



BOARD OF COMMISSIONERS

REVISED AGENDA

November 5, 2018

7:30 PM

304 E. Grand River, Board Chambers, Howell MI 48843

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

Pages

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CORRESPONDENCE

3

- a. Bay County Resolution #2018-238 Opposing SB 1031
- b. Berrien County Resolution #1810347 Opposing the Legalization of Recreational Marijuana
- c. Houghton County Resolution dated October 16, 2018 Supporting Ojibway Correctional Facility
- d. **ADDED 11/5/2018: Livingston County Planning Commission Resolution to Adopt a New County Master Plan*

5. CALL TO THE PUBLIC

6. APPROVAL OF MINUTES

10

- a. Minutes of Meeting Dated: October 15, 2018
- b. Minutes of Closed Session Dated: October 15, 2018
- c. Minutes of Meeting Dated: October 24, 2018

7. TABLED ITEMS FROM PREVIOUS MEETINGS

8. APPROVAL OF AGENDA

9. REPORTS

a. Environment Health Update

Matt Bolang, Director of Environmental Health

10. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2018-11-173 through 2018-11-176

- | | |
|---|-----------|
| a. 2018-11-173 | 16 |
| Resolution Authorizing a Reduction in the Multiplier Used for Building Permit Fee Calculations and Other Adjustments in the Permit Fees for the Building Department - Building Department | |
| b. 2018-11-174 | 31 |
| Resolution Authorizing Expenditures for West Complex Fiber Upgrade – Information Technology | |
| c. 2018-11-175 | 32 |
| Resolution Restructuring the Deputy County Administrator Role –Administration | |
| d. 2018-11-176 | 33 |
| Resolution Authorizing an Agreement with the Economic Development Council to Provide Support for County-wide Assistance from 2019-2021 – Administration | |

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2018-11-177 and 2018-11-179

- | | |
|---|-----------|
| a. 2018-11-177 (Roll Call) | 39 |
| Resolution to Authorize a Third Quarter Supplemental Appropriation to the Fiscal-Year 2018 Budget – Administration | |
| b. 2018-11-178 | 44 |
| Resolution Approving Appointments to Livingston County Boards and Committees - Board of Commissioners | |
| c. 2018-11-179 | 45 |
| Resolution Approving the Tentative Agreement between the Livingston County Board of Commissioners and the Michigan Association of Fire Fighters Representing Paramedics | |

12. CALL TO THE PUBLIC

13. ADJOURNMENT

BAY COUNTY BOARD OF COMMISSIONERS

OCTOBER 9, 2018

RESOLUTION IN OPPOSITION TO SENATE BILL 1031, A BILL TO AMEND 1893 PA 206, ENTITLED,
 "THE GENERAL PROPERTY TAX ACT, "(MCL 211.1 to 211.155)
 By adding section 9p

BY: BAY COUNTY BOARD OF COMMISSIONERS

WHEREAS, Senate Bill (SB) 1031 seeks to amend the General Property Tax Act to exempt qualified utility personal property from the collection of taxes under the Act; and

WHEREAS, "Qualified utility personal property" under the Act would include both the following utility personal property: electric transmission and distribution systems, substation equipment, spare parts, gas distribution systems, water transmissions and distribution systems, gas storage equipment, and transmission lines of gas or oil transporting companies; that was initially installed in the State after December 31, 2017; and

WHEREAS, SB 1031 in its present form as introduced on May 29, 2018, will impose a financial burden on Bay County and its local units, as it will not only reduce personal property tax revenues in 2019, but every year thereafter those annual losses will continue to increase; and

WHEREAS, SB 1031 in its present form as introduced on May 29, 2018, that the Bay County Board of Commissioners supports the concerns of its Townships and the position taken of the Michigan Township Association; and

WHEREAS, SB 1031 was reported favorably by the Senate Committee on Finance without amendment for immediate effect to the Committee of the Whole on June 6, 2018; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners does hereby oppose SB 1031; Be It Further

RESOLVED That this resolution will be forwarded to all counties in Michigan, State Representatives Brian Elder and Gary Glenn, State Senator Mike Green, Governor Rick Snyder, the Michigan Townships Association, the Michigan Municipal League, and the Michigan Association of Counties.

THOMAS M. HEREK, CHAIR
 AND BOARD

Duranczyk - Opposition to SB 1031

Resolution sponsored by Commissioner Michael J. Duranczyk, 1st District

MOVED BY COMM. DURANCZYK

SUPPORTED BY COMM. BEGICK

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK	X			KIM J. COONAN	X			MICHAEL E. LUTZ	X		
ERNIE KRYGIER	X			THOMAS M. HEREK	X						
VAUGHN J. BEGICK	X			TOM RYDER	X						

NOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: X YEAS 7 NAYS 0 EXCUSED 0

DISPOSITION: ADOPTED X DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____

October 18, 2018

THE HONORABLE BOARD OF COMMISSIONERS OF BERRIEN COUNTY MICHIGAN:
respectfully recommends the adoption of the following:

Resolution Opposing the Legalization of Non-Medical and Recreational Marijuana

WHEREAS, proposals to legalize the general use of marijuana are being placed on the ballot in communities across Michigan; and

WHEREAS, there is significant evidence demonstrating that non-medical or recreational use of marijuana has a profoundly negative impact on our youth, particularly teenagers; and

WHEREAS, *the National Survey on Drug Use and Health* reports that since Colorado, Washington, Oregon, Alaska and the District of Columbia (Washington, DC) legalized marijuana, past-month use of the drug has continued to rise above the national average among youth aged 12-17 in all five jurisdictions; and

WHEREAS, *The National Institute on Drug Abuse* reports that one in six teens that use marijuana become addicted to its use; and

WHEREAS, *Monitoring the Future, 2013* reports that in states where medical marijuana use has been legalized, about one third of 12th graders reported access to another person's medical marijuana supply; and

WHEREAS, *Rocky Mountain HIDTA, 2015* reports that there was a 40 percent increase in drug-related suspensions and expulsions in Colorado from school year 2008/2009 to 2013/2014; and

WHEREAS, *National Highway Traffic Association* reports that driving under the influence of marijuana is associated with an increased risk of car crashes, especially fatal crashes; and

WHEREAS, the *University of Colorado, Denver* reports that marijuana-impaired driver related fatalities have risen 114% in Colorado since that state legalized the use of marijuana; and

WHEREAS, *Join Together* reports that the active ingredient in marijuana, Tetrahydrocannabinol(THC), has increased significantly from an average of 1% in 1970 to 30% in 2013, making today's marijuana an alarmingly more potent drug; and

WHEREAS, general marijuana use and possession is not permitted by federal and state law; and

WHEREAS, it is not possible to foresee and mitigate all the associated risks and impact to our communities through the legalization of marijuana for general use; and

JBH 10-18-18

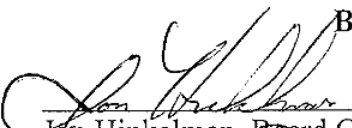
WHEREAS, Berrien County recognizes the need to educate all sectors of our community regarding the dangers of non-medical marijuana use; and

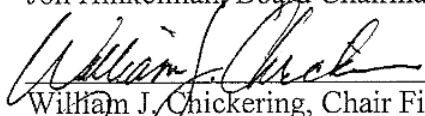
WHEREAS, it is crucial that Berrien County maintain a healthy and drug free workforce.

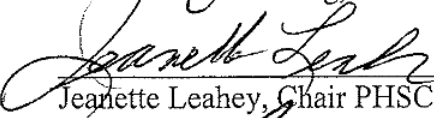
NOW, THEREFORE, BE IT HEREBY RESOLVED that the Berrien County Board of Commissioners is opposed to the legalization of marijuana for non-medical, recreational and general use.

BE IT FURTHER RESOLVED that the Berrien County Board of Commissioners encourages other communities to oppose the legalization of marijuana for general use including the adoption of similar resolutions in opposition to the legalization of non- medical marijuana

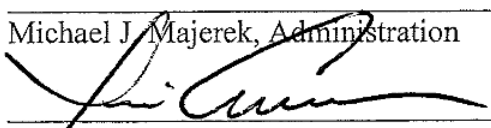
Respectfully submitted,
BERRIEN COUNTY BOARD OF COMMISSIONERS

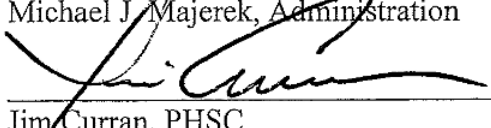

Jon Hinkelman, Board Chairman

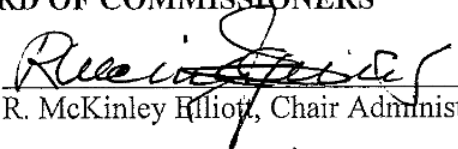

William J. Chickering, Chair Finance

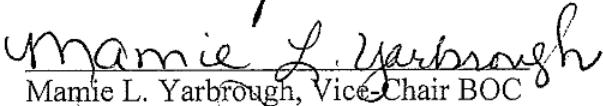

Jeanette Leahey, Chair PHSC

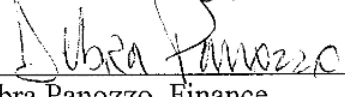

Ezra A. Scott, Finance

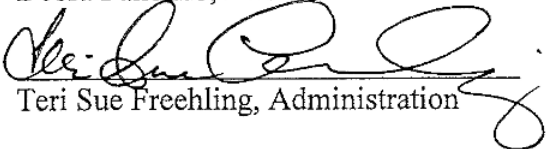

Michael J. Majerek, Administration


Jim Curran, PHSC

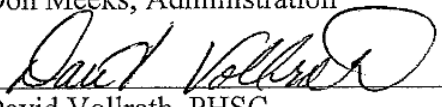

R. McKinley Elliott, Chair Administration


Mamie L. Yarbrough, Vice-Chair BOC


Debra Panozzo, Finance


Teri Sue Freehling, Administration


Don Meeks, Administration


David Vollrath, PHSC



RESOLUTION SUPPORTING OJIBWAY CORRECTIONAL FACILITY

WHEREAS, the State of Michigan Department of Corrections (DOC) has announced that the Ojibway Correctional Facility (OCF) in Marenisco Township, which is in Gogebic County, will be closed effective December 1, 2018; and

WHEREAS, the Gogebic County Facility is one of many historical examples of where a U.P. county stepped up to help the State by agreeing to place a prison in their area despite local resident opposition; and

WHEREAS, the OCF has been one of the most effectively operated prison facilities among the DOC's facilities; and

WHEREAS, OCF employs approximately 210 employees, and the payroll of those employees has a large economic impact, over \$55 million, on the County, as well as significant future impact on overcrowding of its county jail; and

WHEREAS, one of the factors used to determine which facility would be closed was the distance that family has to travel to visit their loved ones at OCF; and

WHEREAS, the Department of Corrections has Upper Peninsula prison inmates within the system, scattered throughout the DOC facilities; and

WHEREAS, if one of the factors in determining the OCF closure was distance to visit inmates, then obviously Upper Peninsula facilities should be utilized for housing of Upper Peninsula prison inmates.

THEREFORE BE IT RESOLVED, the Houghton County Board of Commissioners strongly favors the continued operation of the Ojibway Correctional Facility in Marenisco Township, Gogebic County, Michigan, as a vital facility for the DOC and housing unit for Upper Peninsula prison inmates, and

BE IT FUTHER RESOLVED, that before any further Upper Peninsula prison is proposed for closure including the Ojibway Prison, an independent economic impact analysis must be conducted and funded by the State of Michigan. The State of Michigan shall also be required to provide adequate financial resources and economic aid and a facility re-use plan to mitigate the economic impact, loss of jobs, loss of local tax revenues and subsequent overcrowding of local county jails.

BE IT FINALLY RESOLVED, that a copy of this resolution be sent to U.P. Legislators, Governor Snyder, the MDOC Director and all Upper Peninsula counties.

STATE OF MICHIGAN)
)ss.
COUNTY OF HOUGHTON)

I, JENNIFER LORENZ, Clerk of the Houghton County Board of Commissioners and Clerk of the County of Houghton, do hereby certify that the above Resolution was duly adopted by the said Board on October 16, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of Houghton, Houghton, Michigan, this 17th day of October, 2018.

Jennifer Lorenz
Houghton County Clerk



Livingston County Department of Planning

Kathleen J. Kline-Hudson
AICP, PEM
Director

Robert A. Stanford
AICP, PEM
Principal Planner

Scott Barb
AICP, PEM
Principal Planner

TO: Livingston County Municipal Legislative Bodies, Contiguous
Municipal Legislative Bodies, Livingston County Board of
Commissioners, Southeast Michigan Council of Governments,
Public Utility Companies and Railroad Companies

FROM: Livingston County Planning Department
Kathleen Kline-Hudson, Director

DATE: October 26, 2018

RE: Adoption of 2018 Livingston County Master Plan

On October 17, 2018, the Livingston County Planning Commission held a public hearing to receive comments on the Draft 2018 Livingston County Master Plan. There were no substantive plan revisions received at the hearing, although there were many comments of support. Therefore, at the conclusion of the public hearing, the Livingston County Planning Commission adopted the plan during the course of the regular Planning Commission meeting agenda.

Please see the Livingston County Planning Department website at:
<https://www.livgov.com/plan/Pages/2018-Livingston-County-Master-Plan.aspx>
for a link to the complete draft of the plan. The 2018 Livingston County Master Plan is a web-based plan that contains many web links to trends and best practices. To be fully effective, this plan must be viewed and utilized digitally, although the plan can be downloaded and printed by the user.

Livingston County Planning Staff and Planning Commissioners wish to thank you for your participation in the process of creating this important community document. If you have any questions regarding this correspondence, please contact Livingston County Planning Department.

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

●
(517) 546-7555
Fax (517) 552-2347

●
Web Site
livgov.com

RESOLUTION

LIVINGSTON COUNTY PLANNING COMMISSION LIVINGSTON COUNTY, MICHIGAN

LIVINGSTON COUNTY PLANNING COMMISSION RESOLUTION TO ADOPT A NEW COUNTY MASTER PLAN

OCTOBER 17, 2018

WHEREAS, Livingston County Planning Department and the Livingston County Planning Commission has prepared a proposed Master Plan for the future use, development, and preservation of lands within the County in accordance with the procedures set forth in Michigan Planning Enabling Act, Public Act 33 of 2008, as amended, MCL 125.3801 et seq (the "Act"); and

WHEREAS, the Livingston County Planning Commission finds that the proposed Master Plan is desirable and proper and furthers the future use, development and preservation goals and strategies of the County; and

WHEREAS, on October 17, 2018, the Livingston County Planning Commission held a duly noticed public hearing to consider approval of the proposed Master Plan in accordance with the Act; and

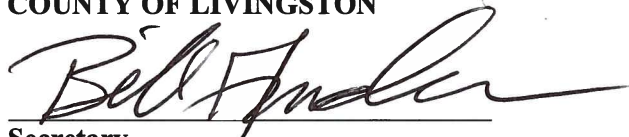
WHEREAS, the Livingston County Planning Commission now desires to approve the proposed Master Plan.

