to the proper federal,

state, and local governments for its employees and for carrying workers' compensation insurance coverage for its employees, as required by law.

L. Nondiscrimination

The parties hereto, as required by law, shall not discriminate against a person to be served or 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, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

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

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

Breach of this section shall be regarded as a material breach of this Agreement.

M. 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.

N. Amendments

Modifications, amendments, or waivers of any provision of this Agreement may be made only with the written mutual consent of Green Oak and the County.

O. Complete Agreement

This Agreement contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either Green Oak or the County.

P. Invalid/Unenforceable Provisions

If any 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 provision shall be null and void and considered to be deleted from this Agreement. Where the deletion of the invalid or unenforceable

provision would result in the invalidity 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.

Q. Certification of Authority to Sign Agreement

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

IN WITNESS WHEREOF, both Green Oak Charter Township and Livingston County for LCHD have duly executed this Agreement in the spaces and on the dates set forth below.

**COUNTY OF LIVINGSTON FOR LIVINGSTON
COUNTY DEPARTMENT OF PUBLIC HEALTH**

GREEN OAK CHARTER TOWNSHIP

BY: _____
JAY DRICK, CHAIRMAN
COUNTY BOARD OF COMMISSIONERS

Dated: _____

BY: _____
MARK ST. CHARLES
SUPERVISOR

Dated: _____

BY: _____
MICHAEL SEDLAK
CLERK

Dated: _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: ROBERT D. TOWNSEND – 11/6/2024

N:\Client\Livingston\Health\Agreements\Green Oak\Health - 24-11-XXX - Green Oak - Sampling Services Agreement (RDT).docx
Liv/Health #12-002

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48933
(517) 372-9000

SHAREHOLDERS
PETER A. COHL
DAVID G. STOKER
BONNIE G. TOSKEY
ROBERT D. TOWNSEND
TIMOTHY M. PERRONE
MATTIS D. NORDEFJORD
GORDON J. LOVE
SARAH K. OSBURN

ASSOCIATES
CHRISTIAN K. MULLETT
DONALD J. KULHANEK
MELISSA A. HAGEN

OF COUNSEL
RICHARD D. McNULTY

November 6, 2024

Carol Jonckheere
Executive Assistant/Contract Administrator
Livingston County Administration
304 E. Grand River Avenue, Ste. 202
Howell, MI 48843

Sent Via Email

Re: Sampling Service Agreement between LCHD and Green Oak Charter Township

Dear Ms. Jonckheere:

Attached is an Agreement to be entered into between the County on behalf of the Livingston County Health Department (LCHD) and Green Oak Charter Township (Green Oak). Under this Agreement the LCHD shall provide staff for collecting water samples for analysis from five separate residential drinking water wells located at homes in and around Hidden Lake Waste Water Treatment Plant. The LCHD shall be paid at a rate of \$105.00 per hour with an annual increase calculated based on staffing and indirect costs not to exceed 5% each year for residential well sampling. The term of the Agreement commences on the date in which the Agreement is fully signed by the authorized representatives of both the County and Green Oak and continues for one year after the effective date and thereafter automatically renews from year to year until either terminated by either of the parties, or the Michigan Department of Environment, Great Lakes, and Energy deems sampling may be discontinued.

The attached Agreement is the same as the Agreement sent to our office on November 1, 2024, with the exception of some changes I am recommending. These changes are shown in the attached compare document. As you will note, among the changes made, is to who should be signing the Agreement on behalf of the County. In that the attached is an intergovernmental Agreement between the County and Green Oak, I believe the Agreement should be approved by the Board of Commissioners and signed by the Board's Chair.

It is my understanding that authorization for the attached Agreement will be considered at an upcoming Board meeting.

If the attached Agreement is satisfactory and has received the necessary authorization, you may after printing off copies, proceed to obtain the signatures necessary for their execution. While obtaining the necessary signatures, ensure that the parties signing insert the date in the spaces provided in the introductory paragraph and on the signature pages. Please e-mail a fully signed copy of the Agreement to my assistant Nicole Moles at nmoles@cstmlaw.com for insertion into our electronic file.

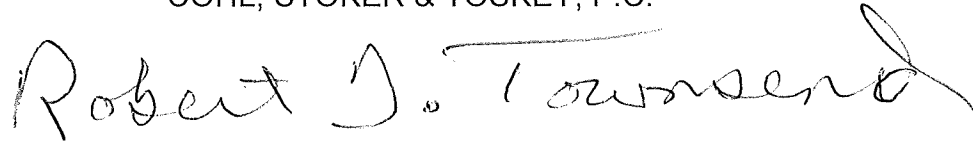
November 6, 2024

Page 2

If you have any questions regarding the attached Agreement do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.

A handwritten signature in black ink that reads "Robert D. Townsend". The signature is written in a cursive style with a large, sweeping "R" and a long, horizontal flourish extending from the end of the name.

Robert D. Townsend

RDT/nam

Enclosure

cc: w/o enc. Matt Bolang, Health Officer

N:\Client\Livingston\Health\Correspondence\Jonckheere\Ltr re 2024 Green Oak Twp Sampling Agr.docx

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the 2025 State Grant Agreement, Grant Administrator, County Representative and Surveyor Contracts for the Remonumentation and State Plane Coordinate Determination of the Public Land Survey Corners in Livingston County – Register of Deeds

WHEREAS, under Public Act 345 of 1990 and the approved Livingston County Survey Plan, the need has been determined for the Monumentation or Remonumentation of all the public land survey corners in Livingston County; and

WHEREAS, funding for the Monumentation or Remonumentation of all the public land survey corners in Livingston County has been provided by Public Act 346 of 1990 through a Grant Agreement with the State of Michigan in the amount of \$59,238; and

WHEREAS, the State Survey and Remonumentation Commission requires that a Grant Administrator is appointed. The recommendation is to appoint Brandon Denby as Grant Administrator. The program budget includes an annual payment of \$7,500 and funds for associated fringes; and

WHEREAS, the State Survey and Remonumentation Commission requires that a County Representative is appointed. The recommendation is to appoint Jack Smith for these services; and

WHEREAS, surveyor services are needed to carry out the activities of remonumentaion and coordinate determination of corners. The grant budget includes \$54,000 to be shared among several surveyors; and

WHEREAS, the Livingston County Survey Plan established a Remonumentation Peer Group that shall not exceed 11 members. The Peer Group convenes during the period of February through October as necessary. A per diem in the amount of \$50 per meeting is being requested. The list below indicates the individuals that are being recommended to fulfill the duties of the Remonumentation Peer Group; and

Bill Strebbling, Marc Budzinski, Dennis Long
Chris Fergus, Brad Thompson, Travis Pratt
Jack Smith, County Representative

WHEREAS, the cost of the 2025 monumentation or Remonumentation activities exceeds the State grant amount of \$59,238 and the use of fund balance in an amount not to exceed \$27,370 is needed to complete these activities, for a total program cost of \$86,608.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorizes entering into a Grant Agreement with the State of Michigan in the amount of \$59,238 covering the period of January 1, 2025 to December 31, 2025.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the use of Fund 245 Survey and Remonumentation fund balance in an amount not to exceed \$27,370, for a total program cost not to exceed \$86,608.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints Brandon Denby as Grant Administrator and authorizes an annual payment amount of \$7,500, and funds for associated fringes.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints Jack Smith as County Representative for the Livingston County Survey and Remonumentation Plan and authorizes a contract commencing January 1, 2025 and terminating December 31, 2025 in the amount of \$16,000.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes entering into four (4) surveyor contracts with Desine Inc., Monument Engineering, Livingston Engineering, and Boss Engineering commencing January 1, 2025 and terminating December 31, 2025 in an amount not to exceed \$54,000 shared among the four (4) contracts.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints the above mentioned individuals to the Remonumentation Peer Group.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners and the Grant Administrator are hereby authorized to sign all forms, assurances, supporting documents, and contracts/agreements related to the grant application, and subsequent award or future amendments upon review and approval of Civil Counsel.

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

#

#

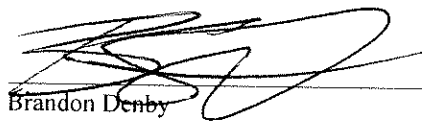
#

MOVED:
SECONDED:
CARRIED:

SURVEY & REMONUMENTATION APPLICATION / PROGRESS / COMPLETION REPORT			
Michigan Department of Licensing & Regulatory Affairs Bureau of Construction Codes Office of Land Survey & Remonumentation PO Box 30254, Lansing, MI 48909 1 st Floor Ottawa Building 611 West Ottawa Street, Lansing, MI 48933 Phone 517-241-6321 E-Mail: bccolsr@michigan.gov www.Michigan.gov/bcc		Grantee/County: Livingston --Section below for OLSR staff use only-- Grant #: BCC 25-47 VCUST#: CV0048182 Address Code: 003 GG #: Template: 6415137T002	
Grant Year: 2025			
\$59,238.00	State Grant Award		
Grant Application Payment Request		Grant Application Proposed Corners	
\$23,695.20	Start-Up Payment (40% of Grant Award)	8	Corners anticipated to be paid with funds
\$35,542.80	Balance after Start-Up Payment	Corners Completed	
Progress Report Payment Request		Corners completed & paid with grant funds	
	Amount Requested (up to 85% of Grant)	Corners completed & paid by others	
	Grant Balance after Progress Report	Corners revisited & paid with grant funds	
Completion Report Payment Request		Corners revisited & paid by others	
	Amount Requested (up to 100% of Grant)	Common corners entered into Accela twice	
	Grant Balance after Completion Report	Number of records entered into Accela	
		Corners revisited without record	

I certify to the best of my knowledge and belief that this report is correct and complete, and all expenditures are for the purposes set forth in and comply with the annual grant agreement.

Is this county on an approved Maintenance Plan during this contract? Yes


Brandon Denby
County Grant Administrator

11.18.2024
Date

--Section below for OLSR staff use only--	
Payment Authorized: \$ _____	Records completed by County in current Grant Year: _____
Grant Balance: \$ _____	Records remaining to be completed in County Plan: _____
Nicholas J. Clever, P.S. Director, Office of Land Survey & Remonumentation	Date _____

**Remonumentation Program
County Expenditure Detail**

Work Program Expenditures by Line Item	Budget (Grant Application)	Progress Report Expenditures	Completion Report Expenditures
Item A Remonumentation Services	30,000		
Item B Monument Maintenance Services	17,391		
Item C Remonumentation Supplies & Materials			
Item D Geodetic Control Maintenance & Operations	11,847		
Item E Grant Administrator Fees/Wages			
Item F County Representative Fees/Wages			
Item G Additional Administrative Staff Fees/Wages			
Item H Peer Group			
Item I Administrative Supplies & Indirect Costs			
Totals	59,238		

Administrator	
Name: Brandon Denby	Phone: 517-540-8823
Email Address: bdenby@livgov.com	
Physical Address: 200 E. Grand River Ave., Ste. 3	
City, State, Zip: Howell, MI 48843	
Representative	
Name: Jack Smith, P.S.	Phone: 517-546-3340
Email Address: garlocksmith@comcast.net	
Physical Address: 4655 Oak Grove Rd.	
City, State, Zip: Howell, MI 48855	
Address for Payments	
Name: Livingston County Treasurer	Phone: 517-546-7010
Physical Address: 200 E. Grand River Ave.	
City, State, Zip: Howell, MI 48843	

The following section is divided into columns corresponding to the stages of the yearly Remonumentation Grant program, from left to right. Fill out the sections within the column of the current stage, while leaving the information from the previous stages in place. If the county does not submit a Progress Report, leave that column blank.

Budget (Grant Application) column refers to the estimated costs set forth by the County in the Grant Application.

Progress Report column will include any expenditures by the County up to that point. Expenditures must exceed the amount received by the county in the 40% Start-up Payment. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

Completion Report column will include all reimbursable expenditures by the County during the Grant Year. Any amount in this column must have receipts or invoices listing completed corners attached for reimbursement.

County must provide copies of all invoices, receipts, payment vouchers, etc. for any expenditures being submitted for reimbursement under the Remon Grant program. Invoices must be itemized (where applicable) and should not include costs outside of the Remonumentation program. A county requesting payment for a Cost Allocation Program or similar policy must have a complete copy of the Cost Allocation Plan on file with OLSR before payment is made.

County must provide a detailed, itemized budget report for all expenditures under the Remon program. Any payment amount that does not appear on the budget report cannot be considered for reimbursement under the Remon Grant program.

2025 Survey & Remonumentation

	Program	Funding	
		Grant	County
Surveyors	\$ 54,000	\$ 54,000	\$ -
Grant Administrator	\$ 9,781	\$ -	\$ 9,781
County Representative	\$ 16,000	\$ 5,238	\$ 10,762
Meeting Per Diem	\$ 350	\$ -	\$ 350
Supplies	\$ 1,279	\$ -	\$ 1,279
Cost Allocation	\$ 5,198	\$ -	\$ 5,198
Total Program Cost	\$ 86,608	\$ 59,238	\$ 27,370
			\$ 86,608

Fund Balance

2023 Financial Statement	\$ 108,551
2024 Actual Revenue	\$ 63,173
2024 Estimated Expenses	\$ 86,608
2024 End of Year	\$ 85,116
2025 Estimated Revenue	\$ 59,238
2025 Estimated Expenses	\$ 86,608
2025 End of Year	\$ 57,746

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with ESO/Logis to Provide EMS Billing Software – Emergency Medical Services

WHEREAS, Livingston County EMS has had needed for updated Billing software for several years. The current software has many operational challenges and inefficiencies

WHEREAS, The EMS Department staff have spent years evaluating available options prior to developing an RFP to meet the unique needs of Livingston County; and

WHEREAS, The RFP was developed and Livingston County procurement process followed with the assistance of CoPro; and

WHEREAS, The recommendation of the review committee was to proceed with the ESO/Logis product, after further review we have chosen the hosted option for the software; and

WHEREAS, This software will boost biller productivity, improve biller accuracy, and allow for accurate detailed financial reporting, and

WHEREAS, The funding source recommendation for this purchase is the EMS Operating budget.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with ESO/Logis for the purchase ESO hosted Billing \$60,640 annually.

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

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners, or the County Administrator if Policy Permits, 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:**

Attachment B – Pricing Proposal

Our secure software solution will provide Livingston County with integrated features that streamline your billing processes, enhance data accuracy, and improve overall efficiency – all at a sustainable cost. Our completed Pricing Proposal is included in the following pages.

Billing

Completed Attachment B Form

Please see the following pages for our completed pricing proposal using the RFP's ATTACHMENT B forms.

Note: We have modeled our pricing based on up to 30,000 claims and provided both on-prem and cloud/hosted solution options for your consideration.



**EMS Billing Software Pricing Proposal
ATTACHMENT B**

Please complete either Option 1 or Option 2.

VENDOR NAME: **ESO Solutions, Inc. (ESO)**

OPTION 1 – ON-PREMISE

Please complete this pricing sheet and return with your submittal. Include pricing for other available options that are not specifically itemized in the area provided.

VENDOR NAME: **ESO Solutions, Inc. (ESO)**

Description	Price (based on up to 30,000 claims)
Cost of application (On-Premise)	\$ N/A
# of licenses needed (for bid purposes)	15 (ESO offers unlimited licenses)
Training costs if not included in base price	\$ 4,975 (five days, remote)
Annual Maintenance/Support for 1 st year	\$ 184,604
Total Cost for Software	\$ 189,579
Options	
Costs for On-Premise solution	\$ Included
Recurring costs for annual support/maintenance	\$ 184,604
Hardware solution and cost	\$ N/A
<i>List other available options here</i>	
Clearinghouse integration*	Included
Solutions Group integration*	Included
Professional services hourly rates	\$ 250 / hour
Assist with database setup/installation:	\$ Included

*ESO includes the integration only; direct costs from Clearinghouse and/or Solutions Group are borne by Livingston County.

Data conversion from existing database (if applicable)	\$ Included (reference data only)
Costs for customized reports/letters if not included	\$
Costs for customized exports if not included	\$
Volume discounts on licensing (provide details)	\$

**EMS Billing Software Pricing Proposal
ATTACHMENT B**

Please complete either Option 1 or Option 2.

VENDOR NAME: ESO Solutions, Inc. (ESO)

OPTION 2 – HOSTED SOLUTION

Please complete this pricing sheet and return with your submittal. Include pricing for other available options that are not specifically itemized in the area provided.

VENDOR NAME: ESO Solutions, Inc. (ESO)

Description	Price (based on up to 30,000 claims)
Cost of application (Hosted Solution)	\$ N/A
# of licenses needed (for bid purposes)	15 (ESO offers unlimited licenses)
Training costs if not included in base price	\$ 4,975 (five days, remote)
Annual Maintenance/Support for 1 st year	\$ 60,665
Total Cost for Software	\$ 65,640
Options	
Costs for Hosted Solution	\$ Included
Recurring costs for annual support/maintenance	\$ 60,665
List other available options here	
Clearinghouse integration*	Included
Solutions Group integration*	Included
Professional services hourly rates	\$ 250 / hour
Assist with database setup/installation:	\$ Included
Data conversion from existing database (if applicable)	\$ Included (reference data only)

*ESO includes the integration only; direct costs from Clearinghouse and/or Solutions Group are borne by Livingston County.

Costs for customized reports/letters if not included	\$
Costs for customized exports if not included	\$
Volume discounts on licensing (provide details)	\$



**Bid Synopsis
For
EMS Billing Software**

RFP Issued & Publicly Posted: 07/22/2024	Public Postings:
Solicitation #: RFP-LC-24-08	Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
Number of Timely Responses Received: 2	RFP Due Date: 08/19/2024

The Evaluation Committee has completed evaluation of the bids received for the Request for Proposals (RFP) referenced above. The purpose of this RFP was to obtain bids for billing software for Emergency Medical Services (EMS). Below is a recap of the RFP process and evaluation.

The RFP documents were publicly posted on two websites. In addition, the bid was directed to seven known vendors. Two responses were received as follows:

- ESO Solutions, Inc.
- ZOLL Data Systems, Inc.

ESO recently acquired Logis Solutions, which allows them to streamline and automate the entire billing process. The ESO response provided a visual depiction of how they can accommodate each of the county's requirements. Their approach to system availability, backup, and data protection are impressive. Their patient portal is in development. ESO has been in business for over 20 years and has more than 17,000 customers, and Logis has been developing software for 24 years. Pricing for the ESO solution is substantially lower than the other bidder. As part of their response, ESO quoted an annual increase amount of 8.75%. It was explained that this was put in place in the previous year to address inflationary pressures that had been experienced over the previous 24 months. The county subsequently negotiated this annual escalator down to 3.0%.

Many of the ZOLL Data Systems responses addressed a portion of the requirement, but not the full requirement. Their implementation period was comparable to the other bidder. They offer a patient portal for payments by credit card and/or ACH. The response did not provide any explanation as to the security of the system, and the RFP technical requirements were not addressed. The response did not provide information regarding the length of time their billing software has been in existence, or the age of their billing solution. The ZOLL pricing is nearly double the annual cost compared to the other bidder.

Based on the above, the evaluation committee decided to request a virtual demo from ESO. During the demo, ESO provided a live demonstration of their offered solution and entertained questions from the evaluation team. At the conclusion of this process, the evaluation team unanimously agreed to recommend ESO for contract award.

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 11-18-2024
Re: EMS Billing Software Replacement

The EMS department is in need of a new EMS Billing software. The current software system has not been able to meet our needs since my arrival in 2020. It has lacked the ability to balance our accounts annually and every year the Treasure and I struggle with reports to satisfy the audit.

The current product has undergone several ownership changes and in the process the support has suffered greatly. Our Revenue Cycle Accounts Billing Manager is still fighting with them over system issues dating back to May that continue to be unresolved. These issues disrupt cash flow as well as cost us because the fix is generally a large amount of manual data work to correct the system errors. During the ownership changes we were double billed for services and our IT department along with legal spent over a year resolving invoicing issues.

This new software will increase Biller productivity dramatically as many of the processes are automated or enhanced. It also has many built in safeguards to ensure the quality of the billings before they are sent reducing our error rate and decreasing our chance of a negative audit finding. But most importantly it will give us the ability to balance our accounts annually to meet the needs of the Treasure and the county audit.

Accounts are not easily transferred from one billing system to another so the EMS department will run two billing systems for FY 2025 with all new calls going into the new system and old calls being billed out of the old. I hope that by the end of 2025 we can discontinue the billing contract with the current vendor and will have successfully transitioned to the new system.

We have some anticipated retirement in our billing office (2026) and this software will put us in a position to not replace that FTE going forward with its increased productivity and efficiencies. That alone will offset the increased cost of the software going forward.

The big question is always how we will pay for it. Honestly, I had planned to request to spend it from fund balance but recently discovered that we had a data entry error in the current budget, and I will have the funds in the currently proposed budget to make this purchase without touching fund balance or Capital Reserve funds.

The \$4,975 for Training to get us up and running will also be absorbed in the proposed EMS Operating budget.

The timing of this purchase is good in that we have 1 year remaining on our current contract for Billing Software and we can simply not renew it at the conclusion of 2025. The timing is not so good in the fact that you will see we are also proposing a long overdue change in the EMS CAD software as well. The setup and implementation of these products is no small undertaking but with the support of my management team I am confident we will accomplish it quickly and smoothly. Once approved we will begin the Billing Software implementation process immediately and I have been told that we could go live in as little as 8 – 12 weeks. This works perfectly for us as we do not bill any current year claims until March and January and February receivables are always booked back to the previous year.

As always, I welcome any questions or comments.

David Feldpausch
dfeldpausch@livgov.com
517/294-1853

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Approve the Emergency Medical Services (EMS) Capital Reserve and Working Capital Policy – Emergency Medical Services

- WHEREAS,** The EMS department is a special revenue fund of the county; and
- WHEREAS,** The EMS department has determined a need to develop a formal policy to help plan for and manage its funds to maintain sufficient reserves for its operations and capital needs; and
- WHEREAS,** The EMS Director, working in cooperation with the County Administrator and the County CFO, have developed the attached Capital Reserve and Working Capital Policy; and
- WHEREAS,** This policy will guide the EMS department and County Administration in budgeting and maintaining sufficient reserves with safeguards to ensure the financial stability of the EMS department.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the EMS Department Capital Reserve and Working Capital Policy as presented.

#

MOVED:
SECONDED:
CARRIED:

David Feldpausch
Director



Amy Chapman
Deputy Director

1911 Tooley Rd * Howell, MI 48855
Business (517) 546-6220 * Fax (517) 546-6788 * Emergency 911
www.livgov.com

Memorandum

To: Livingston County Board of Commissioners
Fr: David Feldpausch, EMS Director
Date: 10-23-2024
Re: EMS Capital Reserve and Working Capital Policy policy

The EMS department has lacked formal guidance on the management of fiscal reserves (now that we have some). The attached policy was drafted with the guidance and recommendations for the County Administrator and the county CFO.

This policy is even more conservative than the recommendation that PFM provided in the review they performed back in 2020. As I look to the future, I want to ensure the long-term success of the EMS department and defining recommended limits for fiscal reserves is key to that success.

This also gives us more direction on funding capital replacement that we have not been great with historically. The proposed policy provides guidance on fiscal management that if followed should ensure our financial stability well into the future with a goal of 180 days in cash and a minimum of 120 days in cash.

As always, I welcome any questions or comments.

David Feldpausch
dfeldpausch@livgov.com
517/294-1853

RESOLUTION
Working Capital Policy.docx

NO: Capital Reserve and

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Approve the Emergency Medical Services (EMS) Capital Reserve and Working Capital Policy – Emergency Medical Services

WHEREAS, The EMS department is a special revenue fund of the county; and

WHEREAS, The EMS department has determined a need to develop a formal policy to help plan for and manage its funds to maintain sufficient reserves for its operations and capital needs; and

WHEREAS, The EMS Director, working in cooperation with the County Administrator and the County CFO, have developed the attached Capital Reserve and Working Capital Policy; and

WHEREAS, This policy will guide the EMS department and County Administration in budgeting and maintaining sufficient reserves with safeguards to ensure the financial stability of the EMS department.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the EMS Department Capital Reserve and Working Capital Policy as presented.

#

#

#

MOVED:
SECONDED:
CARRIED: