

## Livingston County Board of Commissioners Meeting Agenda

August 25, 2025, 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

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

**Pages** 

- 1. Call Meeting to Order
- 2. Moment of Prayer
- 3. Pledge of Allegiance to the Flag
- 4. Roll Call

Jay Drick - Chairman, Nick Fiani - Vice Chairman, Douglas Helzerman, Dave Domas, Frank Sample, Wes Nakagiri, Roger Deaton, Melvin Paunovich, Jay Gross

- 5. Approval of Agenda
- 6. Employee Recognitions
  - a. Deputy Shawn CallahanLivingston County Sheriff Office
  - b. Kelly JohnsonVeteran Services Department
- 7. Correspondence
- 8. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

- 9. Approval of Minutes
  - a. Meeting Minutes dated: July 28, 2025

b. Meeting Minutes dated: August 11, 2025

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- 10. Tabled Items From Previous Meetings
- 11. Reports

## a. South East MI Works! Annual Report

## 12. Resolutions for Consideration

| a. | 2025-08-113  | Christy Peterson  | 16 |  |  |
|----|--|---|----|--|--|
|    | Resolution Authorizing the Change of Fee Scheduling in the Animal Shelter 2025 – Animal Shelter Department   |   |    |  |  |
| b. | 2025-08-114 (Roll Call Vote) Resolution for the 2025 Veterans Millage – E  | Brendan Scheitz qualization                             | 17 |  |  |
| C. | 2025-08-115 (Roll Call Vote)  Resolution Authorizing Opioid Settlement funds to LCSO – Jail Division for the Inmate Medication Assisted Treatment (MAT) Program – Sheriff Jail                       |   |    |  |  |
| d. | 2025-08-116 Debby Shaw 2 Resolution Authorizing the Fiscal Year 2026 Memorandum of Understanding and Cash Matching funding for Behavioral Health Managed Care Services - Wraparound - Juvenile Court |   |    |  |  |
| e. | 2025-08-117 (Roll Call Vote)  Resolution Authorizing the Register of Deeds Historic Records Digital Imaging Project from Microfilm to Digital Images – Register of Deeds                             |   |    |  |  |
| f. | 2025-08-118 (Roll Call Vote)  Resolution Authorizing an Additional Contribution to MERS for the Veterans Non-Union Division Fiscal Year 2025 – Veteran Services                                      |   |    |  |  |
| g. | 2025-08-119 (Roll Call Vote)  Resolution to Authorize Entering an Agreement with SEMCOG in Supporting Livingston County Materials Management Plan (MMP)-DPW/Solid Waste and Planning Department      |   |    |  |  |
| h. | 2025-08-120 Robert Spaulding Resolution Approving the 2025-2030 Livingston County Materials Management Plan Work Program- DPW/Solid Waste and Planning Department                                    |   |    |  |  |
| i. | 2025-08-121  Resolution Proclaiming September 17 throug Week in Livingston County  | Board of<br>Commissioners<br>h 23, 2025 as Constitution | 76 |  |  |

## 13. Accounts Payable Reports

- a. Claims dated: August 25, 2025
- b. Payables dated: August 1 through August 14, 2025

## 14. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

- 15. Commissioner Comments
- 16. Adjournment

## **Livingston County Board of Commissioners Meeting Minutes**



July 28, 2025, 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/i/3997000062

Members Present: Jay Drick, Douglas Helzerman, David Domas, Frank Sample, Wes Nakagiri,

Roger Deaton, Nick Fiani, Melvin Paunovich, Jay Gross

## 1. Call Meeting to Order

The meeting was called to order by the Chairman, Jay Drick, at 6:00 p.m.

## 2. Moment of Prayer

## 3. Pledge of Allegiance to the Flag

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

## 4. Roll Call

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

## 5. Approval of Agenda

Motion to approve the Agenda as presented.

It was moved by R. Deaton Seconded by D. Domas

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross

Motion Carried (9-0-0)

## 6. Correspondence

## 6.a Washtenaw County

Resolution 25-123 Opposing the Michigan Department of Health and Human Services' Plan to Implement a Competitive Procurement Process for Prepaid Inpatient Health Plans

## 6.b Ontonagon County

Resolution 2025-04 Urging Action to Oppose Proposed Cuts to Medicaid by the Federal Government

## 6.c Houghton County

Resolution 25-08 Urging Action to Oppose Proposed Cuts to Medicaid by the Federal Government

Motion to receive and place on file the Correspondence.

It was moved by F. Sample Seconded by R. Deaton

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

**Motion Carried (9-0-0)** 

## 7. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

The following persons addressed the Board: Doug Helzerman, Handy Township; Steve Williams, Marion Township and Cindy Alesso, Marion Township.

## 8. Approval of Minutes

8.a Meeting Minutes dated: June 23, 2025

8.b Meeting Minutes dated: July 14, 2025

## 8.c Work Session Minutes dated: July 15, 2025

Motion to approve the Minutes as presented.

It was moved by W. Nakagiri Seconded by R. Deaton

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 9. Tabled Items From Previous Meetings

None.

## 10. Reports

## 10.a Health Advisory Committee Annual Report

Dr. Holly Austin presented the Annual Report to the Board.

Commissioner Gross, Commissioner Deaton, Commissioner Nakagiri, Commissioner Domas and Commissioner Helzerman provided reports to the Board.

## 11. Resolutions for Consideration

## 11.a 2025-07-088

Resolution Approving an Appointment to the Livingston County Sanitary Code Board of Appeals – Board of Commissioners

Motion to adopt the Resolution.

It was moved by J. Gross Seconded by D. Helzerman

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

## 11.b 2025-07-089

Resolution Requesting Approval of the Bylaws of the Recently Created Materials Management Planning Committee – DPW / Solid Waste

Motion to adopt the Resolution.

It was moved by D. Domas Seconded by R. Deaton

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.c 2025-07-090

Resolution Regarding Brighton No. 4 Drain Bonds, Series 2025 – Drain Commissioner Motion to adopt the Resolution.

It was moved by F. Sample Seconded by D. Helzerman

Discussion.

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

Motion Carried (8-1-0)

## 11.d 2025-07-091

Resolution Authorizing the Purchase of East Complex Rooftop HVAC Equipment from Fund 403 Capital Replacement– Facility Services

Motion to adopt the Resolution.

It was moved by D. Domas Seconded by R. Deaton

Roll Call Vote: Yes (9): D. Domas, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.e 2025-07-092

Resolution Authorizing the Purchase of Jail rooftop HVAC Equipment from Fund 403 Capital Replacement – Facility Services

Motion to adopt the Resolution.

It was moved by D. Helzerman Seconded by R. Deaton

Roll Call Vote: Yes (9): D. Helzerman, J. Drick, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

## 11.f 2025-07-093

Resolution Authorizing an Agreement with Hope and Healing Counseling Services, LLC, to Provide Truancy Diversion Services – Juvenile Court

Motion to adopt the Resolution.

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

Roll Call Vote: Yes (9): W. Nakagiri, J. Drick, D. Helzerman, D. Domas, F. Sample, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.g 2025-07-094

Resolution Re-Allocating Funding of the Juvenile Register Position – Juvenile Court

Motion to adopt the Resolution.

It was moved by F. Sample Seconded by W. Nakagiri

Roll Call Vote: Yes (9): F. Sample, J. Drick, D. Helzerman, D. Domas, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.h 2025-07-095

Resolution Authorizing Submission of the FY 2026 Child Care Fund Budget to the State of Michigan –Juvenile Court

Motion to adopt the Resolution.

It was moved by J. Gross Seconded by W. Nakagiri

Roll Call Vote: Yes (9): J. Gross, J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, and M. Paunovich; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.i 2025-07-096

Resolution Authorizing Contracts to Provide Substance Use/Mental Health Treatment Service- Specialty Courts and Programs – Court Central Services

Motion to adopt the Resolution.

It was moved by D. Helzerman Seconded by F. Sample

Roll Call Vote: Yes (9): D. Helzerman, J. Drick, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

## 11.j 2025-07-097

Resolution Authorizing an Agreement with D'n'A-Drug and Alcohol Testing Centers to Provide Drug and Alcohol Testing Services - Court Central Services & Trial Courts

Motion to adopt the Resolution.

It was moved by J. Gross Seconded by R. Deaton

Roll Call Vote: Yes (9): J. Gross, J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, and M. Paunovich; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.k 2025-07-098

Resolution to Authorize a Second Quarter Budget Amendment to the Fiscal Year 2025 Budget - Fiscal Services

Motion to adopt the Resolution.

It was moved by J. Gross Seconded by D. Helzerman

Roll Call Vote: Yes (9): J. Gross, J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, and M. Paunovich; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.I 2025-07-099

Resolution to Accept the 2026-2031 Livingston County Capital Improvement Plan as Adopted by the Livingston County Planning Commission – Planning Department

Motion to adopt the Resolution.

It was moved by F. Sample Seconded by R. Deaton

Discussion.

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

Motion Carried (8-1-0)

### 11.m 2025-07-100

Resolution to Approve Everbridge Public Alerting System for Livingston County 2025 - 2030 – Emergency Management

Motion to adopt the Resolution.

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

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

## 11.n 2025-07-101

Resolution Authorizing Entering into a Participating Addendum Through the REMC Cooperative Purchasing Program and the Authorization of the Purchase of the Budgeted 2025 Stock Computer Hardware Order to SEHI Computer Products – Information Technology

Motion to adopt the Resolution.

It was moved by N. Fiani Seconded by F. Sample

Roll Call Vote: Yes (9): N. Fiani, J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.o 2025-07-102

Resolution to Increase and Amend Fees Charged for Services – Health Department

Motion to adopt the Resolution.

It was moved by D. Domas Seconded by R. Deaton

Discussion.

Motion to postpone the Resolution to the budget process.

It was moved by J. Drick Seconded by W. Nakagiri

Discussion.

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

Motion Carried (8-1-0)

## 11.p 2025-07-103

Resolution to Reduce and Reorganize Workforce - Health Department

Motion to adopt the Resolution.

It was moved by D. Helzerman Seconded by D. Domas

Discussion.

Roll Call Vote: Yes (9): D. Helzerman, J. Drick, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.q 2025-07-104

Resolution Authorizing an Intergovernmental Agreement for Transportation Services between Livingston County and Hamburg Township - LETS

Motion to adopt the Resolution.

It was moved by J. Gross Seconded by R. Deaton

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.r 2025-07-105

Resolution Authorizing an Intergovernmental Agreement for Transportation Services between Livingston County and the Townships of Putnam and Unadilla - LETS

Motion to adopt the Resolution.

It was moved by J. Gross Seconded by F. Sample

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

**Motion Carried (9-0-0)** 

## 11.s 2025-07-106

Resolution to Accept Funding from Trinity Health's Investing in Our Communities Grant Program to Support a Community Connections Bus Route - LETS

Motion to adopt the Resolution.

It was moved by D. Domas Seconded by D. Helzerman

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.t 2025-07-107

Resolution Authorizing Capital Expenditure for the Purchase of One Replacement Van - LETS

Motion to adopt the Resolution.

It was moved by D. Helzerman Seconded by R. Deaton

Roll Call Vote: Yes (9): D. Helzerman, J. Drick, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.u 2025-07-108

Resolution Authorizing FY 2026 Vehicle Leases through the County's Partnership with Enterprise Fleet Management – Car Pool

Motion to adopt the Resolution.