THEREFORE, BE IT RESOLVED,


1. The Planning Commission hereby approves the Master Plan attached hereto as Exhibit A.
2. The Secretary of the Planning Commission shall submit a copy of the Master Plan to the Livingston County Board of Commissioners.
3. The Master Plan shall be effective as of the date of adoption of this resolution.

YEAS: 6
NAYS: 0

STATE OF MICHIGAN
COUNTY OF LIVINGSTON



Secretary
Livingston County Planning Commission



Chair
Livingston County Planning Commission



Director
Livingston County Department of Planning

DATE OF ADOPTION: 17 October 2018

**LIVINGSTON COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES**

October 15, 2018, 7:30 p.m.
304 E. Grand River, Board Chambers, Howell MI 48843

Members Present: D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte,
C. Griffith, and G. Childs

1. CALL MEETING TO ORDER

The meeting was called to order by the Chairperson, Don Parker at 7:30 pm.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

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

4. CORRESPONDENCE

1. Alger County Resolution 2018-10 Opposing HB 5752 & 5753
2. Alger County Resolution 2018-11 Opposing HB 6049 & SB 1025
3. Alger County Resolution 2018-12 Opposing SB 1031
4. Alger County Resolution 2018-13 Opposing the Legalization of Marijuana for Recreational Use
5. Alger County Resolution 2018-14 Development of an Additional Lock

Motion to receive and place on file the correspondence.

It was moved by G. Childs

Seconded by C. Griffith

MOTION Carried (9-0-0)

5. CALL TO THE PUBLIC

None.

6. APPROVAL OF MINUTES

1. Minutes of Meeting Dated: October 1, 2018
2. Minutes of Meeting Dated: October 10, 2018

Motion to approve the minutes as presented.

It was moved by R. Bezotte

Seconded by C. Griffith

MOTION Carried (9-0-0)

7. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

8. APPROVAL OF AGENDA

Motion to approve the revised Agenda as presented.

It was moved by C. Griffith

Seconded by G. Childs

MOTION Carried (9-0-0)

9. REPORTS

Chairperson Parker remarked on the recent Livingston County EMS deployment of two ambulances and personnel to assist the victims of Hurricane Michael.

Commissioner Dolan updated the Board on the Sheriff's storage facility and 911 building project.

Commissioner Bezotte thanked the Veterans Committee for their dedication and friendly employees.

Commissioner Helzerman remarked on a daily open door prayer session held at his church from 11-2 p.m. and hoped more of the community would come together and pray.

9.a. Community Mental Health Update

Connie Conklin, Executive Director

Connie Conklin, Executive Director, presented her budget/program update and provided a handout.

9.b PFAS Update

Matt Bolang, Director of Environmental Health

Matt Bolang, Director of Environmental Health, updated the Board regarding the PFAS contamination. In his professional opinion, there is no additional action the Board should take at this time in regards to this matter.

9.c Veterans' Services Committee Financial Report

Hansel Keene, Veterans' Services Committee Chairman

Committee members and Livingston County Treasurer Jennifer Nash presented an overview of the Veterans' Committee day-to-day services and financials.

10. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2018-10-169 and 2018-10-170

10.a 2018-10-169

Resolution Amending Resolution 2018-02-027 Approving Updated L.E.T.S. Title VI Program Required by the Federal Transit Administration (FTA) - L.E.T.S.

10.b 2018-10-170

Resolution Appointing the Livingston County Animal Shelter Director – Administration

Motion to approve the resolutions on the Consent Agenda.

It was moved by R. Bezotte

Seconded by W. Green

Roll Call Vote: Yes (9): D. Parker, D. Dolan , K. Lawrence , W. Green , D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs; No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2018-10-171 and 2018-10-172

11.a 2018-10-171

Resolution Authorizing Livingston County to Join the Michigan Association of Counties in a Suit against the Michigan Indigent Defense Commission - Administration

Motion to adopt the Resolution.

It was moved by D. Domas

Seconded by D. Helzerman

Discussion

MOTION Carried (9-0-0)

11.b 2018-10-172 (Roll Call)

Resolution for the Annual 2018 Apportionment Report - Equalization

Motion to adopt the Resolution.

It was moved by D. Domas

Seconded by K. Lawrence

Discussion

Roll Call Vote: Yes (9): D. Parker, D. Dolan , K. Lawrence , W. Green , D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs; No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

12. CALL TO THE PUBLIC

Mike Tipton, Howell Township, commented on the Veterans' Committee.

Dale Brewer, DAV 125, commented on the Veterans' Committee.

Judith Minton, Howell Township,, commented on the Veterans' Committee.

Theresa Ariss, Oceola Township, invited everyone to attend the Homeless Awareness event scheduled for Wednesday, November 14, 2018 at the Howell Opera House from 5-6:30 p.m.

Denny Robinson, Veterans' Coordinator, commented on the Veterans' Committee.

Kristina Drake, Hamburg Township, commented on the Veterans' Committee.

Kasey Helton, Marion Township, commented on the Veterans' Committee.

Jim Pratt, Oceola Township, commented on the Veterans' Committee.

Theresa Ariss, Oceola Township, invited everyone to attend the upcoming Housing Stability Task Force meeting a 1 p.m. meeting on Tuesday, November 13, 2018 located in the East Complex, Room B.

Kasey Helton, Marion Township, would like to see the Veterans' Committee meeting scheduled posted on the county website.

Larry Goka, Oceola Township veteran, also remarked on praying for the upcoming election.

13. CLOSED SESSION

Discuss pending litigation regarding case #18-29991-CZ pursuant to MCL 15.268(e)

Motion to recess to Closed Session at 10:02 p.m.

It was moved by D. Domas

Seconded by D. Helzerman

Roll Call Vote: Yes (9): D. Parker, D. Dolan , K. Lawrence , W. Green , D. Domas, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs; No (0): None; Absent (0): None.

MOTION Carried (9-0-0)

Motion to return to Open Session at 10:29 p p.m.

It was moved by G. Childs

Seconded by D. Dolan

MOTION Carried (9-0-0)

Motion to follow legal counsel's recommendation.

It was moved by D. Domas

Seconded by R. Bezotte

MOTION Carried (9-0-0)

14. ADJOURNMENT

Motion to adjourn the meeting at 10:30 p.m.

It was moved by D. Helzerman

Seconded by K. Lawrence

MOTION Carried (9-0-0)

Amy L. Kotesich, Deputy County Clerk
Livingston County

LIVINGSTON COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

October 24, 2018

IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE

304 E. Grand River, Board Chambers, Howell MI 48843

Members Present	D. Parker, D. Dolan, K. Lawrence, W. Green, D. Helzerman, R. Bezotte, C. Griffith, and G. Childs
Members Absent	D. Domas

1. CALL MEETING TO ORDER

The meeting was call to order by Commissioner Parker at 8:43 a.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Indicated the presence of a quorum.

4. CALL TO THE PUBLIC

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By G. Childs

Seconded By D. Dolan

Motion Carried (8-0-1)

6. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS

Dated: October 24, 2018

Motion to approve the Claims.

Moved By R. Bezotte

Seconded By W. Green

Motion Carried (8-0-1)

7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES

Dated: October 11 through October 24, 2018

Motion to approve the Payables.

Moved By C. Griffith

Seconded By G. Childs

Motion Carried (8-0-1)

8. CALL TO THE PUBLIC

None.

9. ADJOURNMENT

Motion to adjourn the meeting at 8:44 a.m.

Moved By D. Dolan

Seconded By G. Childs

Motion Carried (8-0-1)

Elizabeth Hundley, Livingston County Clerk

RESOLUTION

NO: 2018-11-173

LIVINGSTON COUNTY

DATE: November 5, 2018

Resolution Authorizing a Reduction in the Multiplier Used for Building Permit Fee Calculations and Other Adjustments in the Permit Fees for the Building Department

WHEREAS, Public Act 230, *aka the Construction Code Act*, requires that permit fees “bear a reasonable relation to the cost” of services; and

WHEREAS, the Building Department currently operates with approximately half the staffing level of the previous high growth year of 2005 / 2006 and current department permit activity and inspections have increased exponentially each year since 2010; and

WHEREAS, although the new construction permit fee multiplier was reduced by 25% in 2017, due to higher efficiencies combined with increased activity, the department fund balance is still at an amount which justifies adjustments in the permit fees; and

WHEREAS, the Building Official recommends another 25% reduction in the multiplier used for building permit fee calculations in addition to other adjustments in the permit fees for the Building Department as outlined in the attached Building Department Fee Schedule.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the recommendation of the Building Official to lower the multiplier by 25% that is used in the calculations for new construction permit fees until December 31, 2021, after which time the multiplier will return to the current rate and all other fee adjustments will remain lowered.

BE IT FURTHER RESOLVED that the Building Department permit fees will be as outlined in the attached Building Department Fee Schedule.

BE IT FURTHER RESOLVED that these permit fees will take effect on December 1, 2018.

#

#

#

MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF BUILDING INSPECTION

2300 E. Grand River, Suite 104
Phone: 517.546-3240 Fax: 517.546.7461
Web Site: livgov.com/building

DATE: September 25, 2018

TO: LIVINGSTON COUNTY BOARD OF COMMISSIONERS

FROM: Jim Rowell, Building Official

RE: REDUCTION OF PERMIT FEES

History of Legal Use of Permit Fees:

Permit revenue can only be used to fund building department operations. A building department should operate within its means however building departments are not allowed to make a profit.

PA230 of 1972 AKA, the Construction Code Act states in part:

“125.1522 Fees; state construction code fund; fund for purchase and sale of codes and standards. Sec. 22.

(1) The legislative body of a governmental subdivision shall establish reasonable fees to be charged by the governmental subdivision for acts and services performed by the enforcing agency or construction board of appeals under this act, which fees shall be intended to bear a reasonable relation to the cost, including overhead, to the governmental subdivision of the acts and services, including, without limitation, those services and acts as, in case of an enforcing agency, issuance of building permits, examination of plans and specifications, inspection of construction undertaken pursuant to a building permit, and the issuance of certificates of use and occupancy, and, in case of a board of appeals, hearing appeals in accordance with this act. The enforcing agency shall collect the fees established under this subsection. The legislative body of a governmental subdivision shall only use fees generated under this section for the operation of the enforcing agency or the construction board of appeals, or both, and shall not use the fees for any other purpose.”

In 2016, the building department lowered the multiplier used to calculate permit fees by 25%. In 2017, the department:

- Lowered the multiplier used to calculate permit fees by another 25%
- Reduced the majority of fixture based fees
- Created a sliding fee scale for higher valued commercial projects.
- Eliminated unnecessary permits such as replacement windows and doors

The purpose of the fee reductions are to lower the increasing fund balance. However, permit revenue for the first three quarters of 2018 has resulted in an additional increased revenue adding to the fund balance. Therefore we propose to reduce the fees once again. Prior to reducing fees this time, we have analyzed our fee structure and compare it to the effort required to issue and complete each permit to determine where fees may be the most excessive. Our goal is not only to reduce permit

revenue, but match revenue with staff effort. We have determine the following changes would be appropriate.

1. Reduce the Overhead Multiplier:

Fees for calculated construction projects are based on values established by the International Code (ICC) standards. The department is currently using the February 2011 valuation data. Once a project value is determined, the permit value is calculated using a multiplier that represents the building department's overhead i.e. the cost of providing services. We propose to reduce this multiplier 25% from .00356 to .00267. This change in the multiplier will lower the fees for all new buildings, residential and commercial construction which result in an increase in size or footprint. The multiplier will be reduced from .00356 to .00267. This fee adjustment will affect:

- New residential buildings and residential additions
- New commercial buildings and commercial additions
- New garages, pole barns and storage type buildings

The process to calculate a new construction project is:
ICC Data Valuation * the square footage of the proposed project * the overhead multiplier.

To illustrate the impact of the lower fees on our customers, permits for 3 typical projects commonly reviewed and permitted by the building department have been calculated below. Two are single family residential homes with garages and 1 is a new commercial retail / retail building.

Project #1
2000 square foot single family home
2000 square foot unfinished basement
600 square foot garage
Permit fee with current multiplier \$809
Permit fee with new multiplier \$607
Difference -\$202

Project #2
3500 square foot single family home
3500 square foot finished basement
800 square foot garage
Permit fee with current multiplier \$1868
Permit fee with new multiplier \$1401
Difference -\$467

Project #3
12,000 square foot, commercial retail store
Permit fee with current multiplier \$4544
Permit fee with new multiplier \$3408
Difference -\$1136

2. Reduce the fixture based fees

Fees for mechanical and electrical permits are fixture based. The revenue for these types of permits account for approximately 29% of our revenue but with much less effort. Most of these permits require only 1 or 2 inspections to complete.

Resolution Summary:

We are respectfully requesting approval to amend the fees as described above. We hope to reduce the fund balance and create fees that more closely represent the department's efforts. A new proposed fee schedule is included in an attachment.

Respectfully,

Jim Rowell
Building Official

Livingston County Building Department

Fee Schedule



Effective December 1st, 2018

**LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE
EFFECTIVE DECEMBER 1st, 2018**

INDEX

Section	Page
Policies	1-2
Plan Review Fees	3
Permit Fees	4-5
Electrical Fixture Based Fees	6
Mechanical Fixture Based Fees	7
Plumbing Fixture Based Fees	8-9

LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE

EFFECTIVE DECEMBER 1st, 2018

Policies and Procedures

Permits Expiration

Permits will expire when inactive for 180 days. Activity is determined by inspection requests. When an inspection has been approved, permits will be extended for an additional 180 days for that trade (only). If an inspection does not pass, the permit expiration will not be extended.

Permit Extensions

Building Permits can be extended 1 time at no cost for 180 days with good cause demonstrated to the building official. Additional extensions will be decided on a case by case basis as decided by the code official. Expired permits cannot be extended. Extended permits must be reviewed prior to approval.

Permit Cancellation Refund Policy for Projects Not Started

Full refunds will be issued for permits where work has not begun. Plan review fees are non-refundable unless the permit is withdrawn prior to the beginning of the plan review.

Approved Permits Not Picked Up

Staff will call the applicants at the time permits have been reviewed and approved for issuance. The department will hold these permits for 180 days. After that time, the department will contact the applicant. If contact cannot be made, the permit will be nullified and the documents will be shredded. No refunds will be given on completed plan reviews. Future submissions will be the same as required for new applications.

Re-inspection Fees

A re-inspection fee of \$50 will be applied to all trades for work that is incomplete, incorrect, not ready or when the inspector is locked out. The Building Official or his designee can waive the fee for good cause.

Permit Transfer Policy

Definition: When an owner changes contractors for a project that is already permitted by another contractor.

Refunds will be given to the party that paid the fee to the County. The fee will be given based on a percentage of the required inspections not completed. The new contractor must obtain a new permit.

EXAMPLE: Project with 5 required inspections and 2 inspections completed will receive a 60% refund minus the plan review cost. The new contractor taking over the project will be charged 60% of the original permit cost – no plan review fee will be charged unless significant changes are proposed. Cancellations will not be allowed for projects partially built unless another contractor has applied for a permit to take over the project.

Continuation Permit

Definition: A permit that qualifies for a continuation permit is a permit that has expired because of lack of activity and / or a permit that has not been extended and allowed to expire.

Continuation permits for building permits (only) will be \$75 plus the number of required inspections x \$30 each. If a continuation permit is requested in another entities name, the cost and process will be the same fee as required for new work for the unfinished portion (only). After 2 years, the building official may request all new permits at the cost of new permits.

**LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE
EFFECTIVE DECEMBER 1st, 2018**

Policies (continued)

Changes or Modifications to an Existing Permit or a Continuation Permit

If a permit can be modified by a staff member at the counter there will be no charge. If a permit requires changes significant enough to require re-entry into the plan review que, the cost will be determined by the plan reviewer, based on effort, not to exceed \$75.

Adding Additional Work to an Existing Permit or Continuation Permit

If the scope for additional work requires re-entry into the plan review que, the plan review and permit costs will be the same costs as required for new work.

Permit Holder's Agents

Any person applying for or picking up permits on behalf of a permit applicant must present documents authorizing them to act on behalf of the permit applicant for the intended task. The document shall be signed by and dated by the permit applicant and signed and notarized by a licensed Notary Public. The notarized document shall bear the seal or stamp of the Notary. The agent shall present photo identification satisfactory to the building department. The Building Department reserves the right to deny an Agent's request based on incomplete or unclear submittals.

Homeowner's Permit Policy

A permit can be issued to a homeowner for their own use and occupancy if the applicant owns the property and the property is registered in the applicant's name. A copy of the registered deed shall be presented as proof to the building department. Alternatively, the building department may request a certified copy from the register of deeds.

**LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE
EFFECTIVE DECEMBER 1st, 2018**

Plan Review Fees

FIXED PLAN REVIEW FEES

New residential buildings including additions	\$100
Remodeling (including basements)	\$75
Decks	\$75
Pole barns, garages storage buildings	\$50
Modular home	\$75
Modular home set up-in park or acreage	\$50
Pools	\$75
Foundations	\$50
Mobile home foundations and piers	\$50
Demolitions	\$75
Solar panels	\$50
Commercial re-occupancy	\$75
Other projects not listed	\$25

CALCULATED COMMERCIAL PLAN REVIEW FEES

Commercial projects with a construction value of \$50,000 or less	\$75
Commercial projects building permits with a construction value more than \$50,000 up to 2.5 million	.0015 of the project value
Commercial projects with a construction value of \$2.5-\$5 million	\$3750 plus .0005 of valuation over \$2.5 million
Commercial projects with a construction value over \$5 million	\$5000 + .0004 of valuation over \$5 million
Commercial electrical, mechanical, plumbing permits	25% of the building permit plan review value for each trade

LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE

EFFECTIVE DECEMBER 1st, 2018

PERMIT FEES

FIXED RATE PERMIT FEES *

Residential re-roof	\$50
Decks	\$90
Swimming pools –includes fences and covers**	\$60
Hot tubs**	\$50
Mobile home set up	\$100
Mobile home piers only	\$50
Solar panels	\$30
Signs	\$75
Commercial re-occupancy	\$30
Demo-residential & commercial	\$150

*Fees for fixed rate projects will be calculated using the project value or the number of inspections x \$30 whichever is higher

**Swimming pool permits will not be issued unless the electrical, fence or ASTM compliant cover is addressed with and permitted with the pool permit. The fence, electrical or ASTM cover can be issued under different contractor but the fence or ASTM cover permit(s) must be issued prior to issuance of the pool permit.

CALCULATED PERMIT FEES

Calculated permit fees shall be used to determine the permit cost for any residential or commercial project that increases the footprint or residential or commercial remodeling or modifications where the valuation of the work exceeds \$50,000. The formula for calculated fees shall be:

ICC Data Valuation February 2011 x Project square footage x Multiplier (.00356)

EXAMPLE

1200sf first floor	x	101.90	\$122,280.00
1200sf unfinished basement	x	15.00	\$18,000
300sf porch	x	39.06	\$11,718
600sf garage	x	39.06	\$23,436
Total Valuation			\$175,434
Total permit cost = Total Valuation \$175,434 x .00267			\$468*

*Plus plan review fee

ICC Data Valuation 2/2011									
Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	211.15	203.98	198.73	190.05	178.25	173.30	183.31	162.97	156.05
A-1 Assembly, theaters, without stage	193.16	185.99	180.74	172.06	160.31	155.36	165.32	145.04	138.12
A-2 Assembly, nightclubs	163.22	158.56	154.17	148.00	138.96	135.24	142.52	126.06	121.36
A-2 Assembly, restaurants, bars, banquet halls	162.22	157.56	152.17	147.00	136.96	134.24	141.52	124.06	120.36
A-3 Assembly, churches	195.10	187.93	182.68	174.00	162.21	157.26	167.26	146.94	140.02
A-3 Assembly, general, community halls, libraries, museums	163.81	156.64	150.39	142.71	129.91	125.96	135.97	114.63	108.71
A-4 Assembly, arenas	192.16	184.99	178.74	171.06	158.31	154.36	164.32	143.04	137.12
B Business	164.76	158.78	153.49	145.97	132.45	127.63	139.92	116.43	110.93
E Educational	176.97	170.85	165.64	158.05	146.37	138.98	152.61	127.91	123.09
F-1 Factory and industrial, moderate hazard	97.87	93.28	87.66	84.46	75.44	72.26	80.79	62.17	58.48
F-2 Factory and industrial, low hazard	96.87	92.28	87.66	83.46	75.44	71.26	79.79	62.17	57.48
H-1 High Hazard, explosives	91.74	87.15	82.53	78.33	70.49	66.31	74.66	57.22	N.P.
H234 High Hazard	91.74	87.15	82.53	78.33	70.49	66.31	74.66	57.22	52.53

CALCULATED PERMIT FEES (CONTINUED)

LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE

EFFECTIVE DECEMBER 1st, 2018

H-5 HPM	164.76	158.78	153.49	145.97	132.45	127.63	139.92	116.43	110.93
I-1 Institutional, supervised environment	164.82	159.04	154.60	147.90	135.84	132.25	144.15	121.88	117.55
ICC Data Valuation 2/2011 continued									
I-2 Institutional, hospitals	277.07	271.09	265.80	258.28	243.90	N.P.	252.23	227.88	N.P.
I-2 Institutional, nursing homes	193.00	187.02	181.74	174.22	160.98	N.P.	168.16	144.96	N.P.
I-3 Institutional, restrained	187.72	181.73	176.45	168.93	156.64	150.82	162.87	140.63	133.13
I-4 Institutional, day care facilities	164.82	159.04	154.60	147.90	135.84	132.25	144.15	121.88	117.55
M Mercantile	121.57	116.92	111.53	106.36	96.96	94.25	100.88	84.07	80.36
R-1 Residential, hotels	166.21	160.43	155.99	149.29	137.39	133.80	145.70	123.43	119.10
R-2 Residential, multiple family (apartments)	139.39	133.61	129.17	122.47	111.23	107.64	119.54	97.27	92.94
R-3 Residential, one- and two-family (homes)	131.18	127.60	124.36	121.27	116.43	113.53	117.42	108.79	101.90
R-4 Residential, care/assisted living facilities	164.82	159.04	154.60	147.90	135.84	132.25	144.15	121.88	117.55
S-1 Storage, moderate hazard	90.74	86.15	80.53	77.33	68.49	65.31	73.66	55.22	51.53
S-2 Storage, low hazard	89.74	85.15	80.53	76.33	68.49	64.31	72.66	55.22	50.53
U Utility, miscellaneous, garages, pole barns, storage building, porches	71.03	67.02	62.71	59.30	52.86	49.43	56.33	41.00	39.06

Square Foot Construction Costs^{a, b, c, d}

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

**LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE
EFFECTIVE DECEMBER 1st, 2018**

ELECTRICAL FIXTURE BASED PERMIT FEES

Application Fee Require (non-refundable)	\$20*
Air Conditioning	\$10*
Circuits (per circuit)	\$5
Conduit Only/Grounding Only	\$30*
Dishwasher	\$6
Electrical Baseboard Heating Units	\$5
Energy Retrofit-Temp Control	\$30*
Feeders-Bus. Ducts, etc (per 50')	\$5
Fire Alarms (per device) - Commercial only	\$5
Furnace - Unit Heater	\$5
Lift Pumps	\$10*
Light Fixtures (per 25)	\$5
Mobile Home Park Site Feeder Connection	\$5
Pedestals Only	\$10*
Power Outlets (Ranges, Dryers, etc.)	\$5
Recreational Vehicle Park Site	\$5
Units Up to 20 KVA or HP	\$5
Units 21 to 50 KVA or HP	\$5*
Units 51 KVA or HP or Over	\$5*
Service: Temp or Perm - Thru 200 AMP	\$5*
Over 200 AMP Thru 600 AMP	\$10*
Over 600 AMP Thru 800 AMP	\$15*
Over 800 AMP Thru 1200 AMP	\$15*
Over 1000 AMPS (GFI Only - 277 or 480V)	\$30*
Roof Top Units	\$20*
Signs	\$20*
Swimming Pools/Hot Tub	\$25
Additional Inspection	\$20*
Final Inspection	\$30

*Changed from previous fee schedule

**LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE
EFFECTIVE DECEMBER 1st, 2018**

MECHANICAL FIXTURE BASED PERMIT FEES

Application Fee (non-refundable)	\$20*
Residential Heating System (including duct & vent pipe & furnace)	\$30*
Air Cleaner	\$5*
Air Conditioning (Residential)	\$20*
Humidifiers	\$5.00
Fans, Bath & Kitchen Exhaust (Residential)	\$5.00
Fireplace(s) - Gas Burning (Includes Pressure Test and chimney(s))	\$20*
Fireplace(s) - Solid Fuel (includes chimney(s))	\$20*
Gas Pipe - (Per each opening)	\$5.00
Pressure Test	\$10*
Boiler	\$30*
Process Piping - .05 / Foot) - Minimum \$25.00	\$.05 per ft
Duct - (\$.10 / Foot - Minimum \$25.00)	\$.10 per ft
Gas / Oil Burning Equipment New and/or Conversion Units	\$20*
Heat Pumps (Pipe not included)	\$20*
Tanks - Fuel (in or above ground)	\$15*
Chimney-Factory Built Installed Separately	\$10*
Water Heater	\$20*
Roof Top Units	\$50*
Unit Heaters (Terminal Units)	\$20*
Unit Ventilators / Exhaust fans (Commercial)	\$10
Commercial Hoods	\$30*
Refrigeration (Split System)	\$20*
Evaporator Coils	\$20*
Chiller	\$15
Cooling Towers	\$20*
Compressor	\$10*
Heat Recovery Units	\$10
Flue/Vent Damper	\$5
Mobile Home Park Site	\$5
Fire Suppression / Protection \$45.00 minimum plus \$.75 per head	\$.75 per head
V.A.V. Boxes	\$10.00
Additional Inspection	\$20*
Final Inspection	\$30

*Changed from previous fee schedule

LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE
EFFECTIVE DECEMBER 1st, 2018

PLUMBING FIXTURE BASED FEES

Application Fee (non-refundable)	\$30.00
Acid Waste Drain	\$5.00
Autopsy	\$20.00
Bathtub	\$5.00
Bed Pan Washer	\$20.00
Bidet	\$5.00
Condensate Drain	\$20.00
Connection Bldg Drain - Sewer	\$5.00
Connection- Irrigation Sprinkler System	\$25.00
Cuspidor	\$5.00
Dishwasher	\$5.00
Drinking Fountain	\$25.00
Embalming Table	\$20.00
Floor drains, special drains, water connected appliance	\$5.00
Floor Drain	\$5.00
Grease Trap	\$5.00
Laundry Tray / Tub	\$5.00
Lavatories (Bath Sink)	\$5.00
Mobile Home Park Site	\$5.00
Modular Home	\$50.00
Refrigerator	\$5.00
Roof Drain	\$5.00
Sewage Ejectors and / or sumps	\$5.00
Sewers - Residential	\$5.00
Sewers - Commercial	\$1 / Ft
Shower Stall	\$5.00
Sink (other than bath or slop)	\$5.00
Stacks (soil, waste, vent & conductor)	\$4.00
Starch Trap	\$5.00
Sub-soil Drains	\$5.00
Urinal	\$5.00
Washing Machine	\$5.00
Emergency Eye Wash	\$25.00
Emergency Shower	\$25.00
Garbage Grinder	\$5.00
Ice Making Machine	\$5.00
Manholes, Catch Basins	\$5.00
Plaster Trap	\$5.00
Backflow Preventer	\$5.00
Slop Sink	\$5.00
Special / Safety Inspection (ie. Medical Gas)	\$45.00
Toilet(s) - (Water Closets)	\$5.00
Water Connected Dental Chair	\$20.00
Water Connected Sterilizer	\$20.00
Water Connected Still	\$20.00
Water Connection To Carbonated Beverage Dispenser	\$20.00
Water Distribution Pipe - 3/4" System	\$25.00
Water Distribution Pipe - 1" System	\$25.00
Water Distribution Pipe - 1 1/4" System	\$25.00
Water Distribution Pipe - 1 1/2" System	\$25.00
Water Distribution Pipe Over 1 1/2 " System	\$25.00
Water Heater	\$25.00

**LIVINGSTON COUNTY BUILDING DEPARTMENT FEE SCHEDULE
EFFECTIVE DECEMBER 1st, 2018**

Water Outlet Cooler	\$25.00
PLUMBING FIXTURE BASED FEES (Continued)	
Water Outlet Or Connection To Make-up Water Tank	\$25.00
Water Outlet Or Connection To Filters	\$25.00
Water Outlet Or Connection To Heating System	\$25.00
Water Service - Residential	\$25.00
Water Meter - Residential	\$5.00
Water Service - Commercial	\$1 / Ft
Water Meter - Commercial	\$50.00
Water Softener	\$25.00
Additional Inspections	\$30.00
Final Inspection	\$30.00

RESOLUTION

NO: 2018-11-174

LIVINGSTON COUNTY

DATE: November 5, 2018

**Resolution Authorizing Expenditures for West Complex Fiber Upgrade –
Information Technology**

WHEREAS, Livingston County has determined a need for upgrading the west complex fiber network;
and

WHEREAS, after the review of the vendor and infrastructure strategies, it is recommended that a
Purchase Order be issued to AmComm Telecommunications, of Brighton, Michigan, for
an amount not to exceed \$27,426.20; and

WHEREAS, the new 911 Central Dispatch Center information technology infrastructure requires
increased bandwidth to operate optimally; and

WHEREAS, the current fiber infrastructure at the west complex is 30 years old and is incapable of
data speeds required for simultaneous operations of the new 911 Central Dispatch facility,
Judicial Center, Law Center, Animal Shelter, Sheriff Department, and Facility Services;
and

WHEREAS, the demolition of the ASSET building scheduled for February of 2019 will require the
fiber to break thereby interrupting data communication for the entire west complex and
rendering the current multi-mode fiber infrastructure as insufficient; and

WHEREAS, since this project is part of a larger capital construction project, the use of Capital
Improvement funds are being requested in an amount not to exceed \$27,426.20.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby
approves the issuance of a Purchase Order to Amcomm Telecommunications for fiber
connection work at the west complex for an amount not to exceed \$27,426.20.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the
Treasurer to transfer monies from Fund 403 to Fund 636 in an amount not to exceed
\$27,426.20.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2018-11-175

LIVINGSTON COUNTY

DATE: November 5, 2018

Resolution Restructuring the Deputy County Administrator Role –Administration

WHEREAS, Livingston County currently splits the role of Deputy County Administrator between three (3) individuals, that structure was established under the prior County Administrator; and

WHEREAS, the current County Administrator has evaluated this structure and wishes to designate one (1) individual, the County Finance Officer, as the Deputy County Administrator making clear this position is authorized to execute the County Administrator’s authorization under the County Purchasing Policy.

THEREFORE BE IT RESOLVED that Livingston County Board of Commissioners hereby accept the recommendation of the County Administrator to appoint the Finance Officer as the sole Deputy County Administrator and to hereby amend the County’s Purchasing Policy to designate the Deputy County Administrator/Finance Officer with the authority to execute the County Administrator’s responsibilities under said policy in the absence of the County Administrator.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2018-11-176

LIVINGSTON COUNTY

DATE: November 5, 2018

Resolution Authorizing an Agreement with the Economic Development Council to Provide Support for County-wide Assistance from 2019-2021 – Administration

WHEREAS, the EDCLC was formed for the purpose of developing jobs and promoting the economic development of Livingston County; and

WHEREAS, the Economic Development Council of Livingston County (EDCLC) is requesting that Livingston County continue its partnership to promote economic development services with an annual investment of \$175,000; and

WHEREAS, in order to optimize the effectiveness of an economic development effort, it is critical to recognize the need and value of a strong partnership which focuses on global competition and the attraction/retention of high-value, knowledge-intensive, diverse workers; and

WHEREAS, our partnership with the EDCLC has generated millions of dollars in new investment and new job commitments into Livingston County which support more families and local businesses in the community; and

WHEREAS, funding is included in the proposed 2019 General Fund Operating budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a three (3) year contract with the Economic Development Council of Livingston County for the term of January 1, 2019, through December 31, 2021 for an amount not to exceed \$175,000 per year.

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

BE IT FURTHER RESOLVED that the Economic Development Council continue to provide the Livingston County Board of Commissioners with a quarterly report highlighting the identity of current business partnerships, governmental partnerships, and their financial commitments to the SPARK contract including but not exclusive to, financial contributions, in-kind contributions, or expenditures detailing total amount and those who either gave them or in the case of expenditures, those who received them.

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MOVED:
SECONDED:
CARRIED:

**SERVICE AGREEMENT WITH ECONOMIC DEVELOPMENT
COUNCIL OF LIVINGSTON COUNTY**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 between Livingston County, having its offices at 304 E Grand River Ave, Howell, Michigan hereinafter referred to as the "County", and the ECONOMIC DEVELOPMENT COUNCIL OF LIVINGSTON COUNTY, a Michigan non-profit corporation, having its registered office at 218 East Grand River Avenue, Brighton, Michigan, hereinafter referred to as the "EDC."

WHEREAS, in the current economic climate skilled worker shortages and static tax bases are problems which are faced by many counties in Michigan; and

WHEREAS, a coordinated effort on the part of citizens and institutions in Livingston County is desirable in order to solve the above problems and create employment, industrial expansion and to promote the economic well-being and development of Livingston County and of Livingston County; and

WHEREAS, the EDC has been formed for the purpose of developing jobs and promoting the economic development of Livingston County through the cooperation and participation of interested private and public organizations in the County and the County; and

WHEREAS, a coordinated approach to the development of employment and the promotion of economic development for Livingston County will aid Livingston County in its own economic development;

NOW, THEREFORE, for considerations recited herein, the parties agree as follows:

1. The EDC shall act as County's non-exclusive agent with respect to economic development projects in and for the for purposes of promoting both the retention and economic expansion of local business and employment currently located within the County as well as establishing new businesses and employment within Livingston County. The EDC will renew its contract services agreement with Ann Arbor SPARK to provide business retention, expansion and attraction services for three years beginning January 1, 2019.

2. The EDC will review County development policies and procedures and offer recommendations to the County to enhance R & D or industrial development of the type and nature sought by the County Commission and conveyed to the EDC by the County representative, Ken Hinton & Gary Childs.
3. The EDC will prepare focused marketing material to highlight the key demographics and attributes of the County that will be used to introduce the County to EDC's targets and contacts.
4. The EDC will apply their extensive experience and knowledge of incentives and their practical applications and work with County staff to craft development of programs and recommendations that will benefit both private and public sectors for the encouragement of new investment. EDC will also assist the County with any agreements relating to the private and public sector investment.
5. The EDC will visit existing companies to identify their needs and ensure their retention. In addition, the EDC will consult with County staff and/or designated officials to identify attraction targets that will meet the long term needs of the Township as identified.
6. The EDC will actively recruit targets supported by all available resources. Recruitment efforts will be through personal contact, mail, email, economic development events, and industry contacts continually throughout the term of this contract.
7. When it becomes apparent a relocation in the County is imminent, EDC agrees that it will coordinate, facilitate and mediate meetings with the County and the potential target in order to expedite the closing of the transaction.
8. The EDC will provide quarterly updates to the County detailing the economic development services provided each quarter. Quarterly reports will identify all companies visited and report on the EDC's progress toward set goals and potential targets. In addition, these reports will provide partners with updated data and demographics.
9. Amendments to the Scope of Services may be made as necessary, provided that such amendments are agreed to in writing by both parties.
10. Livingston County agrees to pay to the EDC an amount not to exceed \$175,000.00 in 2019, \$175,000.00 in 2020, and \$175,000.00 in 2021; on or before April 15th of each year, for services furnished under this Agreement to be rendered for the calendar year to the County by the EDC which shall specifically report, with documentation, whatever services have been performed and whatever expenses have been incurred on behalf of the County by the EDC for economic development in and for the County in accord with the terms of this agreement.
12. The EDC agrees to keep books, records and accounts which will accurately reflect and document the disposition of all funds coming into and disbursed by the EDC as a result of this

Agreement, to make the same available for inspection by Livingston County during normal business hours.

13. The EDC agrees to hold Livingston County harmless from any and all liability which might result from its activities, and the EDC further agrees to carry such liability insurance naming Livingston County as additional insured, as Livingston County shall deem necessary to insure protection of Livingston County from any and all liability.

14. Within ninety (90) days after the end of the EDC's fiscal year the EDC shall submit to Livingston County a final written statement for all work and services performed under this Agreement. All data and work product related to the activities of the EDC and utilized or developed in performance of work in and for Livingston County shall become the property of Livingston County upon termination of this Agreement.

15. Both parties agree that this Agreement is subject to all applicable ordinances, resolutions and rules of Livingston County, Livingston County, and the State of Michigan.

16. Livingston County shall have the right to review any and all documents or reports as outlined above that are required to be submitted by EDC or its agents. If, at the end of the second year of this Agreement, the County in its sole discretion determines the said documents and records have not been submitted to their satisfaction, or if EDC otherwise fails to produce the said documents and records, the County may, at its option, terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

Livingston County

Ken Hinton, County Administrator

Elizabeth Hundley, Livingston County Clerk

**ECONOMIC DEVELOPMENT COUNCIL
OF LIVINGSTON COUNTY**

Richard Perlberg, EDC Chair

Ronald Long, EDC Vice-President

RESOLUTION

NO: 2018-11-177

LIVINGSTON COUNTY

DATE: November 5, 2018

Resolution to Authorize a Third Quarter Supplemental Appropriation to the Fiscal-Year 2018 Budget – Administration

WHEREAS, the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended; and

WHEREAS, the proposed amendment recognizes actual expenditure activity for the third quarter of 2018 and includes:

- Increase/decreases in departmental expenditures to correspond to actual activity
 - Increase in Board of Commissioners for publications and professional development
 - Increase in Drain for engineering service expenses offset by revenue collected
 - Increase in Professional Services for accountability & transparency dashboard
 - Increase in Purchasing for the CoPro professional services contract
 - Decrease in Court Central Services for the CIP building study
 - Decrease in County Clerk for the CIP Courthouse building security project
- Decreased expenditures for EMS for capital equipment & vehicles and reduction in charges for service revenue
- Increased expenditures for Health for operating equipment
- Increased expenditures for wages charged to Principal Residence Exemption
- Increased expenditures for Building Inspection for office furniture for a Plan Review front counter desk
- Increased expenditures for Airport to adjust to actual activity offset by increased fuel sales
- Increased expenditures for Car Pool for vehicle fuel expense
- Increased expenditures for Benefit fund for health insurance offset by increased reimbursement
- Increase expenditures for newly received Sheriff Federal Traffic Enforcement grant for overtime
- Increase expenditures for Jail Commissary for a storage shed and office floor improvements

THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes the following supplemental appropriations to the Fiscal-Year 2018 Budget as illustrated below:

FUND	Approved 2018 budget	Proposed amendment	Amended 2018 budget
101 - General Fund	\$ 50,055,826	\$ (3,316)	\$ 50,052,510
EMS	\$ 11,461,894	\$ (181,386)	\$ 11,280,508
Health	\$ 3,964,375	\$ 16,565	\$ 3,980,940
Sheriff Federal Grants 23830100	\$ 14,208	\$ 943	\$ 15,151
Principal Residence Exemption	\$ 7,324	\$ 1,076	\$ 8,400
Building Inspection	\$ 3,432,892	\$ 13,313	\$ 3,446,205
Airport	\$ 1,260,857	\$ 206,175	\$ 1,467,032
Jail Commissary	\$ 166,256	\$ 5,404	\$ 171,660
Car Pool	\$ 1,798,059	\$ 129,220	\$ 1,927,279
Benefits	\$ 9,742,700	\$ 300,000	\$ 10,042,700

BE IT FURTHER RESOLVED that the worksheet showing details of the above is available for review in the County Administration Finance office.

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MOVED:
SECONDED:
CARRIED:

EXPENDITURES				
2018 Amended				Proposed Amended
Special Revenue Funds				
21065100	EMS	\$ 11,461,894	\$ (181,386)	\$ 11,280,508
21414100	FOC Family Counseling	\$ 14,000	\$ -	\$ 14,000
21514100	FOC	\$ 2,556,548	\$ 147	\$ 2,556,695
22160100	Health	\$ 3,964,375	\$ 16,565	\$ 3,980,940
23816800	Courts FED Grants	\$ 507,018	\$ -	\$ 507,018
23826717	Family Support	\$ 301,143	\$ -	\$ 301,143
23830100	Sheriff - Federal Grants	\$ 14,208	\$ 943	\$ 15,151
23833100	Sheriff Marine Safety	\$ 7,600	\$ -	\$ 7,600
23842600	FED Emergency Mngmnt	\$ 307,970	\$ -	\$ 307,970
23872100	Planning Federal Grants	\$ 238,000	\$ -	\$ 238,000
23916800	Courts STATE Grants	\$ 557,155	\$ -	\$ 557,155
23926718	Crime Victims Rights	\$ 143,003	\$ -	\$ 143,003
23930100	Sheriff State Grants	\$ 59,229	\$ -	\$ 59,229
23930106	Sheriff Traffic Secondary Roa	\$ 262,001	\$ 1,410	\$ 263,411
23943000	Animal Shelter State Grants	\$ 2,791	\$ -	\$ 2,791
23944100	DPW State Grants	\$ 6,000	\$ -	\$ 6,000
24527800	ROD Survey & Remon	\$ 164,088	\$ -	\$ 164,088
25522300	Princ Res Exemption	\$ 7,324	\$ 1,076	\$ 8,400
25626801	ROD Automation	\$ 296,819	\$ -	\$ 296,819
26132500	911 Central Dispatch	\$ 4,042,113	\$ 610	\$ 4,042,723
26132525	911 Enhanced	\$ 372,249	\$ -	\$ 372,249
26132526	911 Training	\$ 34,000	\$ -	\$ 34,000
26335100	Sheriff CO Training	\$ 21,236	\$ -	\$ 21,236
26530100	Drug Law Enforcement	\$ 4,500	\$ -	\$ 4,500
26630100	DEA Equitable Sharing	\$ 35,081	\$ -	\$ 35,081
26821500	Concealed Pistol Licensing	\$ 133,835	\$ -	\$ 133,835
26914500	Law Library	\$ 6,600	\$ -	\$ 6,600
27830100	Sheriff Victim Svcs Unit	\$ 1,400	\$ -	\$ 1,400
29067000	Social Welfare	\$ 7,100	\$ -	\$ 7,100
29266200	Child Care Juvenile	\$ 2,479,281	\$ -	\$ 2,479,281
29266300	Child Care Social Services	\$ 1,110,000	\$ -	\$ 1,110,000
29368900	Veterans Relief	\$ 68,392	\$ -	\$ 68,392
29568900	Veteran Services	\$ 918,680	\$ 2,175	\$ 920,855
29630100	Criminal Forfeiture	\$ 13,000	\$ -	\$ 13,000
Enterprise Funds				
54237100	Building & Safety	\$ 3,432,892	\$ 13,313	\$ 3,446,205
5780275	Septic Receiving	\$ 1,198,050	\$ -	\$ 1,198,050
58105400	Airport	\$ 1,260,857	\$ 206,175	\$ 1,467,032
58853800	LETS	\$ 4,469,082	\$ 10,384	\$ 4,479,466
59535100	Jail Commissary	\$ 166,256	\$ 5,404	\$ 171,660
Internal Service Funds				
63126500	Facility Services	\$ 3,976,347	\$ 1,026	\$ 3,977,373
63622800	Information Technology	\$ 4,290,617	\$ -	\$ 4,290,617
66126300	Car Pool	\$ 1,798,059	\$ 129,220	\$ 1,927,279
67785200	Benefit Fund	\$ 9,742,700	\$ 3,000,000	\$ 12,742,700

REVENUES				
2018 Amended				Proposed Amended
\$ (10,890,837)	\$ 400,000	\$ (10,490,837)		
\$ (14,000)	\$ -	\$ (14,000)		
\$ (2,483,393)	\$ -	\$ (2,483,393)		
\$ (3,719,778)	\$ (1,260)	\$ (3,721,038)		
\$ (467,764)	\$ -	\$ (467,764)		
\$ (301,143)	\$ -	\$ (301,143)		
\$ (14,208)	\$ -	\$ (14,208)		
\$ (7,600)	\$ -	\$ (7,600)		
\$ (307,970)	\$ -	\$ (307,970)		
\$ (101,339)	\$ -	\$ (101,339)		
\$ (547,000)	\$ -	\$ (547,000)		
\$ (143,003)	\$ -	\$ (143,003)		
\$ (59,229)	\$ -	\$ (59,229)		
\$ (262,001)	\$ -	\$ (262,001)		
\$ (2,791)	\$ -	\$ (2,791)		
\$ (6,000)	\$ -	\$ (6,000)		
\$ (87,425)	\$ -	\$ (87,425)		
\$ (3,800)	\$ -	\$ (3,800)		
\$ (208,000)	\$ -	\$ (208,000)		
\$ (4,224,000)	\$ -	\$ (4,224,000)		
\$ (372,250)	\$ -	\$ (372,250)		
\$ (34,000)	\$ -	\$ (34,000)		
\$ (25,000)	\$ -	\$ (25,000)		
\$ -	\$ -	\$ -		
\$ -	\$ -	\$ -		
\$ (86,200)	\$ -	\$ (86,200)		
\$ (6,600)	\$ -	\$ (6,600)		
\$ (1,500)	\$ -	\$ (1,500)		
\$ (4,500)	\$ -	\$ (4,500)		
\$ (2,479,281)	\$ -	\$ (2,479,281)		
\$ (845,000)	\$ -	\$ (845,000)		
\$ -	\$ -	\$ -		
\$ (1,009,500)	\$ -	\$ (1,009,500)		
\$ -	\$ -	\$ -		
\$ (2,282,468)	\$ -	\$ (2,282,468)		
\$ (1,819,918)	\$ -	\$ (1,819,918)		
\$ (1,276,156)	\$ (206,175)	\$ (1,482,331)		
\$ (3,623,961)	\$ -	\$ (3,623,961)		
\$ (131,850)	\$ -	\$ (131,850)		
\$ (3,664,787)	\$ -	\$ (3,664,787)		
\$ (3,699,266)	\$ -	\$ (3,699,266)		
\$ (1,546,831)	\$ 129,220	\$ (1,417,611)		
\$ (9,727,359)	\$ (300,000)	\$ (10,027,359)		

EXPENDITURES					REVENUES							
2018 Amended				Proposed Amended	2018 Amended				Proposed Amended			
10100001 GF TAXES		\$	-	\$	-	\$	(35,546,351)	\$	-	\$	(35,546,351)	
10110100 GF BOARD OF COMMISSIO	\$	560,202	\$	2,000	\$	562,202	\$	-	\$	-	\$	-
10113100 GF CIRCUIT COURT	\$	1,831,098	\$	-	\$	1,831,098	\$	(173,348)	\$	-	\$	(173,348)
10113600 GF DISTRICT COURT	\$	2,728,731	\$	-	\$	2,728,731	\$	(3,256,372)	\$	-	\$	(3,256,372)
10114800 GF PROBATE COURT	\$	731,529	\$	-	\$	731,529	\$	(220,409)	\$	-	\$	(220,409)
10114900 GF JUVENILE COURT	\$	792,024	\$	512	\$	792,536	\$	(270,634)	\$	-	\$	(270,634)
10115000 GF GUARDIANSHIP	\$	13,200	\$	-	\$	13,200	\$	(13,200)	\$	-	\$	(13,200)
10115100 GF PROBATION	\$	87,238	\$	-	\$	87,238	\$	-	\$	-	\$	-
10116700 GF APPELLATE COURT	\$	68,700	\$	-	\$	68,700	\$	-	\$	-	\$	-
10116800 GF CENTRAL SERVICE JUDICIAL	\$	2,593,400	\$	(38,000)	\$	2,555,400	\$	(732,980)	\$	38,000	\$	(694,980)
10117200 GF COUNTY ADMINISTRAT	\$	638,645	\$	-	\$	638,645	\$	-	\$	-	\$	-
10119200 GF ERP PROJECT	\$	10,000	\$	-	\$	10,000	\$	-	\$	-	\$	-
10121500 GF COUNTY CLERK	\$	527,446	\$	(10,000)	\$	517,446	\$	(164,625)	\$	-	\$	(164,625)
10121599 GF COUNTRY CLERK CIRCU	\$	879,819	\$	-	\$	879,819	\$	(438,100)	\$	-	\$	(438,100)
10122300 GF INTERNAL / EXTERNA	\$	110,715	\$	7,000	\$	117,715	\$	-	\$	-	\$	-
10123300 GF PURCHASING	\$	175,501	\$	12,000	\$	187,501	\$	(6,000)	\$	-	\$	(6,000)
10124800 GF TAX ALLOCATION BOA	\$	1,355	\$	-	\$	1,355	\$	-	\$	-	\$	-
10124900 GF PLAT BOARD	\$	300	\$	-	\$	300	\$	-	\$	-	\$	-
10125300 GF COUNTY TREASURER	\$	1,015,567	\$	-	\$	1,015,567	\$	(97,498)	\$	-	\$	(97,498)
10125700 GF EQUALIZATION	\$	572,320	\$	-	\$	572,320	\$	(25,000)	\$	-	\$	(25,000)
10126100 GF COOPERATIVE EXTENS	\$	235,411	\$	-	\$	235,411	\$	-	\$	-	\$	-
10126200 GF ELECTIONS	\$	260,379	\$	-	\$	260,379	\$	(99,300)	\$	-	\$	(99,300)
10126500 GF FACILITIES SERVICE	\$	72,337	\$	-	\$	72,337	\$	(66,400)	\$	-	\$	(66,400)
10126700 GF PROSECUTING ATTORN	\$	2,209,890	\$	-	\$	2,209,890	\$	-	\$	-	\$	-
10126717 GF PROS. ATTY FAMILY	\$	102,389	\$	-	\$	102,389	\$	-	\$	-	\$	-
10126800 GF REGISTER OF DEEDS	\$	677,521	\$	-	\$	677,521	\$	(2,260,000)	\$	-	\$	(2,260,000)
10126900 GF CIVIL COUNSEL	\$	152,740	\$	-	\$	152,740	\$	-	\$	-	\$	-
10127000 GF HUMAN RESOURCES	\$	683,621	\$	-	\$	683,621	\$	-	\$	-	\$	-
10127500 GF DRAIN COMMISSIONER	\$	2,316,290	\$	15,000	\$	2,331,290	\$	(1,226,580)	\$	(15,000)	\$	(1,241,580)
10130100 GF SHERIFF	\$	7,753,734	\$	32,871	\$	7,786,605	\$	(449,650)	\$	(19,684)	\$	(469,334)
10130106 GF SHERIFF - TRAFFIC	\$	176,345	\$	1,410	\$	177,755	\$	-	\$	-	\$	-
10130143 GF SHERIFF - ANIMAL CNTRL	\$	141,063	\$	(16,819)	\$	124,244	\$	-	\$	-	\$	-
10130500 GF COURT SECURITY	\$	271,615	\$	-	\$	271,615	\$	-	\$	-	\$	-
10135100 GF JAIL	\$	10,462,946	\$	(3,350)	\$	10,459,596	\$	(2,285,608)	\$	-	\$	(2,285,608)
10142600 GF EMERGENCY MNGMT	\$	248,617	\$	441	\$	249,058	\$	(34,019)	\$	-	\$	(34,019)
10143000 GF ANIMAL SERVICES	\$	679,626	\$	131	\$	679,757	\$	(179,800)	\$	-	\$	(179,800)
10144100 GF DEPT OF PUBL WORKS	\$	194,910	\$	-	\$	194,910	\$	(28,329)	\$	-	\$	(28,329)
10144500 GF - DRAINS PUBLIC BE	\$	220,000	\$	-	\$	220,000	\$	-	\$	-	\$	-
10160500 GF CONTAGIOUS DISEASE	\$	4,000	\$	-	\$	4,000	\$	-	\$	-	\$	-
10164800 GF MEDICAL EXAMINER	\$	424,623	\$	549	\$	425,172	\$	(424,623)	\$	-	\$	(424,623)
10164900 GF MENTAL HEALTH	\$	600,470	\$	-	\$	600,470	\$	-	\$	-	\$	-
10167200 GF AGENCY ON AGING	\$	155,326	\$	-	\$	155,326	\$	-	\$	-	\$	-
10172100 GF PLANNING	\$	392,998	\$	-	\$	392,998	\$	(7,000)	\$	-	\$	(7,000)
10172800 GF ECONOMIC DEVELOPME	\$	175,000	\$	-	\$	175,000	\$	-	\$	-	\$	-
10174700 GF COMMUNITY ACTION P	\$	577,117	\$	-	\$	577,117	\$	-	\$	-	\$	-
10185100 GF INSURANCE POLICIES	\$	1,125,000	\$	-	\$	1,125,000	\$	-	\$	-	\$	-
10186100 GF RETIREMENT	\$	2,050,000	\$	-	\$	2,050,000	\$	(2,050,000)	\$	-	\$	(2,050,000)
10187000 GF UNEMPLOYMENT INSUR	\$	22,544	\$	-	\$	22,544	\$	-	\$	-	\$	-
10189900 GF CHARGEBACKS	\$	3,000	\$	-	\$	3,000	\$	-	\$	-	\$	-
10196600 GF APPROPRIATIONS	\$	718,500	\$	-	\$	718,500	\$	-	\$	-	\$	-
10196610 GF APPROPRIATIONS - Court	\$	2,565,458	\$	-	\$	2,565,458	\$	-	\$	-	\$	-
10196641 GF APPROPRIATIONS - Fed Grant	\$	13,939	\$	-	\$	13,939	\$	-	\$	-	\$	-
10196650 GF APPROPRIATIONS - Health	\$	688,292	\$	-	\$	688,292	\$	-	\$	-	\$	-
10196800 GF CONTINGENCIES	\$	342,335	\$	(7,061)	\$	335,274	\$	-	\$	-	\$	-
General Fund Total	\$	50,055,826	\$	(3,316)	\$	50,052,510	\$	(50,055,826)	\$	3,316	\$	(50,052,510)



Memorandum

To: Livingston County Board of Commissioners
From: Cindy Catanach, Deputy County Administrator/Financial Officer
Date: October 18, 2018
Re: Fiscal-Year 2018 Q3 Budget

Attached for your review and consideration is a resolution to approve the 2018 revised budget based on anticipated activity for third quarter of Fiscal-Year 2018. The attached third quarter supplemental appropriation is comprised of the following:

- Increase/decreases in General Fund departmental expenditures to correspond to actual activity
 - Increase in Board of Commissioners for publications and professional development
 - Increase in Drain for engineering service expenses offset by revenue collected
 - Increase in Professional Services for accountability & transparency dashboard
 - Increase in Purchasing for the CoPro professional services contract
 - Decrease in Court Central Services for the CIP building study
 - Decrease in County Clerk for the CIP Courthouse building security project
- Decreased expenditures for EMS for capital equipment & vehicles and a reduction in charges for service revenue
- Increased expenditures for Health for operating equipment
- Increased expenditures for wages charged to Principal Residence Exemption
- Increased expenditures for Building Inspection for office furniture for a Plan Review desk at front counter
- Increased expenditures for Airport to adjust to actual activity offset by increased fuel sales
- Increased expenditures for Car Pool for vehicle fuel expense
- Increased expenditures for Benefit fund for health insurance offset by increased reimbursement
- Increase expenditures for newly received Sheriff Federal Traffic Enforcement grant for overtime
- Increase expenditures for Jail Commissary for a storage shed and office floor improvements

The organization code detail is available in my office. Please feel free to contact me if you have any questions regarding the proposed budget amendment.

RESOLUTION

NO: 2018-11-178

LIVINGSTON COUNTY

DATE: November 5, 2018

**Resolution Approving Appointments to Livingston County Boards and Committees
– Board of Commissioners**

WHEREAS, the term of representatives on the following Livingston County Boards and Committees have expired and/or been vacated; and

WHEREAS, the following appointments have been recommended:

Planning Commission

Claire StevensTerm expires 10.31.2021
Jeanne Clum.....Term expires 10.31.2021

Department of Health & Human Services

Marilyn Hysen.....Term expires 10.31.2021

Community Corrections Advisory Board

Michael Murphy (or Designee)	Sheriff	Term expires 10.31.2022
Hon. Michael Hatty	Circuit Court Judge	Term expires 10.31.2022
Hon. Miriam Cavanaugh	Probate Court Judge	Term expires 10.31.2022
Connie Conklin	Service Area - CMH	Term expires 10.31.2022
William Vaillencourt	Prosecutor	Term expires 10.31.2022
Curtis Griffin	Business Community	Term expires 10.31.2022
Tom Zahon	Probation Agent	Term expires 10.31.2022
Dawn Awery	Workforce Investment Board	Term expires 10.31.2022

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

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2018-11-179

LIVINGSTON COUNTY

DATE: November 5, 2018

Resolution Approving the Tentative Agreement between the Livingston County Board of Commissioners and the Michigan Association of Fire Fighters Representing Paramedics

WHEREAS, negotiations have resulted in a tentative agreement between the Livingston County Board of Commissioners and the Michigan Association of Fire Fighters (hereinafter referred to as “MAFF”), for the period of 1/1/18 through 12/31/20; and

WHEREAS, the Paramedics have ratified the tentative agreement; and

WHEREAS, the modifications to the agreement are consistent with Board policy concerning wages and benefits; and

WHEREAS, the approval of the tentative agreement by the Board of Commissioners is the final action needed to execute this agreement.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the agreement reached with the MAFF and the Livingston County Board of Commissioners for the period of 1/1/18 through 12/31/20.

BE IT FURTHER RESOLVED that the Chair of the Board of Commissioners be authorized to sign all contracts necessary to effectuate this agreement.

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**MOVED:
SECONDED:
CARRIED:**

Livingston County EMS
Post Ratification Mediation
Employer's Mediator Package
October 9, 2018

Section 10.3. Overtime Premium Pay.

A. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek, except that any forced or mandatory holdover before or after the employee's normal work day or any forced or mandatory call in on an employee's normally scheduled off day shall be compensated at two (2) times the employee's normal rate of pay.

B. Notwithstanding the provisions of this section and Section 10.1, similarly qualified employees may trade work days within the pay period and with the approval of the Director or his/her designee, but such trading shall not result in additional overtime compensation. Employees may trade with an open shift on the schedule if no similarly qualified employee is available to trade within a pay period. **The Employer may deny a shift trade when it takes the schedule below minimum staffing or creates an extended shift(s).**

C. There shall be no duplication or pyramiding of premium pay.

Package proposal for settlement purposes. Package includes all previously agreed upon tentative agreements and assumes Union will withdraw and request dismissal with prejudice of MERC Case No. C18 C-016 and Petition for Fact-finding. Final agreement requires approval by the Livingston County Board of Commissioners. & the bargaining unit.

Employer reserves the right to amend, modify, add, and delete a proposal(s).

Livingston County EMS
Employer's Mediator Package

6/26/18

SS 7/3/18

RA 7/3/18

TA 7/3/18

AB 7-3-18

Section 15.0. Classification and Rates.

~~Effective 1/1/2016, the wage scales shall be increased 0%. Effective upon ratification of this agreement by all parties, employees hired on or after 9/1/11 shall be moved to the scale in Attachment 1 previously designated for employees hired before 9/1/11. Employees shall be placed on the same annual step as on their previous scale.~~

~~Effective 1/1/2017, the wage scales shall be increased 1%.~~

Effective 1/1/2017, add a step that is 3% above the 5 year step for those who achieve, fully maintain as current, and provide proof of certification in AHA-approved Pediatric Advanced Life Support (PALS). Increase the additional compensation from 2.5% to 3% for those who possess, achieve, fully maintain as current, and provide proof of certification in UMBC/FP-C. Increase the additional compensation from 2.5% to 3% for those who possess, achieve, fully maintain as current, and provide proof of certification in UMBC PNCCT.

Effective upon ratification by all parties, the wage scales shall be increased 2%, as attached. Employees employed as of the date of ratification by all parties shall receive a one-time only, lump sum payment of \$250, which is not added to base wages.

Effective 1/1/2019, the wage scales shall be increased 2%.

Effective 1/1/2020, the wage scales shall be increased 2%.

Referral Bonus

During the life of this agreement only and expiring December 31, 2020, the Employer shall pay to an employee a referral bonus of \$1,000 for each employee successfully recruited and on-boarded to employment with Livingston County EMS. Referring employee must be currently employed as of the first date of work for the newly recruited employee. The newly recruited employee must pass all background checks and exams, including drug testing. The Employer decision to hire any new recruit or referral is not subject to the grievance procedure. The newly referred and recruited employee must attest in writing as to a single current referring employee.

Section 19. Term of Agreement.

This Agreement shall be in full force and effect from January 1, 2018 2016, to and including December 31, 2020 2017. Not earlier than one hundred twenty (120) days prior to the expiration of the contract, either party may request that the other commence negotiations for a new or modified agreement. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

Package proposal for settlement purposes. Package includes all previously agreed upon tentative agreements and assumes Union will withdraw and request dismissal with prejudice of MERC Case No. C18 C-016. Final agreement requires approval by the Livingston County Board of Commissioners.

Employer reserves the right to amend, modify, add, and delete a proposal(s).

Proposed 2018 EMS Wage Scale 2%

24 Hour

24 Hour

24 Hour

24 Hour

24 Hour

	Paramedic		Single Certification		Dual Certification		MICU Medic		MICU Dual Cert	
	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime
Start	\$12.05	\$18.07	\$12.41	\$18.61	\$12.78	\$19.17				
1 Year	\$13.38	\$20.07	\$13.78	\$20.67	\$14.19	\$21.29	\$15.42	\$23.13	\$15.88	\$23.82
2 Year	\$14.53	\$21.80	\$14.97	\$22.46	\$15.42	\$23.13	\$16.31	\$24.47	\$16.80	\$25.21
3 Year	\$15.38	\$23.07	\$15.84	\$23.76	\$16.31	\$24.47	\$17.12	\$25.68	\$17.63	\$26.45
4 Year	\$16.14	\$24.21	\$16.62	\$24.93	\$17.12	\$25.68	\$17.63	\$26.45	\$18.16	\$27.24
5 Year	\$16.62	\$24.93	\$17.12	\$25.68	\$17.63	\$26.45	\$18.16	\$27.24	\$18.71	\$28.06
6 Year With Pals	\$17.12	\$25.68	\$17.63	\$26.45	\$18.16	\$27.24	\$18.71	\$28.06		
2 Year FTO	\$14.79	\$22.19	\$15.24	\$22.85	\$15.69	\$23.54	\$16.59	\$24.88	\$17.08	\$25.63
3 Year FTO	\$15.63	\$23.45	\$16.10	\$24.16	\$16.59	\$24.88	\$17.39	\$26.09	\$17.91	\$26.87
4 Year FTO	\$16.39	\$24.59	\$16.89	\$25.33	\$17.39	\$26.09	\$17.91	\$26.87	\$18.45	\$27.68
5 Year FTO	\$16.89	\$25.33	\$17.39	\$26.09	\$17.91	\$26.87	\$18.45	\$27.68		
6 Year With Pals	\$17.39	\$26.09	\$17.91	\$26.87	\$18.45	\$27.68	\$19.00	\$28.51		

UMBC/FP-C = An Additional 3.0%
 UMBC PNCCT = An Additional 3.0%
 MICU Medic = An Additional 3.0%

APB 7-3-18
 JF 7/3/18
 JF 7/3/18

12 Hour	12 Hour	12 Hour	12 Hour
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	Paramedic		Single Certification		Dual Certification		MICU Medic		MICU Dual Cert	
	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime
Start	\$17.52	\$26.29	\$18.05	\$27.08	\$18.59	\$27.89				
1 Year	\$19.46	\$29.19	\$20.05	\$30.07	\$20.65	\$30.97				
2 Year	\$21.14	\$31.71	\$21.78	\$32.66	\$22.43	\$33.64	\$22.43	\$33.64	\$23.10	\$34.65
3 Year	\$22.37	\$33.55	\$23.04	\$34.56	\$23.73	\$35.60	\$23.73	\$35.60	\$24.44	\$36.66
4 Year	\$23.47	\$35.21	\$24.18	\$36.26	\$24.90	\$37.35	\$24.90	\$37.35	\$25.65	\$38.47
5 Year	\$24.18	\$36.26	\$24.90	\$37.35	\$25.65	\$38.47	\$25.65	\$38.47	\$26.42	\$39.63
6 Year With Pals	\$24.90	\$37.35	\$25.65	\$38.47	\$26.42	\$39.63	\$26.42	\$39.63	\$27.21	\$40.82
2 Year FTO	\$21.52	\$32.27	\$22.16	\$33.24	\$22.83	\$34.24	\$22.83	\$34.24	\$23.51	\$35.27
3 Year FTO	\$22.74	\$34.11	\$23.42	\$35.14	\$24.13	\$36.19	\$24.13	\$36.19	\$24.85	\$37.28
4 Year FTO	\$23.85	\$35.77	\$24.56	\$36.84	\$25.30	\$37.95	\$25.30	\$37.95	\$26.06	\$39.08
5 Year FTO	\$24.56	\$36.84	\$25.30	\$37.95	\$26.06	\$39.08	\$26.06	\$39.08	\$26.84	\$40.26
6 Year With Pals	\$25.30	\$37.95	\$26.06	\$39.08	\$26.84	\$40.26	\$26.84	\$40.26	\$27.64	\$41.46

UMBC/FP-C = An Additional 3.0%
UMBC PNCT = An Additional 3.0%
MICU Medic = An Additional 3.0%

UMBC PNCCT = An Additional 3.0%

MICU Medic = An Additional 3.0%

~~OK~~ 7/3/18
OK 7/3/18

Proposed 2018 EMS Wage Scale 2.0%

24 Hour

Specialist

Per Hour Overtime

Start	\$10.85	\$16.28
1 Year	\$12.21	\$18.32
2 Year	\$13.13	\$19.70
3 Year	\$13.86	\$20.78
4 Year	\$14.66	\$21.99

12 Hour

Specialist

Per Hour Overtime

Start	\$15.78	\$23.68
1 Year	\$17.76	\$26.65
2 Year	\$19.10	\$28.66
3 Year	\$20.15	\$30.23
4 Year	\$21.32	\$31.99

APB 7-3-18
LTP 7/3/18

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Proposed 2018 EMS Wage Scale 2%

24 Hour

Basic - EMT
Per Hour Overtime

Start	\$9.97	\$14.96
1 Year	\$11.04	\$16.56
2 Year	\$11.68	\$17.51
3 Year	\$12.39	\$18.59
4 Year	\$13.16	\$19.75

12 Hour

Basic - EMT
Per Hour Overtime

Start	\$14.50	\$21.76
1 Year	\$16.06	\$24.09
2 Year	\$16.98	\$25.48
3 Year	\$18.03	\$27.04
4 Year	\$19.15	\$28.72

Q213 7-3-18
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Proposed 2019 EMS Wage Scale 2%

24 Hour

24 Hour

24 Hour

24 Hour

24 Hour

Paramedic	Single Certification		Dual Certification		MICU Medic		MICU Dual Cert	
	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime

Start	\$12.29	\$18.43	\$12.66	\$18.99	\$13.04	\$19.56		
1 Year	\$13.65	\$20.47	\$14.06	\$21.09	\$14.48	\$21.72		
2 Year	\$14.83	\$22.24	\$15.27	\$22.91	\$15.73	\$23.59	\$15.73	\$23.59
3 Year	\$15.69	\$23.53	\$16.16	\$24.23	\$16.64	\$24.96	\$16.64	\$24.96
4 Year	\$16.46	\$24.69	\$16.95	\$25.43	\$17.46	\$26.19	\$17.46	\$26.19
5 Year	\$16.95	\$25.43	\$17.46	\$26.19	\$17.99	\$26.98	\$17.99	\$26.98
6 Year With Pals	\$17.46	\$26.19	\$17.99	\$26.98	\$18.53	\$27.79	\$18.53	\$27.79
2 Year FTO	\$15.09	\$22.63	\$15.54	\$23.31	\$16.01	\$24.01	\$16.01	\$24.01
3 Year FTO	\$15.95	\$23.92	\$16.43	\$24.64	\$16.92	\$25.38	\$16.92	\$25.38
4 Year FTO	\$16.72	\$25.08	\$17.22	\$25.83	\$17.74	\$26.61	\$17.74	\$26.61
5 Year FTO	\$17.22	\$25.83	\$17.74	\$26.61	\$18.27	\$27.41	\$18.27	\$27.41
6 Year With Pals	\$17.74	\$26.61	\$18.27	\$27.41	\$18.82	\$28.23	\$18.82	\$28.23

UMBC/FP-C = An Additional 3.0%
 UMBC/PNCT = An Additional 3.0%
 MICU Medic = An Additional 3.0%

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Proposed 2019 EMS Wage Scale 2%

12 Hour

12 Hour

12 Hour

12 Hour

12 Hour

Paramedic	Single Certification		Dual Certification		MICU Medic		MICU Dual Cert	
	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime

Start	\$17.87	\$26.81	\$18.41	\$27.62	\$18.96	\$28.45		
1 Year	\$19.85	\$29.78	\$20.45	\$30.67	\$21.06	\$31.59		
2 Year	\$21.56	\$32.35	\$22.21	\$33.32	\$22.88	\$34.32	\$22.88	\$34.32
3 Year	\$22.82	\$34.22	\$23.50	\$35.25	\$24.21	\$36.31	\$24.21	\$36.31
4 Year	\$23.94	\$35.91	\$24.66	\$36.99	\$25.40	\$38.10	\$25.40	\$38.10
5 Year	\$24.66	\$36.99	\$25.40	\$38.10	\$26.16	\$39.24	\$26.16	\$39.24
6 Year With Pals	\$25.40	\$38.10	\$26.16	\$39.24	\$26.95	\$40.42	\$26.95	\$40.42
2 Year FTO	\$21.95	\$32.92	\$22.60	\$33.91	\$23.28	\$34.92	\$23.28	\$34.92
3 Year FTO	\$23.20	\$34.79	\$23.89	\$35.84	\$24.61	\$36.91	\$24.61	\$36.91
4 Year FTO	\$24.32	\$36.48	\$25.05	\$37.58	\$25.80	\$38.70	\$25.80	\$38.70
5 Year FTO	\$25.05	\$37.58	\$25.80	\$38.70	\$26.58	\$39.87	\$26.58	\$39.87
6 Year With Pals	\$25.80	\$38.70	\$26.58	\$39.87	\$27.37	\$41.06	\$27.37	\$41.06

UMBC/FP-C = An Additional 3.0%
 UMBC PNCT = An Additional 3.0%
 MICU Medic = An Additional 3.0%

APB 7-3-18

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APB 7-3-18

Proposed 2019 EMS Wage Scale 2.0%

24 Hour

Specialist

Per Hour Overtime

Start	\$11.07	\$16.60
1 Year	\$12.46	\$18.69
2 Year	\$13.40	\$20.09
3 Year	\$14.13	\$21.20
4 Year	\$14.95	\$22.43

12 Hour

Specialist

Per Hour Overtime

Start	\$16.10	\$24.15
1 Year	\$18.12	\$27.18
2 Year	\$19.49	\$29.23
3 Year	\$20.56	\$30.83
4 Year	\$21.75	\$32.63

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Proposed 2019 EMS Wage Scale 2%

24 Hour

Basic - EMT

Per Hour Overtime

Start	\$10.17	\$15.26
1 Year	\$11.26	\$16.89
2 Year	\$11.91	\$17.87
3 Year	\$12.64	\$18.96
4 Year	\$13.43	\$20.14

12 Hour

Basic - EMT

Per Hour Overtime

Start	\$14.79	\$22.19
1 Year	\$16.38	\$24.57
2 Year	\$17.32	\$25.99
3 Year	\$18.39	\$27.58
4 Year	\$19.53	\$29.29

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Proposed 2020 EMS Wage Scale 2%

24 Hour

24 Hour

24 Hour

24 Hour

24 Hour

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Paramedic	Single Certification		Dual Certification		MICU Medic		MICU Dual Cert	
	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime

Start	\$12.53	\$18.80	\$12.91	\$19.37	\$13.30	\$19.95		
1 Year	\$13.92	\$20.88	\$14.34	\$21.51	\$14.77	\$22.15		
2 Year	\$15.12	\$22.68	\$15.58	\$23.36	\$16.04	\$24.06	\$16.04	\$24.06
3 Year	\$16.00	\$24.00	\$16.48	\$24.72	\$16.97	\$25.46	\$16.97	\$25.46
4 Year	\$16.79	\$25.18	\$17.29	\$25.94	\$17.81	\$26.72	\$17.81	\$26.72
5 Year	\$17.29	\$25.94	\$17.81	\$26.72	\$18.35	\$27.52	\$18.35	\$27.52
6 Year With Pals	\$17.81	\$26.72	\$18.35	\$27.52	\$18.90	\$28.34	\$18.90	\$28.34
							\$0.00	
2 Year FTO	\$15.39	\$23.08	\$15.85	\$23.78	\$16.33	\$24.49	\$16.33	\$24.49
3 Year FTO	\$16.27	\$24.40	\$16.75	\$25.13	\$17.26	\$25.89	\$17.26	\$25.89
4 Year FTO	\$17.06	\$25.58	\$17.57	\$26.35	\$18.09	\$27.14	\$18.09	\$27.14
5 Year FTO	\$17.57	\$26.35	\$18.09	\$27.14	\$18.64	\$27.96	\$18.64	\$27.96
6 Year With Pals	\$18.09	\$27.14	\$18.64	\$27.96	\$19.20	\$28.79	\$19.20	\$28.79

UMBC/FP-C = An Additional 3.0%
UMBC PNCT = An Additional 3.0%
MICU Medic = An Additional 3.0%

Proposed 2020 EMS Wage Scale 2%

12 Hour

12 Hour

12 Hour

12 Hour

12 Hour

	Paramedic		Single Certification		Dual Certification		MICU Medic		MICU Dual Cert	
	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime	Per Hour	Overtime
Start	\$18.23	\$27.35	\$18.78	\$28.17	\$19.34	\$29.01	\$23.34	\$35.00	\$24.04	\$36.05
1 Year	\$20.25	\$30.37	\$20.86	\$31.28	\$21.48	\$32.22	\$24.69	\$37.03	\$25.43	\$38.14
2 Year	\$22.00	\$32.99	\$22.66	\$33.98	\$23.34	\$35.00	\$26.68	\$39.86	\$27.49	\$41.23
3 Year	\$23.27	\$34.91	\$23.97	\$35.96	\$24.69	\$37.03	\$28.86	\$41.23	\$28.31	\$42.46
4 Year	\$24.42	\$36.63	\$25.15	\$37.73	\$25.91	\$38.86	\$29.91	\$42.46		
5 Year	\$25.15	\$37.73	\$25.91	\$38.86	\$26.68	\$40.03	\$30.62	\$43.14		
6 Year With Pals	\$25.91	\$38.86	\$26.68	\$40.03	\$27.49	\$41.23	\$31.38	\$44.00		
2 Year FTO	\$22.38	\$33.58	\$23.06	\$34.58	\$23.75	\$35.62	\$23.75	\$35.62	\$24.46	\$36.69
3 Year FTO	\$23.66	\$35.49	\$24.37	\$36.55	\$25.10	\$37.65	\$25.10	\$37.65	\$25.85	\$38.78
4 Year FTO	\$24.81	\$37.21	\$25.55	\$38.33	\$26.32	\$39.48	\$26.32	\$39.48	\$27.11	\$40.66
5 Year FTO	\$25.55	\$38.33	\$26.32	\$39.48	\$27.11	\$40.66	\$27.11	\$40.66	\$27.92	\$41.88
6 Year With Pals	\$26.32	\$39.48	\$27.11	\$40.66	\$27.92	\$41.88	\$27.92	\$41.88	\$28.76	\$43.14

UMBC/FP-C = An Additional 3.0%
 UMBC PNCCT = An Additional 3.0%
 MICU Medic = An Additional 3.0%

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11/3/18

Proposed 2020 EMS Wage Scale 2.0%

24 Hour

Specialist

Per Hour Overtime

Start	\$11.29	\$16.94
1 Year	\$12.71	\$19.06
2 Year	\$13.66	\$20.50
3 Year	\$14.42	\$21.62
4 Year	\$15.25	\$22.88

12 Hour

Specialist

Per Hour Overtime

Start	\$16.42	\$24.63
1 Year	\$18.48	\$27.72
2 Year	\$19.88	\$29.81
3 Year	\$20.97	\$31.45
4 Year	\$22.19	\$33.28

AKB 7-3-18

AKB 7/3/18

AKB 7/3/18

Proposed 2020 EMS Wage Scale 2%

24 Hour

Basic - EMT

Per Hour Overtime

Start	\$10.37	\$15.56
1 Year	\$11.48	\$17.23
2 Year	\$12.15	\$18.22
3 Year	\$12.90	\$19.34
4 Year	\$13.70	\$20.54

12 Hour

Basic - EMT

Per Hour Overtime

Start	\$15.09	\$22.64
1 Year	\$16.71	\$25.06
2 Year	\$17.67	\$26.51
3 Year	\$18.76	\$28.14
4 Year	\$19.92	\$29.88

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1/13/18

Livingston County EMS
Tentative Agreement
June 26, 2018

Section 10.2 Overtime –

(7) **Mandatory** ~~involuntary~~ overtime shall not be assigned to an employee with a prior approved vacation, or personal leave, **or will not extend a voluntary overtime shift.** Employees shall provide the Employer with 10 days advanced written notice if they are unavailable for **mandatory** ~~involuntary~~ overtime due to planned vacation PTO usage.

(8) Supervisory employees shall continue to perform bargaining unit work as in the past: during emergencies, when unit employees are not immediately available due to absence, tardiness, leaves of absence, vacation, etc. Supervisors will not be regularly scheduled for bargaining unit work.

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**Livingston County EMS
Tentative Agreement
March 21, 2018**

QJ 3/21/18
TC 3-21-18
JM 3-21-18
TA'd 3/21/18

12.0 E. Effective upon ratification of this agreement by all parties, employees who choose not to enroll in hospitalization and prescription drug coverage shall receive a \$1,800 "opt-out." This opt-out shall be payable in equal installments over twenty-six (26) pay periods to those who provide proof of insurance coverage from some other source, who remain disenrolled, and who sign a waiver attesting to their intention not to receive insurance coverage under the County-sponsored group plan. **Employees with County-employed spouses receive either insurance coverage from the County or the opt-out amount, not both.**

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**Livingston County EMS
Tentative Agreement
March 21, 2018**

Section 15.0. Classification and Rates.

The above-stated rates shall apply as long as the employee is qualified to function in the capacity in which they are licensed (has passed all testing and maintains all licenses / certifications required, including, but not limited to, those required in the medical control authority for Livingston County).

If an employee fails to maintain current State of Michigan licensure, that employee shall have thirty (30) calendar days to regain current licensure status **from the date of loss of licensure** and shall be placed on an unpaid **disciplinary suspension** leave during said period. **In the event the employee does not regain State of Michigan licensure, or does not notify the Employer within twenty-four (24) hours of notice of loss of licensure,** or that employee shall automatically lose his/her employment.

During said leave the employee may use PTO time to make up for lost wages.

If an employee fails to maintain current protocol certifications as required by the applicable medical control authority, that employee shall have thirty (30) calendar days to regain current licensure status **from the date of loss of certification and shall be placed on an unpaid disciplinary suspension during said period. In the event the employee does not regain medical control certification, or does not notify the Employer within twenty-four (24) hours of notice of loss of certification,** or that employee shall automatically lose his/her employment.

All full-time employees hired after May 15, 1984, shall, within twenty-four (24) months of employment become duly licensed and certified Paramedics. During this twenty-four (24) month period, employees must make progress, to the satisfaction of the Director (or his/her designee), to become duly licensed and certified as same. Failure to do so within twenty-four (24) months of employment may result in termination from employment, as determined within the sole discretion of the Director (or his/her designee). Such determination by the Director (or his/her designee) shall not be subject to the Grievance Procedure contained in this Agreement.

Part-time Basic EMT and EMT Specialists are not subject to the above twenty-four (24) month limitation to become a Paramedic as long as they are not regularly scheduled to work.

**Livingston County EMS
Tentative Agreements
January 29, 2018**

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Section 1.0. Collective Bargaining Unit.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All permanent full-time and regularly scheduled part-time emergency medical technicians (EMT) employed by Livingston County, BUT EXCLUDING clerical employees, temporary employees, irregular part-time employees, on-call employees and supervisors.

For purposes of the Act, to bargain collectively is the performance of the mutual obligation of the Employer and the representative to the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment.

**Livingston County EMS
Tentative Agreements
January 29, 2018**

WS
KH 1/29/18
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1.29.18
1/29/18

Section 10.3. Overtime Premium Pay.

A. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek, except that any forced or mandatory holdover before or after the employee's normal work day or any forced or mandatory call in on an employee's normally scheduled off day shall be compensated at two (2) times the employee's normal rate of pay.

B. Notwithstanding the provisions of this section and Section 10.1, similarly qualified employees may trade work days within the pay period and with the approval of the Director or his/her designee, but such trading shall not result in additional overtime compensation. ~~Employees may trade with an open shift on the schedule if no similarly qualified employee is available to trade within a pay period.~~

C. There shall be no duplication or pyramiding of premium pay.

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1/3/18

~~compensation, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to shall utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.~~

5.8

Where there exists an administrative or regulatory complaint remedial procedure for the subject of ^athe complaint, including but not limited to workers compensation, veterans preference, civil rights, department of labor, such complaint shall not be subject to the grievance procedure.

1/3/18

**Livingston County EMS
Tentative Agreements
January 3, 2018**

Section 11.3. Workers' Compensation Leave and Filling Vacancies During Workers' Compensation Leave.

The Employer agrees to provide Worker's Compensation insurance in accordance with the Worker's Compensation laws of Michigan. Any employee sustaining an occupational injury, for which compensation is paid by the Worker's Compensation insurance carrier, shall receive from the Employer a salaried payment equal to the difference between the compensation benefits and his/her regular bi-weekly salary for a period not to exceed twelve (12) calendar months. Such employee shall receive a salary payment equal to the difference between the compensation benefits and their regular bi-weekly salary, by crediting PTO accumulated and earned by the employee, unless the employee notifies the employer in writing. The Employer shall continue to pay the Employer's share of the costs of employee's medical insurance, dental and life insurance premiums only for a maximum of one (1) year, if such leave is the result of a work connected injury and is covered by Workers' Compensation. The Employee shall continue to be responsible for his/her share of the costs and may utilize PTO to cover such costs.

Employees receiving workers' compensation benefits shall not be entitled to, nor shall they receive, any salary supplement from the Employer. No other fringe benefits, such as, but not limited to, holiday pay and paid time off (PTO) accumulation, will be continued while the employee is on workers' compensation. The Employer shall have the right to fill any vacancy due to the granting of a workers' compensation leave by hiring temporary employees to fill the position while the employee is on said leave. The Employer need not consider seniority for overtime, notwithstanding anything in this Agreement to the contrary, when overtime is needed to fill a vacancy, **for the duration of the shift**, when an employee is on workers' compensation leave. Workers' compensation leaves shall run concurrently with Family Medical Leave Act (FMLA) leaves.

Mst. counter-
proposal

MAFF/Livingston County EMS
Contract Proposals
12/13/17

C. UNSCHEDULED PTO.

Employees may use PTO for SICK leave for full or partial shift (tardiness), whether it be scheduled or unscheduled leave. However, unscheduled PTO usage shall be considered unapproved time off and shall be subject to discipline under this section. Unscheduled usage of PTO shall be deemed unapproved unless the absence qualifies for an FMLA or ADA necessitated leave.

Absenteeism and/or tardiness without approval of the Director or his/her designee will be disciplined according to the following schedule:

11.4 (c)
Tardies will be addressed as follows

(3) Five minute grace periods per year – A five minute grace period shall be extended to employees to avoid being docked pay or the use of PTO.

~~For the purposes of discipline two (2) tardies in a rolling 120 day period shall count as 1 occurrence, the 3rd and subsequent tardy in the same rolling 120 day period shall count as individual/seperate occurrences.~~

BONUS PTO

~~In the event an employee uses less than TBD hours Sick time in the prior twelve (12) month calendar year they shall be entitled to TBD hours bonus PTO time.~~

SUPERVISOR EXCUSED UNSCHEDULED PTO

~~A Supervisor shall have the authority to approve PTO in short term emergency situations as defined.~~

~~"An emergency that requires the attention of or involves the member"~~

~~The approval of PTO, under the aforementioned circumstances is at the sole discretion of the immediate supervisor. The employee may be required to provide supporting documentation in this instance.~~

12/18/17

**Livingston County EMS
Tentative Agreements
December 13, 2017**

TA'd
12/18/17
12/18/17
12-18-17

Section 5.1 Grievance Procedure -

All grievances shall be handled in the following manner:

Step 1: Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she shall, within five (5) business days of the occurrence of the incident which gave rise to the grievance, discuss it with his/her immediate supervisor with the object of resolving the matter informally.

Step 2: Written Procedure. If the grievance is not satisfactorily resolved by Step 1, the employee shall reduce the grievance to writing and present it to the Director of EMS, or his/her designee, within five (5) business days after the verbal discussion of Step 1. The grievance shall be dated and signed by the aggrieved employee and his/her representative and shall set forth the facts, including dates, and the provisions of the Agreement that are alleged to have been violated and the remedy desired. The Director of EMS, or his/her designee, shall make his/her written disposition of the grievance to the local representative within ten (10) business days of receipt of the grievance.

Step 3: Appeal Procedure. In the event the employee and/or the Union does not agree with the decision of the Director of EMS, or his/her designee, the Union shall within ten (10) business days of receipt of the written answer, request a meeting with the Labor Relations Manager. Such meeting shall take place within thirty (30) days unless the time limits are extended by mutual agreement of the parties in writing. The meeting shall be between the Grievant, a the Local Representative, a MAFF Labor representative, the Labor Relations Manager and no more than two Employer representatives. The Labor Relations Manager shall render its decision within ten (10) business days of the meeting.

Step 4: Mediation. Prior to the submittal to arbitration, the parties may request the assistance of the Michigan Employment Relations Commission (MERC) to resolve the grievance by mediation. Participation in mediation shall be by mutual agreement and the parties will participate without prejudice to their right to have a grievance resolved without arbitration.

Section 5.6 Arbitrator's Powers - The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan and that the Employer exists for the purpose of serving the public, and the arbitrator agrees that this Agreement shall be interpreted and construed consistent with such laws and in such manner as will best serve the right and interest of the taxpayers of the County. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing.

With the exception of information obtained based upon the promise of confidentiality or legal privilege, upon request, the Employer shall provide the Union with all documentation related to the grievance.

Section 8.0 Probationary Period - All employees shall be considered probationary employees until the employee has completed twelve (12) months of work. The Employer has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month periods upon consultation with the affected employee and a Union representative prior to the extension of any probationary period. **At intervals predetermined by the Employer, probationary employees will be given a written job performance evaluation by the QA Supervisor.** It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge and are employees at will. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

Section 11.7 Vacancies Created By Leaves - ~~The Employer need not go by the seniority list for overtime to fill a vacancy created when an employee is on a leave of absence, and the Employer may hire a temporary, part-time employee to fill the position while an employee is on such leave.~~

New Section 15.2 FEMA Deployments. Upon a FEMA request for resources the employer will send out a notice for deployment. Qualified members volunteering for deployment will be assigned to deploy based on seniority on a rotating basis, with the rotation resetting on January 1 of each year. The list of volunteers will be maintained for thirty (30) days at which point any further deployment requests will be paged out again following the same process. All volunteers will be required to deploy for the totality of the deployment.

Section 16.2. Tuition Reimbursement and Relicensure Fee.

6. Repayment to the County in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years following completion of coursework. Voluntary transfer to **irregular** ~~temporary~~ part-time status does not constitute resignation or discharge from employment. In the event the employee does not continue employment for the prescribed period, the employee will be required to reimburse the County on a prorated basis for tuition reimbursement received as follows:

- ☐ ☐ Return 100% of tuition reimbursement if resign within 1 year
- ☐ ☐ Return 67% of tuition reimbursement if resign within 2 years
- ☐ ☐ Return 33% of tuition reimbursement if resign within 3 years

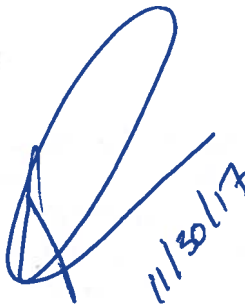
SECTION 16.11. MICU.

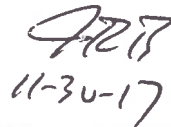
The Employer reserves the right to designate MICU Paramedics. The Employer will not reduce the number of available full-time MICU positions based upon the utilization of **irregular** part-time employees on the MICU team.

Section 16.18 Duty To Report Misconduct or Dereliction of Duty


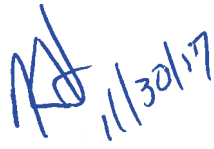

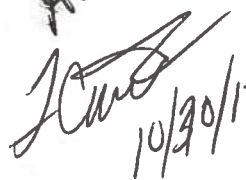
Violation of the law by any bargaining unit member may undermine the ability of the EMS to deliver service to the community. Such behavior can damage credibility and respect, and in some cases, can endanger the lives of residents. A bargaining unit member who is cited, arrested or charged by law enforcement with any felony or misdemeanor (either on-duty or off-duty), or who is the subject of a court

ordered personal protection order, shall report such fact to the EMS Director or designee within twenty-four (24) hours of such citation, arrest, charge or order. Bargaining unit members having knowledge of another member on duty violation of the law will report such knowledge to the EMS director or his designee. A failure to report pursuant to this Article may result in appropriate discipline subject to the rights and remedies in this Agreement.

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**Livingston County EMS
Tentative Agreements
November 30, 2017**

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Section 3.0. Union Representation.

There shall be four (4) ~~Union Association Officers.~~, one (1) ~~Association President~~, one (1) ~~Association Vice President~~, one (1) ~~Secretary~~ and one (1) ~~Treasurer~~. Additionally, there shall be one (1) ~~representative elected from each of the three (3) 24-hour shifts~~. The **Union Association President and/or (or Vice-President in his or her absence, and the shift stewards shall be the only grievance representatives of the Union Association).** **An employee must accept representation from the first available Union Representative for an investigatory interview.** A Union Representative may, upon receiving permission from the Director or Assistant Director, investigate and/or present grievances to the Employer in accordance with the grievance procedure set forth herein during their regularly scheduled work hours without loss of time or pay. ~~The Association President may act in lieu of the Union Steward and shall preside at all 3rd Steps of the Grievance Procedure.~~ The Union shall submit the names of all officers to the Employer and notify the Employer of any changes.

Section 3.1. Collective Bargaining Committee.

A Collective Bargaining Committee composed of two (2) employees, ~~one of whom shall be the Association President~~, and up to two (2) staff representatives from MAFF shall meet with the Employer representatives for purposes of negotiating modifications to this Agreement. All employees covered by this Agreement who have been selected as a member of the Union Bargaining Committee shall be allowed time off with pay if required to attend negotiation meetings during their regularly scheduled work hours.

Section 3.2. Special Conferences.

Special Conferences between the Union and the Employer may be held to discuss matters of mutual concern. Such conferences may be held upon the written request of either party, which request shall specify the matter to be discussed, and if a conference is consented to, it shall be held at a time and place mutually agreed to by the Employer and the Union. It is agreed that Special Conferences shall not be for the purpose of conducting continuing contract negotiations. Attendees shall consist of one (1) employee representative, who shall be identified before the time of the conference is **scheduled** ~~fixed~~, and at least one (1) non-employee representative of the Union, and representative(s) of the Employer. The employee representative shall be excused from duty without penalty to attend special conferences held during his/her regularly scheduled workday, but shall not be compensated in any way for time spent attending conferences which are not held during his/her regularly scheduled workday.

The employee shall be returned to his/her former position upon return from a medical leave of absence that does not exceed one (1) calendar year.

Section 11.6 Maternity Leave - Employees who become pregnant shall adhere to and utilize the paid time off (PTO) provisions as provided in Sections 11.0, 11.2, 11.4, and 17 of this contract. **The Employer agrees to abide by all federal and state laws related to birth, adoption, or legal guardianship.**

Section 16.1. Uniforms.

The Employer shall furnish and clean uniforms as follows:

UNIFORMS

3 PANTS	1 JACKET
1 PAIR BOOTS SELECTED BY THE EMPLOYEE SUBJECT TO APPROVAL BY DIRECTOR	1 BELT
3 SHORT SLEEVE SHIRTS	1 PAIR RESCUE GLOVES
3 LONG SLEEVE SHIRTS	1 PAIR EYE PROTECTION
1 RESCUE HELMET	ANY OTHER REQUIRED UNIFORM ACCESSORIES, I.E. NAME TAG, COLLAR BRASS, AND BADGE
ANY OTHER UNIFORM, CLOTHING, OR BOOTS MUST BE APPROVED BY THE DIRECTOR (OR HIS/HER DESIGNEE).	

Livingston County EMS

Tentative Agreements

November 13, 2017

Section 9.2. Loss of Seniority.

An employee shall lose his/her seniority and employment with the employer for any of the following reasons:

- (1) Voluntary termination, resignation or retirement;
- (2) If he/she is absent for **two (2) three (3)** or more consecutive working days without approved leave or without notifying the employer;
- (3) He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or one (1) year, whichever is lesser.
- (4) Unexcused failure to return from a leave of absence on the specified date for return;
- (5) He/she is discharged or terminated and not reinstated.
- (6) He/she is convicted or pleads guilty to a felony.
- (7) Intentionally falsifies his/her employment application.
- (8) Failure to return to work when recalled from layoff as set forth in the recall procedure.

Section 9.3. Layoff and Recall.

In the event of a layoff, the last employee hired shall be the first employee laid off, provided that all employees with more seniority are equally qualified to perform the work available. The **Union Association** President shall have top seniority and shall be the last employee laid off, provided his/her qualifications to perform the work available are equal to those of other employees who have not been laid off. The last employee laid off shall be the first employee recalled, provided the employee is qualified to fill the open position.

Employees shall be notified of their layoff at least fourteen (14) calendar days in advance.

Notification of recall may be made by telephone and, in any event, shall be made by certified mail delivered to the employee's last known address. An employee shall respond to the certified notice of recall within forty-eight (48) hours of receipt thereof. If an employee fails to respond to a notice of recall within forty-eight (48) hours of receipt thereof, the Employer may assume that the employee has voluntarily quit. At the sole discretion of the Employer, an employee may, upon request, be granted up to fourteen (14) days to return to work following a recall. An employee shall be granted up to fourteen (14) calendar days to return to work upon call back if employed by another employer.

Section 9.4. Non-Bargaining Unit Transfer.

Any employee in the bargaining unit who is promoted to a position outside of the bargaining unit, but within the Department, during the first six (6) months in that new position, will have the right to revert back to his/her previous position without loss of seniority. In the event the employee chooses to revert back to the bargaining unit and the employee is required to

continue in the position until the employer is able to fill the vacancy, the employee shall suffer no loss of seniority.

If the employee remains in the non-bargaining unit position for longer than six (6) months their seniority, for purposes of overtime and shift selection, shall be the date of transfer.

Section 10.1 Work Schedule - The Director or his/her designee shall have the authority to make all personnel shift assignments and/or changes he/she deems necessary to maintain and/or improve the operations of the Department. The employer agrees to notify the Union at least thirty (30) days prior to any change in the permanent work schedule, except when a state of emergency exists and it is declared as such by the Director of EMS or his/her designee.

The term "state of emergency," as used in this section, is defined as when there is a shortage of manpower which does not enable the Employer to adequately staff the Department in order to ensure adequate services to the public during situations such as, but not limited to, tornadoes, fires, or traffic accidents, **or mass casualty incidents.**

Section 10.3. Overtime Premium Pay.

A. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek, except that any forced or mandatory holdover before or after the employee's normal work day or any forced or mandatory call in on an employee's normally scheduled off day shall be compensated at two (2) times the employee's normal rate of pay.

B. Notwithstanding the provisions of this section and Section 10.1, similarly qualified employees may trade work days within the pay period and with the approval of the Director or his/her designee, but such trading shall not result in additional overtime compensation. ~~Employees may trade with an open shift on the schedule if no similarly qualified employee is available to trade within a pay period.~~

C. There shall be no duplication or pyramiding of premium pay.

Section 10.5. Shift Selection.

(2) The Director of EMS or his/her designee reserves the right to place up to six (6) employees per **bid shift period** if necessary to effectively coordinate staffing.

Section 11.2. Medical Leave.

When recommended by an employee's personal physician, an unpaid medical leave of absence for a period of up to sixty (60) calendar days shall be granted by the department head if the employee has completed the probationary period. Such a leave shall be coordinated with FMLA and **when FMLA eligible**, be credited as continuous County service for seniority purposes and extended for up to other sixty (60) day periods when an extension is recommended in writing by the employee's physician for a maximum unpaid medical leave not to exceed one (1) calendar year, provided that the employee has equal or more seniority. The Employer reserves the right to send such employee to a doctor of its choosing for examination. If there is a difference of opinion between the employee's doctor and the Employer's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be split 50-50 by the Employer and the employee if not covered by the employee's insurance.

Notwithstanding anything in this Agreement to the contrary, while an employee is on an unpaid medical leave of absence, fringe benefits shall not continue, such as, but not limited to, medical insurance, dental insurance, life insurance, holiday pay, and paid time off (PTO) accumulation, after an employee has been on medical leave of absence for ninety (90) days or more. An employee may, however, use his/her accumulated paid time off (PTO) to avoid a loss of wages during their leave. The Employer shall have the right to fill any vacancy due to the granting of a medical leave by hiring temporary employees to fill the position while the employee is on said leave. The Employer need not consider seniority for overtime, notwithstanding anything in this Agreement to the contrary, when overtime is needed to fill a vacancy when an employee is on medical leave.

The employee shall be returned to his/her former position upon return from a medical leave of absence that does not exceed one (1) calendar year.

Section 11.4. Paid Time Off.

B. SCHEDULED USAGE:

Employees may use paid time off (PTO) for PERSONAL, SICK, VACATION, and EDUCATIONAL leaves. All PTO hours shall be paid as time worked. There shall be an annual, seniority based, vacation pick for each calendar year. ~~The Employer, after consultation with the Union, shall develop a trial process by which Employees may select a preference which shall be granted based upon seniority of not less than a full scheduled workweek.~~ Up to four (4) employees requests will be granted per shift, however leaves of absence will not count against the four (4) employee requests. This will not affect minimal staffing requirements or special events. ~~The Employer reserves the right to alter or amend such trial process, after first consulting with the Union, based upon the results or issues incurred in the trial process.~~

Section 11.8. Seniority and Leave of Absence.

Leaves of absence will be granted only to employees whose names appear on the departmental seniority list. Seniority shall continue during **workers' compensation leave, and** medical leave as provided herein, **to the extent that Family and Medical Leave Act applies. Seniority shall not accrue during Personal Leave.**

Section 12.0

A. All employees shall be eligible for the **Livingston County Flex Benefits Plan** ~~"Our County Choices" flex plan~~, but only during the appropriate enrollment period. Employees wishing to "buy-up" to other medical, dental and prescription plans available through the flex plan may do so during the appropriate enrollment period, but must pay the difference in the BC/BS computed yearly cost between the plan designated above and the computed cost of the medical benefit chosen, PLUS THE APPLICABLE EMPLOYEE SHARE OF THE ILLUSTRATED RATE. Effective for plan year beginning 1/1/2014, employees will no longer be offered the ability to purchase additional PTO (or vacation) days through **open enrollment** ~~Our County Choices~~. **Effective for the 1/1/2019 benefit year, employees shall no longer be eligible to buy-up to the PPO 1 plan.**

B. Effective during the next enrollment period, unit employees will be offered a Short Term Disability Plan as part of **open enrollment** ~~Our County Choices~~ which may be elected and paid for by unit employees. The cost of such plan will be determined at individual (and not group) rates fixed by the plan. ~~Unit employees who elect Short Term Disability as part of Our County Choices and who have a minimum of 120 hours of banked PTO at the time of distribution will have the option, on an annual basis, to sell back a minimum of 12 hours and a maximum of 48 hours of PTO at the employee's straight time rate. Such payments shall be subject to required deductions for state and federal taxes and other deductions required by law.~~

Section 12.0

E. Effective upon ratification of this agreement by all parties, employees who choose not to enroll in hospitalization and prescription drug coverage shall receive a \$1,800 "opt-out." This opt-out shall be payable in equal installments over twenty-six (26) pay periods to those who provide proof of **qualified group medical** insurance coverage from some

other source, who remain dis-enrolled, and who sign a waiver attesting to their intention not to receive insurance coverage under the County-sponsored group plan. **An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications County form required for by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine.**

Section 16.13. Field Training Officers.

The employer reserves the right to designate Field Training Officers. Field Training Officers shall have the responsibility to assist in the training of new employees under the direction of the **Quality Assurance** Supervisor. Field Training Officers shall receive \$30.00 per pay. Performance reviews shall be done every twenty-four (24) months.

replaced
8/7/18
see separate
TA

Revised TA related to Section 16.13
8/3/18

TA 8/3/18
JO (5) 8/7/18

Section 16.13. Field Training Officers.

The employer reserves the right to designate Field Training Officers. Field Training Officers shall have the responsibility to assist in the training of new employees under the direction of the **Quality Assurance** Supervisor. Field Training Officers shall be paid in accordance with the attached hourly wage scales. ~~receive \$30.00 per pay.~~ Performance reviews shall be done every twenty-four (24) months.