It was moved by J. Gross Seconded by R. Deaton Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.v 2025-07-109

Resolution Authorizing the Reallocation of APRA funds to the ARPA Fiber Project

Motion to adopt the Resolution.

It was moved by W. Nakagiri Seconded by F. Sample

Discussion.

Roll Call Vote: Yes (9): W. Nakagiri, J. Drick, D. Helzerman, D. Domas, F. Sample, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.w 2025-07-110

Resolution to Implement Michigan's Nonopioid Directive to Enhance Emergency Medical Services – Board of Commissioners

Motion to adopt the Resolution.

It was moved by D. Domas Seconded by R. Deaton

Roll Call Vote: Yes (9): D. Domas, J. Drick, D. Helzerman, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.x 2025-07-111

Resolution Authorizing Agreements for Opioid Settlement Funding

Motion to adopt the Resolution.

It was moved by W. Nakagiri Seconded by R. Deaton

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 11.y 2025-07-112

Resolution Authorizing a Project Cost Increase for Historic Courthouse and Administration Concrete Construction – Facility Services

Motion to adopt the Resolution.

It was moved by F. Sample Seconded by R. Deaton

Discussion.

Motion to amend the Resolution:

- the 6<sup>th</sup> WHEREAS: will read: the bonding cost of \$6,002 will be added to the total project construction cost, for a total construction cost of \$193,150 including the \$15,000 contingency; and"
   Strike the language: "or will be deducted from the previously approved \$15,000 contingency, leaving a total project construction cost of \$187,148 including a
- the 8<sup>th</sup> WHEREAS: will read: "the complete project cost for concrete construction at the Historic Courthouse and Administration buildings is to be \$202,516. This cost includes the total project construction cost, contingency, payment and performance bonds, and architectural services."
   Strike the language: "or \$196,514".
- THEREFORE,BE IT RESOLVED: will read "that the Livingston County Board of Commissioners hereby authorizes a total project construction cost of \$193,150 to be paid to John Stewart Associates LLC with an additional \$9,366 to be paid to Lindhout Associates for architectural services with an overall complete project cost of \$202,516, which includes total project construction costs, contingency, payment and performance bonds, and architectural services, all to be paid from Capital Fund F403."

Strike the language: "or \$187,148" and "or \$196,514".

It was moved by F. Sample Seconded by R. Deaton

contingency of \$8,998; and".

Discussion.

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion to adopt the amended Resolution.

It was moved by F. Sample Seconded by R. Deaton

Roll Call Vote: Yes (9): F. Sample, J. Drick, D. Helzerman, D. Domas, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 12. Accounts Payable Reports

12.a Claims dated: July 28, 2025

12.b Payables dated: July 8 through July 29, 2025

Motion to approve the Claims Report and Payables Report as presented.

It was moved by: J. Gross Seconded by: D. Domas

Discussion.

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 13. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

The following persons addressed the Board: Steve Williams, Marion Township, John Conely and Lori Cowan.

#### 14. **Commissioner Comments**

Commissioner Wes Nakagiri and Commissioner Domas commented.

#### 15. Adjournment

Motion to adjourn the meeting at 8:29 p.m.

It was moved by D. Helzerman Seconded by R. Deaton

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

Elizabeth Hundley, County Clerk

## **Livingston County Board of Commissioners**

## **Meeting Minutes**



August 11, 2025

6:30 p.m. or immediately following the Finance & Asset Management Committee meeting, if later.

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

mps.//usozweb.zoom.us/j/5557000002

Members Present: Jay Drick, Douglas Helzerman, David Domas, Frank Sample, Wes

Nakagiri, Roger Deaton, Nick Fiani, Melvin Paunovich, Jay Gross

## 1. Call Meeting to Order

The meeting was called to order by the Chairman, Jay Drick, at 8:14 p.m.

## 2. Moment of Prayer

## 3. Roll Call

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

## 4. Approval of Agenda

Motion to approve the Agenda as presented.

It was moved by J. Gross Seconded by W. Nakagiri

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

**Motion Carried (9-0-0)** 

## 5. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

The following person addressed the Board: Steve Williams, Marion Township.

## 6. Accounts Payable Reports

6.a Claims dated: August 11, 2025

## 6.b Payables dated: July 21 through July 31, 2025

Motion to approve the Claims Report and Payables Report as presented.

It was moved by: J. Gross Seconded by: D. Domas

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

Motion Carried (9-0-0)

## 7. Call to the Public

Act 388 of 1976 offer; Act 267 of 1976

The following person addressed the Board: Steve Williams, Marion Township.

## 8. Commissioner Comments

Commissioner Paunovich, Commissioner Nakagiri, and Commissioner Helzerman commented.

## 9. Adjournment

Motion to adjourn the meeting at 8:28 p.m.

It was moved by D. Helzerman Seconded by R. Deaton

Yes (9): J. Drick, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, R. Deaton, N. Fiani, M. Paunovich, and J. Gross; No (0): None; Absent (0): None

| Elizabeth Hundley. | County Clerk |  |
|--------------------|--------------|--|

LIVINGSTON COUNTY DATE: August 25, 2025

## Resolution Authorizing the Change of Fee Scheduling in the Animal Shelter 2025 – Animal Shelter Department

**WHEREAS,** the Animal Shelter Department has determined a need to change its fee schedule due to increased demand, medical and care cost; and

**WHEREAS,** the Animal Shelter Department has elected, due to fiscal responsibility, to increase clinic fees and charge special adoption pricing for breed specific and update fees for additional services and update the yearly schedule for clinic household income; and

**WHEREAS,** the Animal Shelter Department will continue to give a discount to approved rescue groups for animals that have completed the mandatory stray hold and special event pricing as needed; and

WHEREAS, the fee schedule changes are as follows:

Return to Owner vaccines \$15 each will be a mandatory charge unless proof of a current vaccine can be provided (distempter, bordetella, rabies

Required \$50 non-refundable deposit at the time of making an appointment for the low-income clinic with all canine procedures to hold a spot, this deposit will be applied to the final receipt the day of surgery.

\*non-refundable with no call/no show

## **Court Ordered Ouarantine:**

Intake (per animal) \$100 Daily board (per animal) \$65 \*caution animal/high risk

## **ACO Impound (prosecution case):**

Intake (per animal) \$75 Daily board (per animal) \$40 \*these fees cover the required vet exam on intake and many of these animals require additional daily care during their stay.

Canine Spay \$250 \*\$450 Canine Neuter \$200 \*\$350

Feline Spay \$125 Feline Neuter \$90

Microchip \$25

WHEREAS, all other fees charged by the Livingston County Animal Shelter will remain the same. The Animal Shelter will continue to work with members of the community to assist with their pets' needs should cost be a concern.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the above referenced fee schedule changes to reflect in-clinic services, return to owner services, ACO impound, and court ordered quarantine.

# # #

MOVED: SECONDED: CARRIED:

LIVINGSTON COUNTY DATE: August 25, 2025

## Resolution for the 2025 Veterans Millage – Equalization

WHEREAS, in compliance with the requirements of Act 5, Public Acts of Michigan 1982, as amended; and

**WHEREAS,** the proposed levy would apportion taxes for Veterans operating purposes based on the Taxable

Valuation of \$13,255,723,189; and

**WHEREAS**, upon the presentation of this resolution, the following tax levy is recommended:

Veterans: .0918

**THEREFOR BE IT RESOLVED** that the apportionment of taxes for the County Veterans operating purposes be approved and authorized to be levied on the winter tax billing against the Taxable Valuation of the County at the rate of .0918.

**BE IT FURTHER RESOLVED** that the 2025 levy for Veterans of .0918 be approved and levied, as recommended.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners be authorized to sign the 2025 Millage Rate Request (L-4029) upon approval of the Board of Commissioners

# # #

MOVED: SECONDED: CARRIED:

LIVINGSTON COUNTY DATE: August 25, 2025

## Resolution Authorizing Opioid Settlement funds to LCSO – Jail Division for the Inmate Medication Assisted Treatment (MAT) Program – Sheriff Jail

- WHEREAS, the Jail currently provides inmates with opioid dependency services through the Inmate Medication Assisted Treatment (MAT) program which aids in reducing the risk of relapse & overdose; and
- **WHEREAS,** inception of the MAT program offered in the jail began in June of 2018 with counseling and free Vivitrol (naltrexone) shots from manufacturer, Alkermes, which funding for the injections has run out; and
- **WHEREAS,** the FDA has approved three medications to assist with treating OUD: methadone, buprenorphine (suboxone), and naltrexone, which our program expanded in 2023 to include all three as well as counseling; and
- WHEREAS, the breakdown cost will be: Suboxone \$17 per pill x30 days = \$510 a month per inmate; Methadone \$17 per dose x 30 days = \$510 a month per inmate, Vivitrol \$1265 per shot, Intakes \$150 per inmate and Counseling \$40 per session per inmate; and
- **WHEREAS,** all inmates coming into jail will be screened using a platform that identifies substance use disorder and if identified as having the disorder, they will be screened for verification if they are currently in a MAT program; and
- **WHEREAS,** inmates who are not on a MAT program will be placed on withdrawal protocol and upon release those inmates who did not qualify for treatment within the facility can request a vivitrol injection before release; and
- **WHEREAS,** we are requesting \$125,000 from the opioid settlement fund to continue providing the MAT program service through the jail with the investment targeted at inmates who have undergone screening, completed substance use programming, and voluntarily agreed to the treatment.
- **THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes \$125,000 from Opioid Settlement funds for the Medication Assisted Treatment (MAT) program offered in the Jail, to reduce the risk of relapse and overdose from opioids.
- **BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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

# # #

MOVED: SECONDED: CARRIED:



**150 S. Highlander Way Howell, MI 48843 Phone** (517) 540-7626 **Fax** (517) 546-1800

## Memorandum

To: Livingston County Board of Commissioners

From: Lieutenant Tarneseia Pringle

**Date:** July 14, 2025

**Re:** Resolution Authorizing Livingston County Sheriff's Office to Continue Inmate

**Medication Assisted Treatment Services in the Jail** 

This memo serves as a formal request for opioid funding to continue to provide Medication Assisted Treatment for inmates with a history of opioid dependency. The goal is to reduce the risk of relapse, overdose, and recidivism.

The FDA has approved three medications to assist with treating OUD: methadone, buprenorphine, and naltrexone. Treatment consists of medication along with counseling services. The Livingston County Jail started the Medication Assistance Treatment Program in June of 2018. Our program launched with just Vivitrol (naltrexone) shots. In 2023, our program expanded to include all three medications.

We have received free vivitrol injections from the manufacturer, Alkermes, since we started the program. The funding for the free injections has run out, and we are no longer receiving injections.

## **Breakdown Cost:**

Suboxone- Meds \$17 per pill x 30 days = \$510 a month per inmate Methadone – Meds \$17 per dose x 30 days = \$510 a month per inmate Vivitrol – Meds \$1265 per shot Intakes - \$150 per inmate Counseling - \$40 per session per inmate

All inmates coming into the jail will be screened using a platform that identifies substance use disorder. Once an individual is identified as having substance use disorder, they will then be screened to see if they are currently in a Medication Assisted Treatment Program. All inmates not on a MAT program will be placed on

withdrawal protocol. Upon release, anyone who did not qualify for treatment within the facility can request a Vivitrol (naltrexone) injection before release.

We are requesting \$125,000 in opioid funds to cover the cost of our MAT program. This investment would be targeted at inmates who have undergone screening, completed substance use programming, and voluntarily agree to the treatment.

If you have any questions, please get in touch with Lt. Pringle.

Respectfully Submitted,

Tarnese a Pringle Jail Administrator

LIVINGSTON COUNTY

# Resolution Authorizing the Fiscal Year 2026 Memorandum of Understanding and Cash Matching funding for Behavioral Health Managed Care Services - Wraparound

**DATE:** 

August 25, 2025

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

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

**WHEREAS** the parties have a proven track record in the delivery of integrated human services through community-wide collaborative projects; and

**WHEREAS** the Court and Department of Health and Human Services' portions of the funding is available through the Child Care Fund budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a Memorandum of Understanding with the Livingston County Community Mental Health Service Board for the delivery of behavioral health services at a total cost to Livingston County of \$248,000 for the period of October 1, 2025 through September 30, 2026, which is eligible for 75% reimbursement by the State of Michigan through the Child Care Fund. In addition, Community Mental Health Partnership of Southeast Michigan Substance Abuse Coordinating Agency funds of \$40,000 and \$5,000 from the Livingston County Health Department are being donated to offset the Court / County's portion of the Child Care Fund for the Wraparound program.

**BE IT FURTHER RESOLVED** this is budgeted in the Child Care Fund in the following accounts and will be paid after October 1, 2025, as billed by Livingston County Community Mental Health and after entry of said resolution:

| Fund No. | Name                              | Match Funding |
|----------|-----------------------------------|---------------|
| #292-662 | Livingston County Child Care Fund | \$208,000     |
| #292-663 | Livingston County Child Care Fund | \$40,000      |
|          | Total Funds                       | \$248,000     |

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**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, MICHIGAN

LIVINGSTON COUNTY TRIAL COURTS
JUVENILE & PROBATE DIVISIONS

**204 S. Highlander Way Suite 3 Howell, MI 48843 Phone** 517-540-7739 **Cell** 734-260-0906

Email: dshaw@livgov.com

## Memorandum

To: Livingston County Board of Commissioners

From: Deborah Shaw, Juvenile & Probate Court Administrator

**Date:** August 11, 2025

**Re:** Resolution Authorizing the Fiscal Year 2026 Memorandum of

**Understanding on Cash Matching Funding for Behavioral** 

**Health Managed Care Service - Wraparound** 

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

Wraparound is a collaboration with Livingston County Community Mental Health Authority, Livingston County Health Department, Livingston County Juvenile Court, Community Mental Health Partnership of Southeast Michigan, Livingston Educational Service Agency and the Department of Health and Human Services resulting in a pooling of resources to fund Wraparound. Wraparound is a facilitated process which wraps services around children and their families who are being served by multiple public systems. It would not be possible to fund Wraparound through individual agencies and it is only through this collaboration that this service is available to all families in our community - no matter which organization identifies the need.

The fiscal year 2026 program cost of \$248,000 is included in the FY 2026 Child Care Fund Budget. The Community Mental Health Partnership of Southeast Michigan Substance Abuse Coordinating Agency will contribute \$40,000 and the Health Department will contribute \$5,000 to offset the Court/County's contribution.

This partnership and pooled funding have existed for over 25 years. It is both an expression of and organizing structure of the unique "our children" collaborative approach to services provided to high need children and families in Livingston County.

Thank you for your consideration and support of the services we provide in partnership.

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

THIS MEMORANDUM OF UNDERSTANDING, made and entered into in October 2025, by and between the LIVINGSTON COUNTY COMMUNITY MENTAL HEALTH AUTHORITY, whose administrative offices are located at 622 E. Grand River, Howell, MI 48843 (hereinafter referred to as the "LCCMHA"); the MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES, whose local administrative offices are located at 2300 E. Grand River, Howell MI 48843 (hereinafter referred to as the "MDHHS"); the COUNTY OF LIVINGSTON acting on behalf of the LIVINGSTON COUNTY HEALTH DEPARTMENT whose administrative offices are located at 2300 E. Grand River, Howell MI 48843, (hereinafter referred to as the "LCHD"), LIVINGSTON COUNTY TRIAL COURTS, whose administrative offices are located at 204 Highlander Way, Howell MI 48843; the COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN, whose administrative offices are located at 3005 Boardwalk, Suite 200 Ann Arbor, MI 48108, (hereinafter referred to as the "CMHPSM"); LIVINGSTON EDUCATIONAL SERVICES AGENCY, whose administrative offices are located at 1425 W. Grand River, Howell MI 48843, (hereinafter referred to as "LESA")

## WITNESSETH:

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

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

**WHEREAS**, the Funding Partners agree the LCCMHA is authorized to act as the financial fiduciary for this MOU.

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

- I. <u>MEMORANDUM PURPOSE</u>. This Memorandum of Understanding is entered into by the parties hereto with the specific purpose of setting forth the terms and conditions under which each of the parties hereto shall participate in this local collaborative venture and shall provide cash match funding or reimbursement pursuant to approved Child Care Fund (CCF) annual plan and budget in order for the LCCMHA, as the financial fiduciary and the managing entity for said venture, to coordinate behavioral health managed care services for specific children who are residents of Livingston County and who meet the enrollment criteria for said services.
- **II.** <u>MEMORANDUM CONTINGENT UPON FUNDING.</u> This Memorandum of Understanding is contingent upon the appropriations of sufficient State and/or local funds to each of the parties hereto, upon the terms of said appropriations as authorized or amended upon the continuation of such funding.
- **III.** MEMORANDUM AUTHORITY. This Memorandum of Understanding is entered into pursuant to the authority granted to each of the parties hereto under statutes of the State of

Michigan. This Memorandum of Understanding is in accordance with rules, regulations, and standards adopted and promulgated in accordance with the statutes of the State of Michigan. The statutes of the State of Michigan and rules, regulations, and standards (hereinafter referred to as the "Rules") adopted and promulgated in accordance with the statutes shall govern in any area not specifically covered by this Memorandum of Understanding.

## IV. TERM AND TERMINATION.

**A.** The term of this Memorandum of Understanding shall be from the <u>1st</u> day of <u>October 2025</u>, through the <u>30th</u> day of <u>September 2026</u>.

- **B.** Nothing in this Memorandum of Understanding shall be construed as requiring any of the parties hereunder to extend or renew this Memorandum of Understanding or to enter into any subsequent agreements.
- **C.** The MDHHS may immediately cancel this Memorandum of Understanding without further liability to the MDHHS or its employees if the LCCMHA or an officer of the LCCMHA is convicted of a criminal offense incident to the application of or performance of a State, public or private contract or subcontract or convicted of a criminal offense including but not limited to any of the following; embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards of State of Michigan employees; convicted under State or Federal antitrust statutes or convicted of any other criminal offense which, in the sole discretion of the MDHHS, reflects on the LCCMHA's business integrity.
- **D.** Notwithstanding any other provisions in the Memorandum of Understanding to the contrary, any of the parties hereto may terminate this Memorandum of Understanding for any reason by providing the other parties hereto with sixty (60) days prior written notification.
- **E.** Any such termination of this Memorandum of Understanding shall not relieve any of the parties hereto of the obligations incurred prior to the effective date of such termination.

## V. FUNDING OBLIGATIONS OF THE PARTIES.

- **A.** The parties hereto shall provide cash match funding or CCF reimbursement, and in the case of MDHHS other non-cash support, as specified below, for the purposes hereunder during the term of this Memorandum of Understanding. For the TWELVE (12) month period commencing on October 1, 2025 and ending on September 30, 2026, cash match funding obligations of the parties shall be as follows:
- (1) TWO HUNDRED FORTY EIGHT THOUSAND AND 00/100 DOLLARS (\$248,000) of cash match funding by the Livingston County CCF appropriation for Wraparound Services comprised of a \$208,000 community-based services component designated for Trial Court supervised juveniles/families and a \$40,000 community-based services component designated for MDHHS supervised children/families, which includes:
  - (a) FORTY THOUSAND DOLLARS (\$40,000) from the Community

## Mental Health Partnership of Southeast Michigan

- (b) FIVE THOUSAND DOLLARS (\$5,000) from the Health Department
- (2) TWENTY THOUSAND AND 0/100 DOLLARS (\$20,000.00) of cash match funding by the LESA; and,
- (3) Up to NINE HUNDRED FORTY-TWO THOUSAND AND SEVENTY-FOUR AND 00/100 DOLLARS (\$942,074) of funding provided by LCCMHA's Medicaid allocation.
- **(4)** ONE HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$108,000.00) of funding provided by community reinvestment funds.
- (5) MDHHS demonstrates its financial commitment to this partnership through the CCF annual plan and budget process. MDHHS will reimburse Livingston County for approved CCF expenses in accordance with the County's approved CCF annual plan and budget. Livingston County must submit a reimbursement request to MDHHS in accordance with CCF policies. MDHHS shall have no direct monetary funding obligation with respect to this memorandum of understanding; however, it will be an equal partner in this memorandum of understanding in that it will be supportive to the behavioral health managed care services outlined in this document. This non-financial commitment will be considered of equal merit to the overall collaborative venture.

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

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

- **B.** Total payments of cash match funds by the Livingston County Trial Courts shall be paid by a one-time lump sum payment within one hundred and twenty (120) days after the commencement of services and contingent upon receipt of invoice and corresponding case list of individuals receiving services.
- **C.** Total funding generated as a result of this Memorandum of Understanding on cash match funding will be directed by the LCCMHA and will be utilized to fund and provide

the behavioral health managed care services. The parties hereto acknowledge and agree that, as required by the MDHHS, all administrative costs of the LCCMHA, in the execution of its duties and responsibilities as the financial fiduciary and managing entity for this local collaborative venture, must be paid specifically from the total funds generated hereunder for the behavioral health managed care services.

- **D.** Total funding generated as a result of this Memorandum of Understanding on cash match funding shall be receipted in and accounted for separately as enterprise funds by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, for the self-sustaining behavioral health managed care services. Financial reports on revenues received, costs incurred, and expenditures made for the behavioral health managed care services shall be distributed to the other parties hereunder by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture after the end of each fiscal year quarter. It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall be responsible for compiling and submitting all requisite financial reports to the State of Michigan and/or the Federal government on revenues received, costs incurred, and expenditures made for the behavioral health managed care services.
- **E.** Local collaborative cash match funding is being provided proportionately by the parties hereto based upon projections of a maximum number of pre-approved behavioral health managed care service enrollees per a specific number of service months during the term of this Memorandum of Understanding. If the actual number of pre-approved behavioral health managed care service enrollees and/or the actual number of service months, in whole or in part, during the term of this Memorandum of Understanding is(are) less than projected, the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall return a proportionate portion of local collaborative cash match funding to any of the parties hereto when required by the funding source(s) of any of the parties hereto.
- **F.** If total funding generated as a result of this Memorandum of Understanding on cash match funding is more than the costs incurred for the behavioral health managed care services during the term hereunder, the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall maintain those revenues in excess of all costs incurred in a separate local fund equity reserve account for the term of this Memorandum of Understanding or any extension thereof and/or during the term of any subsequent Memorandum of Understanding. However, if this Memorandum of Understanding is terminated or not extended or a subsequent Memorandum of Understanding is not entered into by the parties hereto, it is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall:
  - 1) make appropriate final adjustments, as applicable for incurred costs of this collaborative local venture including accruals, to said restricted local fund equity reserve account; and
  - 2) Close out said separate local fund equity reserve account by returning said reserve funds to the parties hereto in separate portions proportionate to the percentage of cumulative funding contributions made by each of the parties

hereunder.

- **G.** It is expressly understood and agreed by all of the parties hereto that none of them and/or none of their subcontractors shall process billings separately for consumer fees (i.e., service payments made directly by consumers, their families, and/or legal guardians) and reimbursements from State ward board and care, Medicaid, Medicare, and/or private insurance carriers, etc. for individual services if such services specifically are covered under the behavioral health managed care services required of this local collaborative venture during the enrollment period. Each of the parties hereto shall include, or incorporate by reference, the above provisions in every applicable subcontract and will provide that said provisions will be binding upon each of its said subcontractors. The LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall make periodic inquiries of the other parties hereto to ensure that the requirements of this subsection are being met.
  - 1) It is agreed by all of the parties hereto that the current Ability to Pay determination, fee schedule, and payment system established by the LCCMHA in conformance with Federal and State laws and the Rules promulgated thereto shall govern for the enrolled services hereunder and shall be adhered to by all of the parties hereto and children and families who are ineligible for Title XIX Medicaid and who are served by this local collaborative venture.
  - **H.** The accounting procedures and internal financial controls of the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall conform to generally accepted accounting principles in order that the costs allowed by this Memorandum of Understanding can be readily ascertained and expenditures verified there from. The LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, agrees to maintain separate accounts and source records for all revenues received pursuant to this Memorandum of Understanding. The LCCMHA acknowledges that it's accounting and reporting of costs and revenues pertaining to this Memorandum of Understanding must be in compliance with accounting and reporting requirements of the State and Federal governments that pertain to this local collaborative venture.
  - I. The parties hereto agree that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall maintain on file for ten (10) years or as otherwise required by the State and Federal governments, all appropriate records on all services and service recipients and all financial records pursuant to this Memorandum of Understanding. The LCCMHA shall provide the other parties hereto, the State of Michigan, and the Federal government or their representatives with full access to and the right to audit all said records and documentation during the period that they are required to be on file. If an audit is initiated prior to the expiration of the ten (10) year retention period and extends past that period, all records and documents shall be maintained by the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, until the audit is completed.

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

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

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

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

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

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

- **X.** TRAINING NEEDS AND RESPONSIBILITIES. The parties hereto agree to participate in those training/technical assistance activities determined necessary by the parties hereto and/or mandated as a condition of participating in the managed care pilot. Training plans will be reviewed on a yearly basis. The parties hereto agree to consider requests for technical assistance from other managed care pilot sites.
- XI. PROGRAM INFORMATION TO BE EXCHANGED. The parties hereto agree to exchange program information with each other to the extent permitted by and in accordance with law, regulation, and organizational policies. The parties shall collaborate and make reasonable best efforts to establish any and all data-sharing agreements that are necessary to carry out the purposes of this agreement. Such program information shall include, but not be limited to, referral outcomes, statistical data, and progress reports necessary for the parties hereto to implement and comply with the provisions of this Memorandum of Understanding.
- XII. MONITORING PERFORMANCE OF THIS MEMORANDUM. The performance of the terms of this Memorandum of Understanding shall be monitored on an ongoing basis by the designated representatives of the parties hereto. Supervisory and program liaisons of each of the parties hereto shall be appointed and available in order to communicate on any issues related to the administration of and implementation of this Memorandum of Understanding.
- XIII. PROCESS FOR RESOLUTION OF DISPUTES. Disputes pertaining to this Memorandum of Understanding shall be resolved through a meeting of the designated representatives of the parties hereto. Any of the parties hereto may request such a meeting to resolve disputes pertaining to this Memorandum of Understanding. Any such meeting shall occur within twenty-one (21) days of a request by any of the parties hereto. The provisions in this section shall not preclude, restrict, or prohibit any of the parties hereto from terminating this Memorandum of Understanding for any reason in accordance with Section IV hereunder.
- **XIV.** <u>JOINT EVALUATIONS OF OUTCOMES</u>. Designated representatives of the parties hereto shall meet together periodically to conduct joint evaluations of the outcomes of this Memorandum of Understanding.

## XV. COMPLIANCE WITH THE LAW.

- **A.** This Memorandum of Understanding shall be construed according to the laws of the State of Michigan.
- **B.** The parties hereto and their officers, employees, servants, and agents shall perform all their respective duties and obligations under this Memorandum of Understanding in compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations.

## XVI. NONDISCRIMINATION.

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

employment with respect to hire, tenure, terms conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

- **C.** The parties hereto shall not violate any applicable Federal, State, and local laws prohibiting discrimination, including, but not limited to, the following:
- (1) The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- (2) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- (3) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder.
- (4) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA S 12101 et. seq.), as amended, and regulations promulgated thereunder.
- **D.** Breach of this section may be regarded as a material breach of this Memorandum of Understanding.

## XVII. <u>CONFIDENTIALITY</u>, <u>RECIPIENT RIGHTS AND COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.</u>

- **A.** All aspects of this Memorandum of Understanding covered by confidentiality provisions of Federal and State laws and by policies of each of the parties hereto shall be observed by the parties hereto.
- **B.** It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, shall utilize the current mechanism established by the LCCMHA for protecting recipient rights and that the final jurisdiction of the LCCMHA's recipient rights policies, procedures, and process, including implementing remedial action for substantiated allegations of rights violations, shall be the basis for the handling of recipient rights matters pertaining to the behavioral health managed care services and enrollees for the services. The LCCMHA shall comply with Federal and State laws, Rules and Regulations in the handling of recipient rights matters.
- **C.** Each of the parties hereto, their personnel and anyone they may contract with for services to be provided under this Memorandum of Understanding who may have access to records protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, shall comply with all applicable requirements of HIPAA and rules and regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended. Access shall be limited to the minimum necessary to provide the applicable services. Breach of this section shall be a material breach of this Memorandum of Understanding.

## XVIII. STATUS OF EMPLOYEES.

It is expressly understood and agreed that the employees, servants and agents of each of the parties to this Memorandum of Understanding shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of the other parties. Each of the parties to this Memorandum of Understanding shall be responsible for withholding and payment of all income and social security taxes to the proper Federal, State, and local governments for their employees.

The employees of each of the parties hereto shall not be entitled to any fringe benefits from the other parties, such as, but not limited to, health and accident insurance, life insurance, professional liability insurance, paid vacation leave, paid sick leave, and longevity. Each of the parties shall carry workers' compensation and unemployment compensation coverage for its employees, as required by law.

## XIX. WAIVERS.

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

## XX. ASSIGNMENT OR SUBCONTRACTING.

- **A.** The parties hereto shall not assign, subcontract or otherwise transfer their respective governmental duties and/or obligations under this Memorandum of Understanding.
- **B.** It is agreed by the parties hereto that the LCCMHA, as the financial fiduciary and managing entity for this local collaborative venture, may, through separate service agreements, purchase behavioral health services from service providers who are not prohibited by the Federal, State, or local governments from providing such services, as long as such services are authorized by an Community Consultation Team composed of the managed care representatives of the parties hereto, each service provider agrees to terms and conditions required by the LCCMHA for a service agreement, and the LCCMHA authorizes and approves any such service agreement. Except for administrative services, any behavioral health managed care services hereunder provided directly by the LCCMHA and any fee rates for such direct services of the LCCMHA must be authorized by the Interagency Community Team composed of the managed care representative of the parties hereto.
- **XXI.** AMENDMENT. Provisions of this Memorandum of Understanding may be amended with the mutual written approval of all of the parties hereto.
- **XXII.** COMPLETENESS OF THIS MEMORANDUM. This Memorandum of Understanding, the Attachments, and any additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by all of the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Memorandum of Understanding or any part thereof shall have any validity or bind any of the parties hereto.
- **XXIII. DISREGARDING TITLES.** The titles of the sections in this Memorandum of Understanding are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Memorandum of Understanding.

## XXIV. SEVERABILITY AND INTENT.

- **A.** If any provision of this Memorandum of Understanding is found to be in conflict with Federal or State law, that provision will be subordinate to the law. The other provisions of this Memorandum of Understanding shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Memorandum of Understanding.
- **B.** This Memorandum of Understanding is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

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

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

| WITNESSED BY: |             |     | LIVINGSTON COUNTY COMMUNITY MENTAL HEALTH AUTHORITY  |
|---------------|-------------|-----|--|
|               | Date        | BY: | Constance C. Conklin, Executive Director   |
|               |             |     | COUNTY OF LIVINGSTON   |
|               | Date        | BY: | Jay Drick, Chairperson, County Board of Commissioners  |
|               | Date        | BY: | Matt Bolang, Director, Livingston County Health Department                                       |
|               |             |     | 44th CIRCUIT COURT   |
|               | Date        | BY: | Matthew J. McGivney, Chief Judge, Livingston<br>County Circuit and District Courts               |
|               |             |     | COMMUNITY MENTAL HEALTH PARTNERSHIP OF SOUTHEAST MICHIGAN  |
|               |             | BY: |  |
|               | Date        |     | James Colaianne, CEO of Community Mental<br>Health Partnership of Southeast Michigan<br>(CMHPSM) |
|               | <br>Date    | BY: | Mark Cochran, Chairperson of CMHPSM Oversight  |
|               | Date        |     | Policy Board (OPB)   |
|               |             |     | LIVINGSTON EDUCATIONAL SERVICE AGENCY  |
|               | Date        | BY: | Mike Hubert, Superintendent  |
|               |             |     | MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES   |
|               | <del></del> | BY: |  |
|               | Date        |     | Jeanette Hensler, Director, Grants Division, Bureau of Grants and Purchasing                     |

## ATTACHMENT A REFERRAL PROCESS AND ELIGIBILITY CRITERIA

## **Referral Process**

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

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

## In addition:

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

## **Eligibility Criteria**

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

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

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

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

### ATTACHMENT B SERVICES AND LEVEL OF CARE PROTOCOL

#### **Covered Services**

#### Child Welfare Services

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

Counseling

In-home family services

Parenting education or training (in-home or out-of home services)

Parent support services

Respite Care

Assisted Care in Foster Care

Youth Mentoring

#### Medicaid Mental Health Services

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

#### Medicaid Substance Abuse Services

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

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

#### **Non-Capitated Services**

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

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

#### **Additional Provisions**

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

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

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

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

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

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

#### **ATTACHMENT C**

#### **Responsibilities of the Community Consultation Team**

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

#### Chairperson Responsibilities:

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

#### Committee Members Responsibilities:

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

#### Staff Person (Wraparound Coordinator) Responsibilities:

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

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

#### **Level of Care Protocol**

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

- Level of care decisions will be guided by the following principle: Children should be served in the least restrictive, most normative environment adequate to meet their treatment needs, and the safety needs of the child, family and community.
- 2. Child and Family Teams will select the appropriate service mix based on the needs, strengths, and desired outcomes identified in their individualized planning process.
- Crisis and safety plans will be developed in response to all child and community safety issues
  identified in the individualized planning process. Crisis and safety plans will proactively identify
  which interventions of higher intensity/restrictiveness will be accessed in response to specific
  behaviors.
- 4. The CCT will typically review all resource utilization on a regular basis. This review will include an analysis of the rationale for services selected, analysis of continuing need for the current level of service based on specific behaviors and/or circumstances, and review of progress toward identified outcomes.
- 5. The CCT will monitor for both the under and over-utilization of resources.

LIVINGSTON COUNTY DATE: August 25, 2025

## Resolution Authorizing the Register of Deeds Historic Records Digital Imaging Project from Microfilm to Digital Images – Register of Deeds

WHEREAS, the Register of Deeds is requesting authorization to move forward with the Media Conversion Agreement for Libers 656-1035. This will help reduce the need for in-person visits, improve customer service and improve public record availability.

WHEREAS, Libers 656-1035 are on Microfilm Jackets that will be individually scanned by US Imaging and uploaded by Fidlar Technologies. Project will cost \$75,745.82 for scan, capture, image processing and image enhancements.

**WHEREAS,** the award will be a sole source contract as US Imaging is the only vendor who provides this service to our current vendor Fidlar Technologies; and

**WHEREAS,** this is an eligible use of Automation Funds, and this project is budgeted in the current operating budget.

**THEREFORE, BE IT RESOLVED**, that the Livingston County Board of Commissioners hereby authorizes the use of \$75,746 from the Automation Funds to enter into an agreement with Fidlar Technologies for the Media Conversion Agreement for Libers 656-1035 Digital Imaging of Public Records, with services to be provided by US Imaging, to help reduce the need for inperson visits, improve customer service and improve public record availability.

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

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorizes any budget transfer between line items needed to effectuate this project.

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MOVED: SECONDED: CARRIED:



## **Livingston County, MI**Media Conversion Agreement

Rebekah Lowe Partner Relationship Manager

Office: (563) 345-1289
Mobile: (563) 726-2316
Email: <a href="mailto:rebekahl@fidlar.com">rebekahl@fidlar.com</a>

## **Livingston County, MI**

#### **Statement of Work**

| Media Type                      | Volume Range   | # of Books |
|---------------------------------|----------------|------------|
| Libers from Microfilm Jackets   |                |            |
| Microfilm Jackets               | Vols. 656-1035 | 380        |
| **DRIVE SPACE REQUIRED: 18.04GB |                |            |



July 8th, 2025

Livingston County Register of Deeds Mr. Brandon Denby 200 E Grand River Howell, MI 48843

Dear Brandon,

The following provides the details of your upcoming scanning contract.

As your current Land Records software vendor, we provide a 100% guarantee that all image and index file formats generated from this project are fully compatible with your Fidlar image database.

Fidlar will manage all aspects of this project from start to finish. Services include coordinating the necessary resources for scanning your microfilm jackets, conversion, enhancement of the images, grouping and naming of the appropriate pages of each book into individual documents, and importing all specified book records into your Fidlar AVID/Laredo system.

As your business partner, we greatly appreciate the opportunity to continue to provide you with the valued services and products you have come to expect from Fidlar. We look forward to adding additional value to your office, your constituents, and your abstract and title searchers.

Sincerely,

Rebekah Lowe Partner Relationship Manager Fidlar Technologies

Office: 563-345-1289 Mobile: 563-726-2316

Email: rebekahl@fidlar.com



#### **Investment Summary: Fidlar Services Description**

#### √ Scan & Capture

Professionally trained and qualified personnel, utilizing state-of-the-art scanning equipment and processes, will scan the books. During this phase, the following activities will occur: travel to pick up microfilm, configuration of scanning equipment and computer peripherals, inventory, inspection, handling and scanning, and content inspection. The end result is a set of digitized images that will be enhanced and imported into your system.

#### √ Image Cropping, Border Removal & Image Enhancements

Utilizing customizable and automated image enhancement software, excess borders will be removed and the images will be enhanced into a usable state. Images will go through single inspection at 98.5% accuracy.

#### √ Grouping/Naming of Images

The images will be grouped into unique documents and named with the appropriate document number. The accuracy of grouping/naming is 98.5%. AVID will offer the county the ability to manipulate images returned from their imaging project for cleanup purposes: moving, copying, splitting and deleting images. Images that cannot be corrected using AVID and require further manipulation, will be done so at the county's expense.

#### √ Indexing Services (Optional, See Page 6)

If you would like to include CONDOR indexing services to this contract, please fill out page six and select the necessary type of indexing within the CONDOR Addendum.

#### √ Project Resources Management & Import

Fidlar utilizes many resources in the management of the complete project from start to finish. This includes coordinating and scheduling all project resources, importation of all document images and document number index files into your Fidlar system, and configuring your Fidlar system for immediate access to newly imported documents via Laredo, Tapestry, and AVID. The imported documents will also be made available for back indexing in AVID if desired.



## **Estimated Investment Summary: Professional Services Rendered**

In exchange for products and services outlined in this Professional Services Contract, Livingston County agrees to pay Fidlar Technologies the total amount due in the following payment schedule:

✓ Scan, Capture, & Image Processing

\$75,745.82

Includes Scanning, Image Cropping, Border Removal,
 Image Enhancements & Grouping/Naming of Images

#### **TOTAL INVESTMENT**

\$75,745.82

\*\*Total Investment is based on estimated quantities. Final invoice will reflect actual quantities.

#### **Billing Milestones**

- 25% due upon signing of this Professional Services Contract agreement.
   \$ 18,936.46
- 2. 50% due upon scanning completion.

\$<u>37,872.91</u>

3. Balance due upon completion of importing of documents/images (based on actual quantities of scanned and processed images), with prior approval by County Register if the total investment exceeds the estimate. \$ 18,936.45 (\*\*Estimated)

\*\* Your final invoice will be charged based upon the final document count after grouping and naming. This charge may vary from the estimated count found during discovery.

These payments are not "deferred payments" under section 3.10 and are subject to County's statutory claims procedure.





This add-on service integrates seamlessly with the existing Fidlar Land Records System. The CONDOR 'HISTORICAL' Indexing Services solution works within project parameters to index party names, legal descriptions and other data elements. CONDOR will incorporate this information into your Land Records System.

Your 'HISTORICAL' Indexing Services solution includes the following services and investment (please select):

| Full Document Indexing - \$1.50/Document                                |
|---|
| Partial Document Indexing (all index data excluding legal descriptions) |
| - \$1.00/Document   |
| HANDWRITTEN DOCUMENTS (if applicable):                                  |
| Full Document Indexing - \$3.00/Document                                |
| Partial Document Indexing (all index data excluding legal descriptions) |
| - \$2.50/Document   |
|   |

These amounts apply for work performed.

#### **Notes**

- County will inform CONDOR management team as to the approximate number of 'HISTORICAL' documents required to be indexed
  - Once Processed, these documents will go into an Audit queue for the county staff to verify the indexed information.
- Only actual indexed quantities will be invoiced.
- Invoices will be sent monthly based on the previous month's completed work.

In exchange for products and services outlined in this addendum, Livingston County Register agrees to pay Fidlar Technologies the total amounts due based on the terms and conditions described above.



#### Schedule "A" - Media Conversion Project

| This Agreement is | made this o     | day of         | , 2025,    | by and between  |
|-------------------|-----------------|----------------|------------|-----------------|
| FIDLAR TECHNOLO   | OGIES, (FIDLAR) | and LIVINGSTON | COUNTY, MI | (the "CLIENT"). |

#### **RECITALS**

- A. FIDLAR provides various image archival services, all of which are hereinafter referred to as "ARCHIVAL SERVICES."
- B. CLIENT desires to purchase from FIDLAR image archival services for the purpose of indexing and imaging documents electronically.

#### **TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

#### **ARTICLE I - GENERAL TERMS**

- 1.1 ARCHIVAL SERVICES: CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, image archival service(s) described in the Image Archival Services Statement of Work, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the services.
- 1.2 ACCEPTANCE BY CLIENT: CLIENT agrees to accept the image archival services at the conclusion of the project referenced in the Image Archival Services Statement of Work. If CLIENT notifies FIDLAR of a material problem with the services within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the services upon completion of installation and testing.



1.3 DELIVERY: FIDLAR will deliver the image archival services to CLIENT at CLIENT'S facility located at:

Livingston County Register of Deeds Mr. Brandon Denby 200 E Grand River Howell, MI 48843

#### ARTICLE II – SERVICES PERFORMED

- 2.1 FIDLAR shall perform the work in accordance with currently approved methods and standards of practice in the image archival professional specialty.
- 2.2 All images, film, documents, books and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the CLIENT whether executed by or for FIDLAR for CLIENT and all such documents and copies thereof shall be returned or transmitted to CLIENT forth with upon CLIENT termination or completion of the work under this Agreement.

#### **ARTICLE III**

- 3.1 CONFIDENTIAL INFORMATION: FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party.
- 3.2 EXCLUSIVE REMEDY: CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence),



strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

- 3.3 WAIVER: Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.4 NOTICES: Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.

a. Notice to FIDLAR: Fidlar Technologies, Inc.

350 Research Parkway Davenport, IA 52806

Attn: Alex Riggen, President

b. Notice to CLIENT: Mr. Brandon Denby

Livingston County Register of Deeds

200 E Grand River Howell, MI 48843

- 3.5 ENTIRE AGREEMENT: It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.6 GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of the State of Michigan.
- 3.7 BINDING EFFECT: This Agreement shall inure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.8 AUTHORITY: FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.



- 3.9 SECTION HEADINGS: All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.10 DEFERRED PAYMENT: To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.



This Agreement has been executed by the parties as of the aforementioned date.

#### **ACCEPTANCE AND AUTHORIZATION:**

Livingston County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein. Prices valid through December 31<sup>st</sup>. 2025.

In exchange for products and services outlined in this proposal, Livingston County agrees to pay Fidlar Technologies, the total amount due within 30 days from the date of invoice. Fidlar Technologies also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

| ACCEPTED:                           | ACCEPTED:            |
|-------------------------------------|----------------------|
| Mr. Brandon Denby                   |                      |
| Livingston County Register of Deeds | Fidlar Technologies  |
| 200 E Grand River                   | 350 Research Parkway |
| Howell, MI 48843                    | Davenport, IA 52806  |
|                                     |                      |
| Print                               | Print                |
| C'anal an                           | C'a a a l            |
| Signature                           | Signature            |
| Title                               | Title                |
| THE                                 | Title                |
| Date                                | Date                 |



LIVINGSTON COUNTY DATE: August 25, 2025

#### Resolution Authorizing an Additional Contribution to MERS for the Veterans Non-Union Division Fiscal Year 2025 – Veteran Services

- **WHEREAS,** a fundamental objective of the Livingston County Board of Commissioners as an employer that offers pension benefits, is to fund the long-term cost of the benefits promised to our employees: and
- **WHEREAS,** eliminating or reducing long term liabilities by making additional payments to MERS is a priority as it affects both the financial health and sustainability of Livingston County; and
- **WHEREAS,** Resolution 2023-11-192 carved out and created several new non-General Fund non-union divisions including Veterans Services; and
- **WHEREAS,** an annual actuarial valuation was completed for all divisions, including Veterans Services, which reflects an unfunded liability of \$318,915 as of 12-31-2024 for this non-union division; and
- **WHEREAS,** Veterans Services would like to pay \$318,915 off their long-term liability so annual required contributions will be reduced and primarily based on the service credit earned each year by active participants in this division; and
- WHEREAS, there are several advantages to making additional payments to MERS including: 1) reducing or eliminating the total unfunded pension liability 2) reducing future annual required contributions (ARC) and 3) additional assets to invest with the potential of a greater return than one would expect to earn in a traditional municipal operating investment; and
- **WHEREAS,** currently there are sufficient funds in Veterans Services fund balance to make an additional payment equal to the most currently reported unfunded liability for this Division in the amount of \$318,915.
- **THEREFORE, BE IT RESOLVED** that the Board of Commissioners hereby authorize a one-time additional payment to MERS for the Veterans Services Non-Union division in the amount of \$318,915 to be made from F295 Veterans Services Fund Balance.
- **BE IT FURTHER RESOLVED** the Board of Commissioners authorizes any budget amendments needed to effectuate the above.

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MOVED: SECONDED: CARRIED:

LIVINGSTON COUNTY DATE: August 25, 2025

## Resolution to Authorize Entering an Agreement with SEMCOG in Supporting Livingston County Materials Management Plan (MMP)-DPW/Planning

WHEREAS, recent amendments to Part 115 went into effect on March 29, 2023, and requires that all Counties prepare a Materials Management Plan, which after approved, will replace the current Livingston County Solid Waste Management Plan; and

**WHEREAS,** the amendments to Part 115 require that a Materials Management Planning Committee (MMPC) be appointed with representatives from specific sectors; and

**WHEREAS,** the MMPC is tasked with creating this Materials Management Plan in a three-year period starting from July 18, 2024; and

**WHEREAS,** this plan, once approved by the Livingston County Board of Commissioners, will need 67 % approval of Livingston County's sixteen Township, 2 Cities and 2 Villages; and

**WHEREAS,** Livingston County has been participating with SEMCOG (Southeast Michigan Council of Governments) in monthly facilitation and collaboration; and

**WHEREAS,** SEMCOG, in supporting the Counties in their MMP efforts, is proposing to develop an educational campaign and material to educate our 20 local units of government about the MMP planning process; and

**WHEREAS,** this campaign will cost \$75,000, with Livingston County's portion being \$8,788 based upon a equal split portion of \$8,036 and a population weighted portion of \$753; and

**WHEREAS,** the Livingston County Material Management Planning Committee recommended approval of entering into this agreement at their July 22, 2025, meeting; and

**WHEREAS,** EGLE has informed Livingston County that this expense would be an eligible expense under our MMP grant funding that is available to Livingston County and will soon be applied for; and

**WHEREAS,** it is understood that no written commitment will be made to SEMCOG until after the MMP grant funding agreement has been executed between Livingston County and EGLE.

**THEREFORE BE IT RESOLVED** that the Board of Commissioners authorizes General Fund contingency in the amount of \$8,788 for Livingston County to participate in SEMCOG's preparation of materials that will be used to educate and inform local municipalities about the Materials Management Plan. If Livingston County is awarded the State of Michigan MMP Grant and the expense is allowable, a portion of the grant funds will be used to reimburse the County for this expense.

PAGE: 2

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorizes any budget amendments needed to effectuate the above and that no written agreement shall be signed by the Chair prior to executing the anticipated grant for Materials Management Planning between the Department of Environment, Great Lakes and Energy and Livingston County.

# # #

MOVED: SECONDED: CARRIED: Rachael Barlock Southeast Michigan Council of Governments (SEMCOG) 1001 Woodward Avenue, Suite 1400 Detroit, Michigan 48226

#### **Subject: Commitment of Funds for Materials Management Planning**

Dear Ms. Barlock,

This letter serves as confirmation that [\*\*\*\*\* County] supports the Materials Management Plan workplan and county cost apportionment prepared by SEMCOG. We understand that the costs associated with the scope outlined in the Southeast Michigan Materials Management Workplan are shared across the counties in the SEMCOG region.

[\*\*\*\*\* County] agrees with the cost apportionment and will provide funding in the amount of [X dollars] for the work.

Please let us know if you require any additional information. We appreciate your partnership and look forward to working together.

Sincerely,

[Your Name]
[Your Title]
[County Name]
[Contact Information]

#### **Acknowledgment and Commitment:**

By signing below, [\*\*\*\*\* County] confirms its commitment to providing the funding as stated above.

| Authorized Signature: |  |
|-----------------------|--|
| Printed Name:         |  |
| Title:                |  |
| Date:                 |  |



Southeast Michigan Council of Governments 1001 Woodward Avenue, Suite 1400 Detroit, Michigan 48226 (313) 961-4266 www.semcog.org

#### **Materials Management Planning Support Work Plan**

#### Objective

At request of the seven counties in the Southeast Michigan region – Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne Counties – the Southeast Michigan Council of Governments (SEMCOG) will be supporting the counties in their Materials Management Planning efforts.

Materials Management Plans (MMP) are required by amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 115), specifically Subpart 11, Materials Management Plans.

This document outlines a work plan to be completed on behalf of the counties to support the development of their individual County MMPs. Though the seven counties will be completing this work independently, regional collaboration and coordination is prioritized.

As part of the work plan, SEMCOG staff will lead the following:

#### Facilitation of the Monthly Materials Management Work Group

Currently, SEMCOG facilitates a monthly work group for the materials management planning staff at each of the counties to share best practices, discuss strategies, and coordinate across agencies. This monthly facilitation and collaboration effort will continue throughout the MMP process. As the MMP process continues and evolves over the required 3-year planning horizon, these meetings may change frequency to quarterly or as-needed.

#### Materials Management Educational Campaign

To assist each of the counties with educating elected officials on Materials Management Planning and to support the development of the county-level MMPs, SEMCOG will develop educational campaign material. SEMCOG will work with county representatives and the regional MMP Work Group to develop key messages, coordinate video interviews, and develop and review educational material.

This effort includes the following deliverables:

1. Developing educational videos and sharing materials management stories, with assistance from EGLE, County Representatives, waste haulers, or other materials management professionals.

- 2. Creating educational materials to share as physical and digital resources to be circulated to local municipalities and on social media.
- Facilitating SEMCOG University webinars or in-person workshops to educate elected officials on materials management planning requirements and changes in Part 115.

SEMCOG effort on the educational campaign is expected to be complete by June 2026

#### **Policy and Regulatory Resource**

SEMCOG staff will research and develop a resource of supportive policy and regulatory actions successfully implemented nationally for consideration in the SEMCOG region at both the regional and county level.

#### **Budget**

It is anticipated that the costs of this work will be paid for by each county with their EGLE Materials Management Grant funds. The total budget allocated for this scope for region is \$75,000, allocated to SEMCOG staff to support the tasks described in this document.

The total costs have been allocated to the counties based on the effort expected per county. Of the total cost, 75% was split evenly between the counties, as most of this work plan is common to all with equal effort. The remaining 25% of total cost has been population-weighted due to the varied complexities of the tasks due to size.

The total for each county is summarized in the table below. County payments are expected to be paid up front and in full to SEMCOG before work begins. Please contact SEMCOG Environment and Infrastructure Engineer, Rachael Barlock, at <a href="mailto:barlock@semcog.org">barlock@semcog.org</a> or 313.319.1062 with any questions related to this project.

| County     | Population | Percent of Region | equal split<br>(75% of total) |       |             |              | pop.<br>eighted<br>⁄⁄6 of total) | unty Total<br>SEMCOG |
|------------|------------|-------------------|-------------------------------|-------|-------------|--------------|----------------------------------|----------------------|
| Livingston | 193,866    | 4%                | \$                            | 8,036 | \$<br>753   | \$<br>8,788  |                                  |                      |
| Macomb     | 881,217    | 18%               | \$                            | 8,036 | \$<br>3,421 | \$<br>11,456 |                                  |                      |
| Monroe     | 154,809    | 3%                | \$                            | 8,036 | \$<br>601   | \$<br>8,637  |                                  |                      |
| Oakland    | 1,274,395  | 26%               | \$                            | 8,036 | \$<br>4,947 | \$<br>12,982 |                                  |                      |
| St. Clair  | 160,383    | 3%                | \$                            | 8,036 | \$<br>623   | \$<br>8,658  |                                  |                      |
| Washtenaw  | 372,258    | 8%                | \$                            | 8,036 | \$<br>1,445 | \$<br>9,481  |                                  |                      |
| Wayne      | 1,793,561  | 37%               | \$                            | 8,036 | \$<br>6,962 | \$<br>14,998 |                                  |                      |

| Total Work | \$ | 75,000 |
|------------|----|--------|
|------------|----|--------|

LIVINGSTON COUNTY DATE: August 25, 2025

## Resolution Approving the 2025-2030 Livingston County Materials Management Plan Work Program- DPW/Solid Waste/Planning

WHEREAS, the Livingston County Board of Commissioner's Resolution 2025-01-009 established the Materials Management Planning Committee (MMPC) as a permanent body in accordance with Part 115, Solid Waste Management of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; and

**WHEREAS,** this resolution resolved that the scope of work for the MMPC be approved by the Livingston County Board of Commissioners; and

**WHEREAS,** the MMPC adopted the 2025-2030 Livingston County Materials Management Plan Work Program at its July 22, 2025, meeting; and

WHEREAS, the Department of Environment, Great Lakes and Energy (EGLE) must approve the Work Program of Livingston County prior to Livingston County being able to apply for MMP grants

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the 2025-2030 Livingston County Materials Management Plan Work Program and authorizes the County's Designated Planning Agency to submit to EGLE for their approval.

# # #

MOVED: SECONDED: CARRIED:











# LIVINGSTON COUNTY, MICHIGAN 2025-2030 MATERIALS MANAGEMENT PLAN WORK PROGRAM

**Approved by the Livingston County Materials Management Planning Committee:** 

July 22, 2025

**Approved By the Livingston County Approval Agency:** 

[Date]

This 2025-2030 Livingston County Materials Management Plan Work Program has been prepared, developed, and implemented pursuant to Michigan Public Act 451, Part 115.



#### **LIVINGSTON COUNTY**

#### MATERIALS MANAGEMENT PLANNING COMMITTEE MEMBERS

**REGIONAL PLANNING AGENCY** 

Lindsey Kerkez, Civil Engineer III

Southeast Michigan Council of Governments (SEMCOG)

MATERIAL RECOVERY FACILITY OPERATOR

Julie Cribley, Executive Director

Recycle Livingston

**COUNTY ELECTED OFFICIAL** 

Brian Jonckheere, County Drain Commissioner

Livingston County Drain Commissioner

COMPOST FACILITY/ANAEROBIC DIGESTER

James Tuthill, General Manager

**Tuthill Farms and Composting** 

TOWNSHIP ELECTED OFFICIAL

Kathleen Horning, Treasurer

Hartland Township

INDIVIDUAL GENERATING MANAGED MATERIAL

Paul Sgriccia, P.E., Senior Consultant

PTS Consulting

**CITY OR VILLAGE ELECTED OFFICIAL** 

**Jacob Schlitter, Mayor Pro Tem** 

City of Howell

WASTE DIVERSION/REUSE OR REDUCTION

**Eric Kohart, Recycling Center Coach** 

PADNOS Howell Recycling Center

**ENVIRONMENTAL INTEREST GROUP** 

Sara Thomas, President

**Livingston Land Conservancy** 

MANAGED MATERIAL HAULER

James Richey, Director, Account Management

Recycle Services

REPRESENTATIVE THAT DOES BUSINESS

OR RESIDES IN AN ADJACENT

COMMUNITY OUTSIDE THE PLANNING

**AREA** 

Richard Burns, FESD, Project Consultant

**FK Engineering Associates** 

SOLID WASTE DISPOSAL FACILITY OPERATOR

Tim Krause, Director of Engineering

**Granger Waste Services** 

#### **COUNTY APPROVAL AGENCY**

**Livingston County Board of Commissioners** 

Official Authorized Representative: Jay Drick, Chair

#### **DESIGNATED PLANNING AGENCY**

**Livingston County Department of Planning** 

Designated Planning Agency Representative: Scott Barb, AICP, Director

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#### **BACKGROUND**

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On January 8, 2024, the Director of the Michigan Department of Environment, Great Lakes & Energy (EGLE) initiated the process for each county to prepare a Materials Management Plan, under legislation changes to Michigan Public Act 451, Part 115, which became effective March 29, 2023 (the Act). After approved by EGLE, these plans will replace existing county Solid Waste Plans and transition from a solid waste disposal focus to a new materials management system geared toward seeking alternatives to landfilling, reducing environmental impacts, contributing to a circular economy, and identifying the highest and best use for all materials including recyclables, organics, and solid wastes.

**Task 12: Plan Implementation** 

The following Work Program complies with the Act and may be amended as needed.

#### **Materials Management Plan 5-Year Projected Budget**

Date Prepared: 5/24/2025

Project Name: Livingston County Materials Management Plan

Planning Area: Livingston County, MI

EGLE Materials Management Planning Grant Amount Allowable: \$156,933/ year \*

• Source: https://www.michigan.gov/egle/-/media/Project/Websites/egle/Documents/Programs/MMD/Solid-Waste/Allowable-MMP-Grant-Amount-Per-

County.pdf?rev=9ddb129133ca4adea6500bf2d4f42e2d&hash=96EE29239DB63F45798CFAE01E3FE34C

| PROJECTED REVENUES   |        |           |           |           |                     |          |  |  |
|--|--------|-----------|-----------|-----------|---------------------|----------|--|--|
| Description 2025 2026 2027 2028 2029 (Projected) (Projected) (Projected) (Projected) |        |           |           |           | 2030<br>(Projected) |          |  |  |
| EGLE Grant   | \$0.00 | \$156,933 | \$156,933 | \$156,933 | \$60,000            | \$60,000 |  |  |

**TOTAL** 

REVENUES: \$ 0.00 \$156,933 \$156,933 \$60,000 \$60,000

TOTAL STATE FUNDS: \$590,800.00 (100%)
TOTAL 5-YEAR PROJECTED REVENUES: \$590,800.00 (100%)

| PROJECTED EXPENDITURES – OVERALL 5-YEAR MMP BUDGET  |                |                     |                  |  |  |  |  |
|---|----------------|---------------------|------------------|--|--|--|--|
| Description   | Funding Source | Projected<br>Amount | Actual<br>Amount |  |  |  |  |
| Postage, Mail, Notices                              | MMP EGLE Grant | \$10,000.00         | \$ 0.00          |  |  |  |  |
| Contractual Services                                | MMP EGLE Grant | \$100,000.00        | \$ 0.00          |  |  |  |  |
| Professional Development: Training/Education/SEMCOG | MMP EGLE Grant | \$20,000.00         | \$ 0.00          |  |  |  |  |
| Workshop and Meeting Supplies, Materials            | MMP EGLE Grant | \$20,000.00         | \$ 0.00          |  |  |  |  |
| Implementation                                      | MMP EGLE Grant | \$350.800.00        | \$ 0.00          |  |  |  |  |
| INFLATION (~5% / year):                             |                | \$30.000.00         | \$ 0.00          |  |  |  |  |
| CONTINGENCY (~10%):                                 |                | \$60,000.00         | \$ 0.00          |  |  |  |  |
| TOTAL EXPENDITURES:                                 |                | \$590,800.00        | \$ 0.00          |  |  |  |  |
| TOTAL 5-YEAR PROJECTED EXPENDITURES:                |                | \$590,800.00        |                  |  |  |  |  |

#### PROPOSED MILESTONE SCHEDULE

| Task  |                                 | 2025       |             |             |            | 2026       |             |             |            | 2027       |             |             |            | 2028       |             |             |            | 2029       |             |             |            | 2030       |             |             |            |
|---|---------------------------------|------------|-------------|-------------|------------|------------|-------------|-------------|------------|------------|-------------|-------------|------------|------------|-------------|-------------|------------|------------|-------------|-------------|------------|------------|-------------|-------------|------------|
|   | Completion<br>Date/<br>Deadline | Q1 Jan-Mar | Q2 Apr-June | Q3 July-Sep | Q4 Oct-Dec | Q1 Jan-Mar | Q2 Apr-June | Q3 July-Sep | Q4 Oct-Dec | Q1 Jan-Mar | Q2 Apr-June | Q3 July-Sep | Q4 Oct-Dec | Q1 Jan-Mar | Q2 Apr-June | Q3 July-Sep | Q4 Oct-Dec | Q1 Jan-Mar | Q2 Apr-June | Q3 July-Sep | Q4 Oct-Dec | Q1 Jan-Mar | Q2 Apr-June | Q3 July-Sep | Q4 Oct-Dec |
| Task 1: Planning Process<br>Initiation                  |                                 | ×          | ×           | ×           |            |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 2: Materials<br>Management Planning<br>Committee   |                                 |            | X           | ×           | ×          |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 3: Project<br>Administration                       |                                 | ×          | X           | X           | X          |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 4: Materials<br>Management Planning<br>Grant       |                                 |            |             | ×           | X          | X          |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 5: Materials<br>Management Request for<br>Proposal |                                 |            |             |             | X          | ×          | ×           |             |            |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 6: Plan Project<br>Management                      |                                 |            |             |             |            | ×          | ×           | ×           | ×          |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 7: Data Collection<br>and Discovery Phase          |                                 |            |             |             | a .        | ×          | ×           | ×           | ×          |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 8: Stakeholder<br>Engagement                       |                                 |            |             |             |            | ×          | ×           | ×           | ×          |            |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 9: Analysis and<br>Opportunities Phase             |                                 |            |             |             |            |            | ×           | ×           | ×          | X          |             |             |            |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 10: Prepare Draft<br>Materials Management<br>Plan  |                                 |            |             |             | g .        |            | ×           | ×           | ×          | ×          |             |             |            |            |             |             |            |            |             | 4           |            |            |             |             |            |
| Task 11: Plan Adoption                                  |                                 |            |             |             |            |            |             |             |            | ×          | X           | ×           | ×          |            |             |             |            |            |             |             |            |            |             |             |            |
| Task 12: Plan<br>Implementation                         |                                 |            |             |             |            |            |             |             |            |            |             |             |            | ×          | ×           | ×           | ×          | X          | ×           | ×           | ×          | ×          | ×           | ×           | ×          |

#### **GLOSSARY OF TERMS**

As used in this Materials Management Work Program:

- a. Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (the Act).
- b. **Board of Commissioners (BOC or Board):** the elected governing body authorized to make policy decisions for the county.
- c. County Approval Agency (CAA): the entity that assumes responsibility and is authorized to approve the MMP, by submitting a notice of intent for preparing the MMP. The CAA has been identified as the Livingston County Board of Commissioners.
- d. Cities, Villages and Townships (CVT).
- e. **Designated Planning Agency (DPA):** the agency designated by the CAA that shall serve as the primary government resource in the planning area for the administering and developing the MMP. The DPA has been identified as the Livingston County Department of Planning.
- f. **DPA Representative:** is the specific individual of the DPA designated by the CAA that shall serve as the primary government resource in the planning area for the administering and developing the MMP. The DPA Representative is Scott Barb, Director, Livingston County Department of Planning.
- g. Michigan Department of Environment, Great Lakes & Energy (EGLE): is the primary state agency overseeing the Materials Management planning process and administering the interim final approvals for Solid Waste Processing and Transfer Facilities and the amendments to the Act.
- h. Materials Management Plan (MMP): is the plan that will replace the existing Solid Waste Management Plan after approval from EGLE that seeks adequate materials management capacity for all nonhazardous solid waste generated in the county with a focus on developing strategies to utilize materials to their best and full potential prior to final disposal.
- i. Notice of Intent (NOI).

- = Task In Process
- = Task Not Started

[Agency] = Primary Responsible Party

#### **Task 1: Planning Process Initiation**

#### **▼** TASK 1.1: Plan Initiation [EGLE]

a. Livingston County received an email on December 20, 2023 from Phillip D. Roos, EGLE Director, stating the materials management planning process is to be initiated on January 8, 2024.

#### **▼ TASK 1.2: Accept Role as County Approval Agency (CAA)** [DPA Representative]

- a. On June 10, 2024, the Livingston County Solid Waste Coordinator presented the Proposed Resolution to the Courts, Public Safety and Infrastructure Development Committee for approval and the Courts, Public Safety and Infrastructure Committee recommended the item to BOC.
- b. At a regular meeting on June 24, 2024, the BOC passed a formal resolution (Resolution # 2024-06-084) and accepted responsibilities as CAA.

#### ▼ TASK 1.3: Appoint Designated Planning Agency (DPA) [CAA]

a. At a regular meeting on January 27, 2025, BOC passed a formal resolution (Resolution #2025-01-008) to appoint the Livingston County Planning Department as the DPA. The Planning Department Director, Scott Barb, will serve as the DPA representative.

## ▼ TASK 1.4: Dissolve the Solid Waste Management Committee and Create the Materials Management Planning Committee [CAA]

 At a regular meeting on January 27, 2025, BOC dissolved the Solid Waste Management Committee and created the Materials Management Planning Committee via Resolution 2025-01-009.

#### **▼ TASK 1.5: Correspond with Adjacent Counties** [DPA Representative & CAA]

a. Robert Spaulding, DPW Coordinator, prepared a list of adjacent county DPA Representatives and BOC Chairs and drafted communication and response letters regarding interest for preparing a Multi- County MMP.

Robert Spaulding, DPW Coordinator, sent communication and response letters to adjacent counties indicating that Livingston County intends to prepare a single-county MMP.

- ◆ TASK 1.6: Notify CVTs and Adjacent CVTs [DPA Representative]
  - a. Robert Spaulding, DPW Coordinator, emailed a letter to all Livingston County CVT and adjacent CVT Clerks and Chief Elected Officials about upcoming MMP initiative and requested contact information and future communication notification preference (US Mail and/ or Email).
- TASK 1.7: Notification Contact List [DPA Representative]
  - a. Robert Spaulding, DPW Coordinator, collected and compiled contact information and notification preference (US Mail and/or email) from CVTs and adjacent CVTs.
- ◆ TASK 1.8: Submit Notice of Intent to EGLE [DPA Representative & CAA]
  - a. On July 18, 2024, Carol Jonckheere submitted the MMP Notice of Intent to EGLE.
  - b. Livingston County has 36-months from July 18, 2024 to complete the MMP.
- ◆ TASK 1.9: Distribute Notice of Intent [DPA Representative]
  - a. Rob Stanford, Livingston County Principal Planner, posted a PDF copy of the NOI Submittal to the County's MMP webpage on June 13, 2025
  - b. The NOI legal notice was published in the Livingston Daily Press and Argus on March 6, 2025
  - c. On\_\_\_\_\_\_, DPA Representative mailed and emailed a copy of NOI Submittal to all CVTs and requested the NOI be posted on CVT websites.

#### Task 2: Materials Management Planning Committee

#### **▼ TASK 2.1: Identify Candidates for MMPC** [BOC, CPSID, & DPA Representative]

- a. On March 24, 2025 Natalie Hunt\_issued media release and solicited applications for new MMPC using an online application form posted on the County's website.
- b. No interviews were conducted by the Personnel Committee.
- c. The Personnel Committee made final recommendations to full BOC for MMPC members in each category/sector as required by the Act.

#### **▼ TASK 2.2: Appoint MMPC Members** [CAA]

- At a regular meeting on January 27, 2025, the BOC passed a formal resolution (Resolution #2025-01-009) to dissolve the Solid Waste Committee and establish the Materials Management Planning Committee.
- At a regular meeting on May 12, 2025, BOC passed a formal resolution (Resolution #2025-05-063) to Appoint MMPC members for a five-year term expiring on December 31, 2030..

#### **▼ TASK 2.3: MMPC Administrative Support** [DPA Representative]

- a. DPA Representative to designate staff to provide support to MMPC (e.g. take meeting minutes, reserve and set up meeting room)
- b. DPA Representative to be responsible for setting meeting dates, preparing meeting agendas, preparing and sending all required public notices.

#### ■ TASK 2.4: MMPC Bylaws [DPA Representative, Corporation Counsel, MMPC]

- a. DPA Representative drafted MMPC Bylaws.
- b. MMPC reviewed and adopted Bylaws for the conduct of its business at the <u>June</u> 24, 2025\_ regular meeting.

#### TASK 2.5: MMP Work Program [DPA Representative, MMPC]

- a. DPA Representative prepared draft MMP Work Program.
- b. DPA Representative distributed a copy of draft MMP Work Program to MMPC on TBD and MMPC approved at their regular meeting on TBD.

#### ◆ TASK 2.6: CAA Approves Work Program [DPA Representative]

- a. DPA Representative presented a copy of MMP Work Program to CPSID on <u>TBD</u> for review, approval, and recommend to BOC.
- b. CAA approved the MMP Work Program at their regular meeting on TBD.

- **▼ TASK 2.7: CAA Submits Work Program to EGLE** [DPA Representative & CAA]
  - a. CAA submitted final MMP Work Program to EGLE on <u>TBD in advance of the TBD deadline (180 days after NOI( currently awaiting an extension)).</u>
- TASK 3.1: Develop MMP Webpage [DPA Representative and County Planning Staff]
  - a. DPA Representative worked with County Planning staff develop a new Materials

    Management Plan webpage on Livgov.com with a link to the Materials Management Plan.
  - b. All MM project and plan information will be posted to the following link: https://milivcounty.gov/planning/materials-management-planning/
- TASK 3.2: Identify County Purchasing Department Contact [DPA Representative]
  - a. Identify Purchasing staff assigned to assist with the MMP Grant, MMP RFP Process, and MMP Consultant Contract.
- TASK 3.3: Identify County Fiscal Services Contact [DPA Representative]
  - Identify Fiscal Services staff assigned to assist with MMP Grant and processing payment for MMP Consultant.

#### **Task 4: Materials Management Planning Grant**

- **◆ TASK 4.1: Grant Application Submittal** [DPA Representative]
  - a. Seek Administration, Finance and BOC approval for MMP Grant Application submittal.
- **◆ TASK 4.2: Department Grant Review** [DPA Representative]
  - b. If grant application is approved by EGLE, begin County Department Grant Review Process.
- ◆ TASK 4.3: BOC Committee and Board of Commissioners Approval [DPA Representative]
  - a. Seek CPSID Committee approval and recommend to BOC.
  - b. Seek BOC approval for MMP Grant Acceptance.
- **◆ TASK 4.4: Purchasing Department and Fiscal Services Admin** [DPA Representative]
  - a. Work with Purchasing and Fiscal Services to set up necessary account strings.

#### Task 5: Materials Management Plan Request for Proposal

- TASK 5.1: Prepare Request for Proposal (RFP) [DPA Representative]
- ◆ TASK 5.2: Internal and MMPC draft RFP Review and Approval [DPA Representative]
- ◆ TASK 5.3: Identify RFP Selection Committee Members [DPA Representative]
- TASK 5.4: Issue Request for Proposal on MITN/Bidnet [Purchasing]
- TASK 5.5: Hold Pre-Bid Meeting [DPA Representative]
- TASK 5.6: Proponents Submit Questions via MITN/Bidnet
- TASK 5.7: County Responds to Questions via MITN/Bidnet [DPA Representative]
- TASK 5.8: Proposals Due via MITN/Bidnet
- TASK 5.9: Selection Committee Scores Proposals
- TASK 5.10: Consulting Firm/Team Final Selection Interviews (As Needed)
- TASK 5.11: Notice of Award to Consulting Firm/Team [Purchasing]

#### **Task 6: Plan Project Management**

- ◆ TASK 6.1: Identify Project Manager (PM) [DPA Representative]
- TASK 6.2: Hold Project Kick-Off Meeting [Consultant Team]
- TASK 6.3: Hold Regular Progress Meetings [Consultant Team]
- ◆ TASK 6.4: Prepare a Project Management Plan (PMP) [Consultant Team]
- ◆ TASK 6.5: Prepare a Public Engagement Plan (PEP) [Consultant Team]

#### Task 7: Data Collection and Discovery Phase

- TASK 7.1: Previous Plan/Study Review [Consultant Team]
- ◆ TASK 7.2: Existing Conditions Analysis [Consultant Team]
- ◆ TASK 7.3: Summarize Findings [Consultant Team]

#### Task 8: Stakeholder Engagement

- TASK 8.1: Prepare Online Survey, Focus Group Meetings, Meetings, etc. [Consultant Team]
- TASK 8.2: CVT Staff, Elected Officials, MMPC, BOC, Health Department [Consultant Team]
- TASK 8.3: Adjacent Counties & SEMCOG [Consultant Team]
- TASK 8.4: Waste Haulers [Consultant Team]
- TASK 8.5: Facility Operators, MRF, etc. [Consultant Team]
- TASK 8.6: Metal Waste [Consultant Team]
- ◆ TASK 8.7: Electronic Waste [Consultant Team]
- TASK 8.8: Household Hazardous Waste [Consultant Team]
- TASK 8.9: Yard Waste [Consultant Team]
- TASK 8.10: Food Waste [Consultant Team]
- TASK 8.11: Packaging [Consultant Team]
- TASK 8.12: Businesses/Brokers [Consultant Team]
- ◆ TASK 8.13: Residents [Consultant Team]
- TASK 8.14: Other Products-Textiles, Wood, Rubber Products, etc. [Consultant Team]

#### Task 9: Analysis and Opportunities Phase

- TASK 9.1: Gap Analysis and System Needs Assessment [Consultant Team]
- TASK 9.2: Best Management Practices Evaluation and Recommendations [Consultant Team]
- TASK 9.3: Supporting Policy and Funding Mechanisms Evaluation [Consultant Team]
- TASK 9.4: Draft Model Ordinances/Policies [Consultant Team]

#### Task 10: Prepare Draft Materials Management Plan

- TASK 10.1: Prepare Draft Plan [Consultant Team]
- TASK 10.2: Goals and Objectives [Consultant Team]
- TASK 10.3: Action Plan [Consultant Team]
- TASK 10.4: Prepare Strategy to Implement Plan and How to Fund [Consultant Team]
- TASK 10.5: Prepare Strategy to Identify Responsible Parties to Implement Plan [Consultant Team]
- TASK 10.6: Identify Tasks and Timelines to Meet Plan Goals & Objectives [Consultant Team]
- TASK 10.7: Financial Strategies [Consultant Team]

#### **Task 11: Plan Adoption**

- ◆ TASK 11.1: MMPC Approves Draft MMP [MMPC]
  - a. MMPC reviews and approves the draft MMP for public review and comment for a minimum of 60 days.
- TASK 11.2: Prepare Notice of Draft Plan Review and Public Hearing [Consultant Team]
  - a. Publish the notice in a newspaper, or by electronic media, with major circulation or viewership in the planning area. The notice must state where to find the draft MMP, the end date of the public comment period, and solicit public comment. Online notices must remain posted until the end of the public comment period. This notice may also serve as the public hearing notice.
  - b. The public hearing notice shall be published at least 30 days prior to the public hearing date. Documentation must be provided to EGLE.
- ◆ TASK 11.3: 60-Day Required Public Comment Period [DPA Representative]
  - a. Share the MMP draft for public review and comment for a minimum of 60 days.
- **◆ TASK 11.4: Hold Public Hearing** [MMPC]
  - a. Conduct a public hearing on the MMP during the public comment period.
  - b. A public notice of the hearing must be published at least 30 days prior to the hearing.
- ◆ TASK 11.5: Plan Revisions [DPA Representative]
  - a. After 60-day public comment period, DPA has 30 days to revise MMP (as needed) and send back to MMPC for approval.
- TASK 11.6: Plan Adoption by CAA [CAA]
  - a. CAA Passes Resolution Adopting MMP.
- **◆ TASK 11.7: CVT Approval of MMP** [DPA Representative]
  - a. Send approved MMP to all CVTs in the county for approval by resolution. After 120 days,67% approval is required from CVTs that voted on the MMP
- **◆TASK 11.8: DPA Submits MMP to EGLE for Final Approval** [DPA]

#### Task 12: Plan Implementation

- TASK 12.1: Work Toward Meeting Goals and Objectives [DPA, MMPC, TBD]
- ◆ TASK 12.2: New Program Development or Program Enhancement [DPA/MMPC]
- TASK 12.3: Funding [DPA/MMPC]
- ◆TASK 12.4: Education [DPA/MMPC]
- **◆ TASK 12.5: Outreach** [DPA/MMPC]
- **◆ TASK 12.6: Data Collection, Updates/Maintenance** [DPA]
- ◆TASK 12.7: Partnerships and Collaborations [DPA/MMPC]

RESOLUTION NO: [Title]

**LIVINGSTON COUNTY**DATE: Click or tap to enter a date.

## Resolution Proclaiming September 17 through 23, 2025 as Constitution Week in Livingston County – Board of Commissioners

WHEREAS, in 1955, Daughters of the American Revolution petitioned Congress to set aside September 17-23 annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the US Congress and signed into Public Law on August 2, 1956 by President Dwight D. Eisenhower; and

**WHEREAS,** the aims of the celebration are to emphasize citizen's responsibilities for protecting and defending the Constitution and encourage the study of the historical events which led to the framing of the Constitution in 1787; and

**WHEREAS,** The Constitution of the United States of America, the guardian of our God given liberties, embodies the principles of limited government in a Constitutional Republic dedicated to rule by law; and

**WHEREAS,** September 17, 2025 marks the two hundred and thirty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS,** Livingston County is a 2A and Constitutional County by Board of Commissioners resolutions, endorsed by our Prosecuting Attorney and Sheriff; and

**WHEREAS,** it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

**WHEREAS,** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners by authority vested in the Board of Commissioners as duly elected in our Constitutional Republic do hereby proclaim the week of September 17 through 23, 2025 as **Constitution Week** and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our God given liberties.

# # #

MOVED: SECONDED: CARRIED: