

GENERAL GOVERNMENT and HEALTH & HUMAN SERVICES COMMITTEE

9/12/2011

304 E. Grand River Avenue, Howell, MI

7:30 PM

AGENDA

1. CALL MEETING TO ORDER

2. APPROVAL OF MINUTES

Minutes dated: August 8, 2011

3. APPROVAL OF AGENDA

4. REPORTS

A. OLSHA Second Quarter Report

B. MSU Cooperative Extension Report

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

07 Information Technology

RESOLUTION TO ENTER INTO AN AGREEMENT FOR CONTRACT PERSONNEL TO HIRE WITH BEACON HILL STAFFING GROUP, LLC - INFORMATION TECHNOLOGY, GENERAL GOVERNMENT

08 Veterans

RESOLUTION TO APPROVE THE TRANSFER OF FUNDS FROM THE VETERANS RELIEF FUND TO THE GENERAL FUND FOR SERVICES PROVIDED BY EXISTING STAFF AND FOR THE HIRING OF AN INDIGENT VETERANS COUNSELOR - Veterans

09 County Clerk

RESOLUTION TO COMBINE PAYROLL WITH HUMAN RESOURCES AND ACCOUNTS PAYABLE WITH FINANCE – COUNTY CLERK/COUNTY ADMINISTRATION

10 MSU Extension

RESOLUTION TO APPROVE THE MEMORANDUM OF AGREEMENT (MOA) WITH MSU EXTENSION AND THE PROPOSED 2012 MSUE BUDGET – MSU Extension/General Government/Finance/Board

11 Public Health

RESOLUTION TO AUTHORIZE INTERGOVERNMENTAL TRANSFER TO THE STATE OF MICHIGAN - Department of Public Health / Health & Human Services Committee

- 12 Public Health**
RESOLUTION TO AUTHORIZE AGREEMENTS WITH THE INGHAM HEALTH PLAN CORPORATION D/B/A LIVINGSTON HEALTH PLAN - DEPARTMENT OF PUBLIC HEALTH / HEALTH & HUMAN SERVICES COMMITTEE
-
- 13 Public Health**
RESOLUTION TO AUTHORIZE AGREEMENT FOR THE DELIVERY OF COMPREHENSIVE HEALTH SERVICES FOR THE PERIOD OF OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012 - Department of Public Health
-
- 14 Airport**
RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E36) - AIRPORT
-
- 15 Airport**
RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E48) - AIRPORT
-
- 16 Airport**
RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E49) - AIRPORT
-
- 17 Airport**
RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E50) - AIRPORT
-
- 18 Airport**
RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E51) - AIRPORT
-
- 19 Airport**
RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E60) - AIRPORT
-
- 20 Airport**

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY
AERONAUTICAL FACILITIES BOARD AND AUTHORIZE
COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO
PURCHASE PROPERTY (PARCEL E61) - AIRPORT

21 **Airport**
RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY
AERONAUTICAL FACILITIES BOARD AND AUTHORIZE
COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO
PURCHASE PROPERTY (PARCEL E62) - AIRPORT

22. **ADJOURNMENT**

MEETING MINUTES

LIVINGSTON COUNTY

AUGUST 8, 2011 - 7:30 PM

ADMINISTRATION BUILDING - BOARD CHAMBERS
304 E. Grand River Avenue, Howell, MI 48843

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

COMM. DOLAN COMM. DRICK COMM. LA BELLE **COMM. WILLIAMS**

OTHERS:
TED WESTMEIER
ELAINE BROWN
DIANNE MCCORMICK
COMM. JONES

BELINDA PETERS
COMM. VANHOUTEN
COMM. DOMAS
MIKE HUARD

WILLIAM SLEIGHT
MATT SHANE
DOUG BRITZ
PAUL McNAMARA

1. **CALL TO ORDER:** Meeting called to order by: **COMM. STEVE WILLIAMS** at **7:36 PM.**
2. **APPROVAL OF MINUTES: MINUTES OF MEETING DATED JULY 11, 2011:**

MOTION TO APPROVE THE MINUTES, AS PRESENTED.
MOVED BY: DOLAN / SECONDED BY: DRICK
ALL IN FAVOR - MOTION PASSED

3. **APPROVAL OF AGENDA:**

MOTION TO APPROVE THE AGENDA, AS PRESENTED.
MOVED BY: DRICK / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED

4. **REPORTS:** Public Health Department – Accreditation Summary Presentation: Ted Westmeier, Elaine Brown and Dianne McCormick presented a powerpoint presentation reviewing the results of the recent on-site Accreditation Review. The presentation highlighted the essential and important indicators that were met with almost 100% but also addressed a few indicators that were not met but are now being corrected and will be in place soon.

5. **CALL TO THE PUBLIC:** **None.**
6. **RESOLUTIONS FOR CONSIDERATION.**

7. **MSU EXTENSION:** RESOLUTION TO APPROVE THE TRANSFER OF FUNDS FROM THE REGULAR EMPLOYEE BUDGET LINE TO THE TEMPORARY EMPLOYEE BUDGET LINE FOR MSU EXTENSION

RECOMMEND MOTION TO: FINANCE
MOVED BY: DOLAN / SECONDED BY: LA BELLE
ALL IN FAVOR - MOTION PASSED

8. **MICHIGAN WORKS!:** RESOLUTION APPROVING AN ADDENDUM TO THE FY 2009 CONTRACT BETWEEN THE OAKLAND LIVINGSTON HUMAN SERVICES AGENCY AND THE LIVINGSTON COUNTY MICHIGAN WORKS! FOR THE MICHIGAN PRISONER RE-ENTRY INITIATIVE

RECOMMEND MOTION TO: FINANCE
MOVED BY: DOLAN / SECONDED BY: DRICK
ALL IN FAVOR - MOTION PASSED

9. **L.E.T.S.:** RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS AND MDOT FOR THE EXPENDITURE OF FUNDS FOR PREVENTATIVE MAINTENANCE OF L.E.T.S. FACILITY, BUSES AND EQUIPMENT

RECOMMEND MOTION TO: FINANCE
MOVED BY: DOLAN / SECONDED BY: LA BELLE
ALL IN FAVOR - MOTION PASSED

10. **L.E.T.S.:** RESOLUTION AUTHORIZING A NEW FIVE (5) YEAR MASTER AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND LIVINGSTON COUNTY

RECOMMEND MOTION TO: FINANCE
MOVED BY: DRICK / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED

11. **ANIMAL CONTROL:** RESOLUTION TO AUTHORIZE OUT-OF-STATE TRAINING TO ATTEND THE LEVEL ONE ACADEMY IN CHICAGO, ILLINOIS ON SEPTEMBER 12-16, 2011 AS PRESENTED BY THE NATIONAL ANIMAL CONTROL ASSOCIATION

RECOMMEND MOTION TO: FINANCE
MOVED BY: DRICK / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED

12. **PUBLIC HEALTH:** RESOLUTION TO AMEND RESOLUTION 2007-08-025 AUTHORIZING A CONTRACT WITH JACKSON COUNTY TO PROVIDE MEDICAL DIRECTION TO THE JACKSON COUNTY HEALTH DEPARTMENT

RECOMMEND MOTION TO: FINANCE
MOVED BY: DOLAN / SECONDED BY: LA BELLE
ALL IN FAVOR - MOTION PASSED

As mentioned in the Accreditation Summary, Livingston County needs 4 hours of additional time from the Medical Director. The position will remain 24 hours, however, support for Jackson County will decrease by 4 hours. Jackson County will be bringing on another part-time medical director to bring their Medical Director hours up to 16 hours enabling each county to comply with accreditations.

13. PUBLIC HEALTH: RESOLUTION AUTHORIZING THE FILLING OF ONE (1) FULL-TIME PROGRAM CLERK II POSITION WITHIN THE DEPARTMENT OF PUBLIC HEALTH DUE TO THE VACANCY CREATED BY THE RETIREMENT OF ONE(1) FULL-TIME PROGRAM CLERK II

RECOMMEND MOTION TO: FINANCE
MOVED BY: LA BELLE / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED

14. PUBLIC HEALTH: RESOLUTION AUTHORIZING OUT OF STATE TRAINING TO ATTEND THE CENTER FOR DOMESTIC PREPAREDNESS IN ANNISTON, ALABAMA

RECOMMEND MOTION TO: FINANCE
MOVED BY: LA BELLE / SECONDED BY: DRICK
ALL IN FAVOR - MOTION PASSED

15. PUBLIC HEALTH: RESOLUTION TO AMEND RESOLUTION 2010-09-271 TO INCREASE THE ALLOCATION TO COMMUNITY MENTAL HEALTH TO PROVIDE INTENSIVE CASE MANAGEMENT

RECOMMEND MOTION TO: FINANCE
MOVED BY: DOLAN / SECONDED BY: LA BELLE
ALL IN FAVOR - MOTION PASSED

Funding from Livingston Health Plan which has authorized an additional payment of \$5,000 to reimburse Community Mental Health for providing Intensive Case Management for Livingston county residents with complex needs. \$5,000 is for just this quarter, another resolution will be submitted in September for the next quarter.

16. PUBLIC HEALTH: RESOLUTION TO AUTHORIZING THE CHAIR, BOARD OF COMMISSIONERS, TO PROVIDE A LETTER OF SUPPORT FOR THE COMMUNITY TRANSFORMATION GRANT FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)

RECOMMEND MOTION TO: FINANCE
MOVED BY: LA BELLE / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED

Currently Livingston County does not meet the requirements due to the population, therefor, the state is applying for this grant. Preparing this request in advance so we can apply quickly if the state does receive funds from this grant.

MOTION TO RE-OPEN AGENDA TO ADD TWO RESOLUTIONS FOR CONSIDERATION.

MOVED BY: LABELLE / SECONDED BY: DOLAN

ALL IN FAVOR - MOTION PASSED

- 17. INFORMATION TECHNOLOGY: RESOLUTION TO APPROVE THE PROMOTION OF A HARDWARE TECHNICIAN TO FULL TIME NETWORK ASSISTANT GRADE K AND THE HIRING OF A FULL TIME HARDWARE TECHNICIAN IN THE LIVINGSTON COUNTY INFORMATION TECHNOLOGY DEPARTMENT TO FILL A VACANT POSITION AT THE HIRE RATE OF GRADE J**

RECOMMEND MOTION TO: FINANCE

MOVED BY: LA BELLE / SECONDED BY: DOLAN

ALL IN FAVOR - MOTION PASSED

- 18. BOARD OF COMMISSIONERS: RESOLUTION TO RECOGNIZE THE ACCOMPLISHMENT OF THE LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH DURING THEIR MICHIGAN LOCAL PUBLIC HEALTH ACCREDITATION PROGRAM ON-SITE REVIEW**

RECOMMEND MOTION TO: BOARD

MOVED BY: DRICK / SECONDED BY: DOLAN

ALL IN FAVOR - MOTION PASSED

- 19. ADJOURNMENT:**

MOTION TO ADJOURN AT 8:49 PM.

MOVED BY: DRICK / SECONDED BY: DOLAN

ALL IN FAVOR - MOTION PASSED

Respectfully Submitted

KELLI HAWORTH
RECORDING SECRETARY



Oakland Livingston Human Service Agency
 Community Action Since 1964
 Helping people. Changing lives.

**Quarterly Report to the
 Livingston County Board of Commissioners**

2nd Quarter April 1 through June 30, 2011

MISSION:

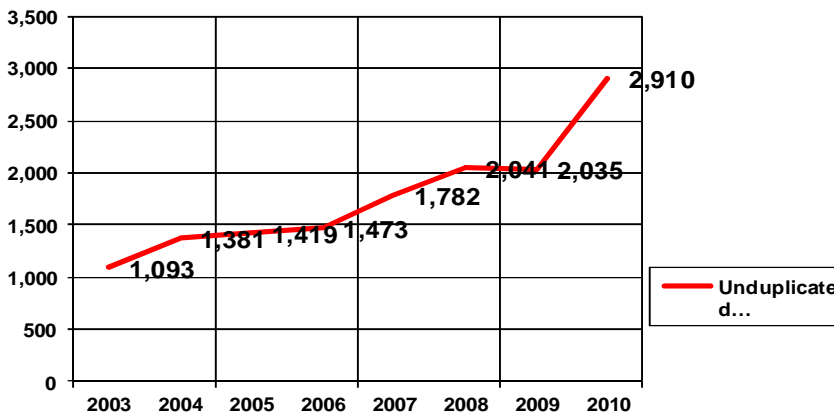
OLHSA’s mission is to remove the barriers preventing the low-income, elderly and people living with disabilities in Livingston and Oakland County from attaining self-sufficiency.

PROGRAMS:

OLHSA operates approximately 90 programs agency-wide and 30 programs in Livingston County, providing comprehensive services to the people it serves, including:

- **SENIORS & DISABLED** - Home chore and home injury control services for seniors and medical loan closet.
- **HOUSING** - Homeless prevention programs and HARP voucher lead agency.
- **NUTRITION** – United States Department of Agriculture Supplemental/Emergency Food programs.
- **ENERGY/SUSTAINABILITY** – Weatherization, Home Improvement, and Utility Arrearage.
- **LOW INCOME/SELF-SUFFICIENCY** – Tax filing and credit assistance, and Individual and Family Development Accounts.

COMMUNITY IMPACT:



2nd Quarter \$ Value to Community:	
USDA Food	\$ 225,664
Weatherization	\$ 162,246
Home Repairs	\$ 72,165
Homeless Prevention	\$ 52,407
Utility assistance	\$ 28,597
Senior Home Chore	\$ 10,815
Addtl Basic Needs	\$ 2,074
Donations	\$ 250
Volunteer hours	\$ 71,910
Total	\$626,128
Year to Date	\$1,327,713

QUARTERLY UPDATE:

PROGRAM/TOPIC	OBSERVATIONS	SUCCESSSES	OPPORTUNITIES
COMMUNITY ACTION FUNDING	Community Service Block Grant (CSBG), agency core funding, may receive reductions for 2012.	Federal budget passed with the majority of CSBG funding intact for FY 2011.	<ul style="list-style-type: none"> - Preparing for 2012 reductions. - Increasing sharing of cross-county program support staff.
HOMELESSNESS	Shelter and rent funds expended. Recent communication with the National FEMA Board indicated that Livingston County did NOT qualify for the regular FEMA dollars.	<p>Receive \$6,000 more from UW Basic Needs committee to address shelter. No funds until new grant year (October) for rental assistance.</p> <p>Successful MSHDA monitoring on ARRA/HPRP program.</p>	OLHSA applies to be lead agency for County's ESG homeless prevention grant.
FOOD	Requests for food assistance continues to rise over last year. Capacity at OLHSA/Gleaners Pantry being stretched. USDA food programs threatened to be cut. DHS cash assistance already reduced in State. Impacting 16,000 households.	Successful MDE monitoring of TEFAP program.	OLHSA agrees to take lead for Southeastern Michigan TEFAP Co-op between Cap Agencies and Food Bank to streamline receiving, storing, and delivery of USDA product in region.
UTILITIES	<p>Higher utility bill payments being requested.</p> <p>Seeking new community members to join Walk for Warmth committee.</p>	Energy Affordability Pilot Grant assists 52 households with energy conservation education and financial budgeting.	
HOUSING REHAB (CDGB)	Funding targeted for future reduction.	<p>Have enough jobs in queue to spend out current grant year. Started a waiting list.</p> <p>Using USDA and Weatherization funds to fulfill CDBG match requirement.</p>	Re-applying for USDA Grant
INTAKE (WELCOME CENTER)	Serving double the number of households this quarter over same period last year.	Received United Way funding to support 1 PTE to continue staffing triage and basic needs services provided in Welcome Center.	
COUNTY FUNDING REQUEST	<p>Submitting funding request for 2012 to County Admin.</p> <p>Requesting flat funding.</p>		

Program Report:

HELP PROVIDED	5 YEAR AVERAGE	LAST YEAR	2nd QUARTER 2010	2nd QUARTER 2011	YEAR TO DATE
TOTAL PROGRAMS: # Requests for Services:	14,089 <i>calls/walk-ins</i>	17,826	4,655	3,593	8,759
# Unduplicated Households:	2,048	2,910	966	1,985	2,911
# Unduplicated Individuals:	4,524	6,912	1,962	5,076	7,380
Average households served monthly	1,114	1,262	1,184	1,425	-
# Volunteer Hours (includes volunteers at Gleaners/OLHSA collaboration)	10,599	19,464	3,965	7,191	14,529
\$ Value of Volunteer Hours @ \$10/hr	\$105,990	\$190,464	\$39,650	\$71,910	\$145,290
BASIC NEEDS: # households assisted (utility, emergency food, shelter, rent, medicine, car repair, health plans, etc.)	837	1,264	344	297	784
HOUSING: # Weatherized Homes	48	134	26	59	104
\$ Weatherized Homes	\$152,390	\$490,528	\$96,449	\$162,246	\$321,058
HOMELESS: # of Homeless Prevention households	63	177	38	47	132 Unduplicated
\$ Homeless Prevention	\$67,700	\$275,954	\$34,280	\$52,407	\$159,562
Foreclosure Prevention Counseling				41	85
FREE TAX filings/EITC: # Income Tax Filing Assistance	82	181	17	41	164
\$ Income Tax Refunds	\$127,429	\$337,159	Not available	Not available	\$264,834

ADDITIONAL PROGRAM DETAILS:

Month	NEW Households	Previous Users	Total Visits	% Increase over last year	Percent New this month
April-11	73	1113	1186	57.1%	6%
May-11	78	1089	1167	63.4%	7%
June-11	90	1114	1204	11.5%	7%

Emergency Food Programs (LEFT) Shared Harvest Pantry. (OLHSA - Gleaners Partnership).

USDA Food Programs (BELOW) – Included in the above. OLHSA provides USDA food through the Commodity Supplemental Food Program for eligible residents and for the Temporary Emergency Food Assistance Program. Program dates are 10/1/10 through 9/30/11.

Services Provided	LAST YEAR	QUARTER	New
# TEFAP households	1,281	1,580	123
# CSFP participants	728/month	769/month	48
\$ Value	\$199,649	\$225,664	-

Senior Services – Provided to local residents, age 60 and over. Home Chore services include lawn mowing, yard clean-up and snow removal. The Home Injury Control program provides medical equipment and safety devices. Program dates are 10/1/10 through 9/30/11.

Services Provided	LAST YEAR	QUARTER	YEAR TO DATE
# Home Chore residents	30	3 new	79
\$ Home Chore Value	\$43,246	\$10,815	\$27,615
# HIC recipients	76	4	40
\$ Value of HIC Equipment	\$4,097	\$179	\$1,347

Utility Bill Assistance - OLHSA assists families through Walk for Warmth, Michigan Public Service Commission, DHS Deliverable Fuels or The Heat and Warmth Fund. Walk for Warmth funds will not only assist paying utility/heating related emergencies, but may assist with limited furnace repairs and room air conditioner purchases for those with health problems, when funds are available.

ENERGY PROVIDED	LAST YEAR	QUARTER	YEAR TO DATE
# Utility Requests	2,315	594	1,850
# Individuals Assisted	689	240	717
\$ Amount Heating Assistance	\$125,692	\$28,597	\$128,996

Home Improvement and Emergency Repair Program –

- *Low interest (0% - 3%) loans to low and moderate income homeowners, including senior citizens.
- Community Development Block Grant (CDBG) funds from Michigan State Housing Development Authority (MSHDA).
- Maximum income is 80% of Area Median Income (for 2010 Livingston County is \$51,550 for two in household). For those under 40% AMI (for 2010, \$27,800 for two in household), loan repayment is due upon transfer of title of the home.
- Grants are also available for those under 40% AMI if the repair is an emergency, is a health and safety issue and the total project cost is under \$2,500.
- Improvements made to single family homes, condominiums and mobile homes that are on a permanent foundation and taxed as real property.
- Applicants must meet income guidelines and be residents of Livingston County.

Home Repairs Provided	LAST YEAR	QUARTER	YEAR TO DATE
# Requests	301	51	84
# Households Completed	4	6	9
\$ Housing Assistance	\$71,157	\$80,631	\$113,228

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO ENTER INTO AN AGREEMENT FOR A CONTRACT PERSONNEL TO HIRE WITH BEACON HILL STAFFING GROUP, LLC - INFORMATION TECHNOLOGY

WHEREAS, Information Technology is short staffed; and

WHEREAS, a Hardware Technician position with Board approval is open under resolution 2011-08-228; and

WHEREAS, having the option of hiring a Hardware Technician or any other open position through Beacon Hill Staffing Group would allow us to work with an individual for three (3) months before we hire them to validate they are a good fit for our department; and

WHEREAS, the fees for this contracting service the first three (3) months would be comparable to hiring an individual directly; and

WHEREAS, Information Technology would need Board approval to fill any other new or vacant positions; and

WHEREAS, Information Technology would still have the option of hiring personnel directly to fulfill any open needs with the best possible candidate; and

WHEREAS, the agreement would go through our legal review for finalization with Beacon Hill Staffing Group, LLC; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners enters into an agreement for services with Beacon Hill Staffing Group, LLC, 152 Bowdoin Street, Boston, MA 02108, to utilize their staffing services if/as needed.

BE IT FURTHER RESOLVED that the Board Chairman is authorized to sign said agreement work after review and approval of civil counsel.

#

MOVED:

SECONDED:

CARRIED:

BEACON HILL STAFFING GROUP
AGREEMENT FOR SUPPLYING TEMPORARY TECHNICAL PERSONNEL

This is an Agreement (“Agreement”) made as of August, 26, 2011, by and between Beacon Hill Staffing Group, LLC, a Massachusetts limited liability company, which has its corporate offices at 152 Bowdoin Street, Boston, Massachusetts 02108, (called “we,” “us,” “our” and “Beacon Hill” in this Agreement) and , Livingston County which has offices at 304 E. Grand River, Suite 101, Howell, MI 48843 (called “you,” “your” and “Client” in this Agreement).

1. Statement of Work. You have requested that we supply certain of our employees to you on a temporary basis to supplement your own work force. We will supply such workers to you (“Assigned Workers”) as you may from time to time request, to work under your direction, control, and supervision.

2. Persons to Be Sent to You. Once this Agreement is signed, we will, at your request, send Assigned Workers to work at your premises. We will send only persons who have been approved by you for the assignment (as a result of interviews, reviewing resumes or any other mutually agreed upon basis). For each such Assigned Worker, we may send you a confirming letter or attach an addendum to this contract, that will contain the hourly billing rates that we have agreed to accept and that you have agreed to pay for each Assigned Worker. **Exhibit A** is a sample of such a confirming letter. In the absence of such a letter, you nonetheless agree to pay us for the value of the services provided.

We are responsible for assigning to you workers with the skills and abilities you specify. We are not your employee, legal partner, co-venturer, principal, agent, insurer, or representative. Neither we nor any Assigned Workers have any claim to your revenues related to their work. You are solely responsible for meeting your goals for profits, costs, production, and scheduling. Assigned Workers have no authority to bind us legally.

3. Assigned Workers. We will pay the wages of the Assigned Workers, and we will be responsible for withholding income and Social Security taxes from their wages and for paying workers’ compensation insurance premiums, state and federal unemployment insurance taxes, and the employer’s share of Social Security taxes on their behalf.

4. Direction and Supervision. We are supplying the Assigned Workers to you to supplement your own work force. You will direct and supervise the Assigned Workers on the job.

5. Guarantee. Even though you have selected or approved the Assigned Workers who will be assigned to you, it is possible that their abilities will not be up to your expectations. You have the right at all times to end the assignment of any Assigned Worker we send to you. Furthermore, if you become dissatisfied with the performance of any of the Assigned Workers during the first four (40) hours of their assignment, you may cancel their assignment by calling us within the time frame and telling us that you are dissatisfied. We will not bill you for the time spent by an Assigned Worker whose assignment has been ended in this way. However, if you keep an Assigned Worker on assignment for more than four (40) hours, it is agreed that the Assigned Worker’s performance is deemed to be satisfactory and you will pay the entire bill for such Assigned Worker when it is rendered. However, if we remove any Assigned Worker from an assignment at your direction, we may, nonetheless, refuse to assign replacement workers or assign other workers if, in our judgment, such action is legally required or advisable.

6. **Our Responsibilities.** In general, in regard to the Assigned Workers assigned to you by us under this Agreement, our responsibilities include the following:

- Maintaining personnel and payroll records
- Calculating and paying wages
- Withholding and remitting payroll taxes and other government-mandated payroll charges
- Hiring, assigning, reassigning, counseling, disciplining, and discharging
- Handling employee work-related claims and complaints

Prior to beginning their assignments, Assigned Workers will be asked to acknowledge that they have no right to participate in your employee benefit plans, fringe benefit plans, or your personnel policy.

We are not undertaking to provide you with a specific design, engineering or system concept or solution to a particular problem. Accordingly, we do not warrant or guarantee that the Assigned Workers will produce a technical solution to your particular problem or need. Rather, the Assigned Workers are provided to augment your existing technical capabilities to perform such technical services as you may direct.

7. **Disclaimer of Liability.** We expressly disclaim liability for any claim, loss, or liability of any kind resulting from:

- a. Your failure to adequately supervise or control Assigned Workers or safeguard your premises, processes, or systems; or without our express prior written approval, entrusting Assigned Workers with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.
- b. Your requesting or permitting Assigned Workers to use any vehicle, regardless of ownership, in connection with the performance of services for you unless we have given our prior approval in writing.
- c. Claims by Assigned Workers for benefits, compensation, damages, contributions or penalties under any employee benefit plans sponsored and maintained by you, whether or not your plans exclude Assigned Workers from coverage.
- d. Promises of increased compensation or benefits made by you to Assigned Workers.
- e. Claims by any person relating to your product or service.
- f. Your assigning Assigned Workers to duties different from their original duties or your making substantial changes to Assigned Worker's job duties or risks without our prior written approval.
- g. Claims by any person based on allegations that your business activities damaged the environment.
- h. The conduct of your officers, employees and agents.
- i. Failure by you to provide Assigned Workers with a safe work site or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site, whether or not required by law.

- j. Claims for special, indirect, consequential, punitive or lost profit damages.
- k. A violation or breach by you of any law, statute or regulation.
- l. Property damage or personal injury, including death, arising out of or resulting from acts or omissions of the Assigned Workers.

8. Billing, Payment, and Time Cards. We will send you a bill, generally each week, for all hours worked by the Assigned Workers since our previous billing, plus charges for any other properly billable items. These invoices are payable upon receipt. The balance of any invoice unpaid after thirty (30) days shall bear interest at the rate of one and one half percent (1 1/2 %) per month. In the event you fail to pay any such invoice so that legal action is required you shall be liable for all costs of collection, including reasonable attorney fees.

Because invoices are principally based upon the number of hours worked by the Assigned Workers, we require each Assigned Worker to submit a weekly record of hours worked during that week. This record is maintained on a time card that is certified by the Assigned Worker as being accurate. Your representative will also have the opportunity to sign the Assigned Worker’s time card to verify that the Assigned Worker has worked, for you, the hours listed on the time card. However, if your representative does not sign the timecard within three (3) business days, it will be presumed to be accurate and you agree to pay for the time indicated and to abide by the other terms contained on the time card.

9. Termination of this Agreement. Once this Agreement has been executed, you and we have agreed that either you or we can terminate it by giving fifteen (15) days written notice of such termination to the other. Also, you and we have agreed that either you or we will have the option to terminate this Agreement immediately if the other materially breaches any of its provisions. You will remain liable to pay any unpaid charges, and the provisions of Paragraphs 6, 7, 9, 10, 11, 17, and 18 of this agreement will remain in effect notwithstanding termination.

10. Insurance and Liability. During the term of this Agreement, we will maintain the following insurance coverages:

<u>Type</u>	<u>Coverage Limits</u>
a. Standard workers’ compensation	Statutory
b. Employer’s liability	\$ _____
c. Comprehensive general liability	\$ _____
i. Bodily injury	\$ _____
ii. Property damage	\$ _____
d. Comprehensive automobile liability	\$ _____
e. Excess umbrella liability	\$ _____

You and we agree that our total liability to you for any claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes, including our negligence, shall not exceed the total amount paid to us or paid on our behalf by our insurers under these coverage’s in settlement or satisfaction of your claim. If no such insurance coverage is provided with

respect to your claim, then our total liability for such uninsured claim shall not exceed twenty-five percent (25%) of the total of the payments made by you to us under this Agreement.

11. Solicitation of Assigned Workers. As a result of our substantial investment in maintaining our staff of contractors/consultants and in consideration of the services rendered by us, it is agreed that for a period of one hundred and eighty (180) days after the last day for which hours are reported for each Assigned Worker, that you will not utilize directly or indirectly, hire directly or indirectly or utilize or hire directly or indirectly through another staffing firm the Assigned Workers, unless otherwise agreed to by us in writing. Should you hire any of the Assigned Workers directly as an employee or independent contractor prior to completing the 90 day assignment, you shall pay to us an amount equal to thirty percent (30%) of the annualized pay of such Assigned Worker. Should you hire or utilize an Assigned Worker through another staffing firm or consulting firm within the one hundred and eighty (180) days, it is agreed that you will pay us an amount equal to thirty percent (30%) of the hourly rate charged to you for such Assigned Worker, unless otherwise agreed to by us in writing.

12. Equal Employment Opportunity.

a. It is our policy to provide employment, training, compensation, promotion and other conditions of employment without regard to race, color, religion, national origin, sex, marital or veteran status, age, or the presence of a nonjob-related handicap. We will follow this policy in providing persons to you under this Agreement. You agree to comply with your legal obligations in this regard.

b. Client and Beacon Hill affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. Client and Beacon Hill agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Worker, Client and Beacon Hill agree to cooperate in the prompt investigation and resolution of such complaint.

13. Right-to-Know Laws. Because Client controls the facilities in which Assigned Workers work, it is agreed that Client is primarily responsible for compliance with the Occupational Safety and Health Act and comparable state laws and regulations thereunder, to the extent those laws apply to Assigned Workers assigned to Client's facility, except as may be otherwise agreed in writing signed by the parties hereto. Any such agreement shall be included as an addendum to this Agreement. In addition, except as provided in Section 17 below, you represent that those persons who we will send to work at your premises will not be exposed to any hazardous chemicals (as defined by the Occupational Safety and Health Administration Hazard Communication Standards or any applicable state or local right-to-know law) under normal operating conditions or any foreseeable emergencies.

If this is not presently the case, or if this changes in the future, you agree to give us immediate written notification so that you and we may take any appropriate precautions required by the OSHA Hazard Communication Standards or any applicable state or local right-to-know law.

14. FMLA Compliance. Client and Beacon Hill agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and

any similar state or local law, Client and Beacon Hill shall cooperate in compliance with any such requirements.

15. Waiver. The failure of either you or us to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16. Amendment. This Agreement may be amended only by a written agreement between you and us that expressly amends, terminates, or supersedes this Agreement.

17. Validity of Terms. If any term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

18. Entire Agreement. This Agreement constitutes the entire agreement between you and us, and no other understanding that modifies the terms hereof shall be binding unless made in writing and signed by authorized representatives of both you and us.

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

BEACON HILL STAFFING GROUP, LLC

By: _____
Name:
Title:

CLIENT:

By: _____
Name:
Title:

EXHIBIT A

CONFIRMING LETTER SAMPLE

Pursuant to the Agreement between Beacon Hill Staffing Group, LLC and dated as of June 29, 2010 this letter confirms your order for the assignment of the following persons to work at your premises located at on the following dates and at these rates:

This is a 3 month contract to hire role with Livingston County; if the consultant is offered a full time role with Livingston County prior to completing the 3 month contact term the termination fees are as follows:

Conversion Fees

1 month – 20% of offered salary

2 months – 10% of offered salary

3 months + - 0% of offered salary

<u>Name</u>	<u>Position</u>	<u>Start Date</u>	<u>Straight Time Hourly Billing Rate</u>	<u>Overtime Hourly Billing Rate</u>
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*Note: Overtime is defined as all hours worked in excess of 40 in any one week by an individual.
Overtime may be defined differently under contractual provisions or applicable state law.*



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY

304 E. Grand River Ave, Suite 101 – Howell, MI 48843
Phone 517-548-3230 Fax 517-545-9608
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Paul McNamara
Date: 8/29/2011
Re: Information Technology Contracted Personnel

There are times when we are in need of either a hardware technician or a developer as soon as possible to help fulfill our needs to support all of our Livingston County departments. We have also been taking on more outside entities in our support, including but not limited to: all Livingston county fire and police departments, Handy Township, LESA, etc.

We would like to have the option of using Beacon Hill Staffing Group, LLC to assist us in hiring any replacement personnel, when it is for a budgeted and Board approved position. We have negotiated the terms that if after three (3) months time of contracting any consultants through them, there will be no charge to hire any of those individuals directly. This allows us to make sure any individual(s) we contract with and then hire through this option is a good fit for Information Technology (IT) and all of our Livingston County departments.

We would also like to retain the option of hiring directly, as this will help us fulfill our needs with the best possible candidate(s).

Attached for your approval, is the sample Agreement. Once the board has approved, this agreement will be submitted for legal approval and finalized with Beacon Hill Staffing Group, LLC.

If you have any questions regarding this matter please contact either Candy Atkins or myself.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO APPROVE THE TRANSFER OF FUNDS FROM THE VETERANS RELIEF FUND TO THE GENERAL FUND FOR SERVICES PROVIDED BY EXISTING STAFF AND FOR THE HIRING OF AN INDIGENT VETERANS COUNSELOR - Veterans

WHEREAS, the Board of Commissioners approved the levy of the Veterans Relief millage at 1/20 of mill in Resolution # 2009-06-193; and

WHEREAS, the Veterans Relief Millage is used to assist indigent veterans within Livingston County; and

WHEREAS, the funds generated from the millage can be used to fund the time and materials utilized by the Veterans Affairs staff with the aid of indigent veterans; and

WHEREAS, the Veterans Affairs Committee has approved the amount for the first and second quarter of 2011 that will be transferred from the Veterans Relief Fund to the General Fund; and

WHEREAS, the amount to be transferred is \$24,599.88 for the first quarter and \$14,431.88 for the second quarter of 2011; and

WHEREAS, the Veterans committee approved the hiring of a new benefits counselor for the primary purpose of assisting indigent veterans; and

WHEREAS, the Veterans committee also approved the funding of said position to be provided by the Veterans Relief Fund; and

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

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorize the transfer of funds from the Veterans Relief Fund to the General fund in the amount of \$24,599.88 for the first quarter and \$14,461.88 for the second quarter of 2011 for work related specifically to the indigent veterans of Livingston County.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize the transfer of funds from the Veterans Relief Fund to the General fund in the amount of \$26,272 for the cost of the new Veterans Benefits Counselor for the balance of the 2011.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize the following budget amendment to Veterans department.

<u>Fund</u>	<u>Amended 2011 Budget</u>	<u>Proposed Budget Amendment</u>	<u>Proposed 2011 Amended Budget</u>
Veterans	\$220,276	\$26,272	\$246,548

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MOVED:
SECONDED:
CARRIED:

Resolution Number : 2011-02

Moved by Wallace Seconded by Pratt

Authorizing transfer of funds from County Indigent Veterans Fund, back to the County in payment of direct services for indigent veterans.

Whereas, the Livingston County Veterans Committee Indigent Fund is administered to help indigent veterans of the county, under authority of the State of Michigan and the County of Michigan, and:

Whereas, in the FIRST quarter of 2011, the Veterans Affairs office reported expenses to assist Indigent veterans as follows:

A total of 719.25 hours, or 48% of office time, representing \$ 24,431.88 was expended for direct services personnel, compensation and benefits to assist indigent veteran services, and 48% of expenses for office expense, or \$ 168, is attributable to direct services indigent veteran services, for a total of \$ 24,599.88

Therefore, be it resolved, that the Veterans Affairs Committee authorize the transfer of the sum of \$24,599.88 to the County of Livingston for services and support provided on behalf of indigent veterans for the 1st Quarter of 2011, and hereby authorize the County Treasurer to dispense the county to the account they see fit.

Approved

Date: 06-08-2011

Voting For: Wallace, Pratt, Colone

Voting Against:

(Works out to \$34.20 per hour for the 719.25 chargeback hours.).

Resolution Number : 2011-05

Moved by Wallace Seconded by Pratt

Authorizing transfer of funds from County Indigent Veterans Fund, back to the County in payment of direct services for indigent veterans.

Whereas, the Livingston County Veterans Committee Indigent Fund is administered to help indigent veterans of the county, under authority of the State of Michigan and the County of Michigan, and:

Whereas, in the SECOND quarter of 2011, the Veterans Affairs office reported expenses to assist Indigent veterans as follows:

A total of 416 hours, or 28% of office time, representing \$ 14,431.88 was expended for direct services personnel, compensation and benefits to assist indigent veteran services, and 28% of expenses for office expense, or \$ 98, is attributable to direct services indigent veteran services, for a total of \$ 14,529.88

Therefore, be it resolved, that the Veterans Affairs Committee authorize the transfer of the sum of \$ 14,529.88 to the County of Livingston for services and support provided on behalf of indigent veterans for the 2nd Quarter of 2011, and hereby authorize the County Treasurer to dispense the money to the account they see fit.

Approved

Date: 08-10-2011

Voting For: Colone, Wallace, Pratt

Voting Against: None

Livingston County
Department of Veterans Affairs Committee

Minutes of June 8, 2011

Meeting called to order at 7:30 PM

Roll call of members: John Colone, Jim Wallace, and Jim Pratt, all present

Housekeeping: Mileage and Meeting forms signed

Call to the public: No response

New Relief Applications:

John F. requesting propane and a car if he finds employment. M/Pratt, S/Wallace to pay \$1458.02 for propane but defer the car pending a job.

Clement K. requesting rent/security deposit to get into an apt. that is wheelchair Accessible. Also requesting health insurance payment. Vet has not found a place to reside and the health insurance is a direct pay from a pension. M/Pratt, S/Wallace to accept him as an eligible Relief applicant and delay a Decision on rent until he finds a place and can furnish the office with a dollar figure. Carl will call committee members when that happens.

Glen C. requesting \$4200 (3 land-contract payments). Vet vacating the area and moving to Cheboygan but wants to settle back debt with contract holder. Statement furnished by vet to establish debt does not have a dollar amount and the signature of contract holder does not match the previous statements in the file. Vet told Susan that Mrs. B signed but forgot to insert the dollar amount or the Months of delinquency. M/Colone, S/Wallace to deny the request. (After Carl talked to Mrs. B she asked for the statement to be faxed to her for Signature verification. She faxed a statement back stating that her husband signed it and they are joint owners. We also have Mr. B's signature on file and there is no match, Mrs. B also admitted she knew vet is vacating the property. Vet has called the office several times and tried to get Carl to pay \$1000 but was told that would be overriding the committee's decision.)

Steven G. requesting \$5964.08 for several bills. Committee compared this Request with the last application and decided on the following: May mortgage with late fee, \$1121.66; June mortgage, \$1078.52; Howell Twp utilities, \$121.33; DTE, \$232.47; Consumers gas, \$85.89; State Farm, \$235.98; IRS, \$265.71; IHA, \$114.68; Taurus repair, \$573.97; Escort repair, \$466.27; Escort tags, \$60; Food, \$200; Gas card, \$100; Total: \$4656.48 (FYI: Steven's wife got the job at Hartland Meijer) M/Wallace, S/Pratt to pay the above requested bills.

James R. requesting assistance to buy manufactured home and repair it to make it habitable. Estimate of repair and purchase is \$2000. M/Wallace, S/Pratt to authorize Carl to pay up to \$2000 for this request.

Frank K. requesting Air Conditioner replacement, homeowners insurance, food and gas card. One bid furnished for AC with two sizes of units (3 ton and 2.5ton) Carl will have vet get another bid. M/Pratt, S/Wallace to have James R. (above) bid on AC and get back with committee on cost. OK to pay Insurance, food and gas card.

New Business:

M/Wallace, S/Pratt to approve Resolution 2011-02; Authorizing transfer of funds for 1st Quarter 2011 Reimbursement to General Fund.

M/Pratt, S/Wallace to approve Resolution 2011-03; To ratify and confirm all actions of the June 6, 2011 interviews meeting, including the recommendation to hire Jennifer Atkins.

M/Wallace, S/Pratt to approve Resolution 2011-04; To authorize the County Finance Department to establish a systematic monthly withdrawal from the Veterans Relief Fund to reimburse the General Fund for the new Veterans Counselor position being filled by Jennifer Atkins.

The office staff has made suggestions for improvement of the Relief application form. This will be worked on when Jennifer starts her employment in the office.

Old Business:

Billboard on I-96 was discussed. The Committee felt the suggestions from the staff made the ad too busy but it was agreed to drop the e-mail address and add the phone number in its place. The request of the VAMC to include their transportation program was discussed and it was felt that it also made the ad too busy.

Two old applications were discussed: Teri J. and Jack S. widow; John is having Joe Marhofer submit written bids for the repair work because his verbal quotes are the lowest to perform the repair work as previously approved by the Committee.

Good of the Order:

M/Wallace, S/Pratt to change the July meeting date to the 6th and properly post the change with the County Clerk and the bulletin boards in the East Complex.

Meeting adjourned at 9:45 PM

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO COMBINE PAYROLL WITH HUMAN RESOURCES AND ACCOUNTS PAYABLE WITH FINANCE – COUNTY CLERK/COUNTY ADMINISTRATION

WHEREAS, after much study and consideration and in collaboration with the County Administrator, the Human Resources/Labor Relations Director, and the Finance Director, the County Clerk concurs that the Payroll division become a part of the Human Resources Department and that the Accounts Payable division become part of the County Administration/Finance Department.

WHEREAS, combining Payroll with Human Resources will eliminate the duplication of records and efforts and will facilitate communication between functions with the goal of reducing errors; and

WHEREAS, combining Accounts Payable with County Administration/Finance will enhance coordination with Purchasing and budgeting and create efficiencies; and

WHEREAS, the Board of Commissioners set priorities for departments to adopt the objectives of consolidation / cooperation / collaboration / sharing services, streamlining work flows, and to challenge the status quo in all work processes to promote improvements; and

WHEREAS, this Resolution has been recommended for adoption by the General Government Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the combining of the Payroll division to become a part of the Human Resources Department and that the Accounts Payable division to become part of the County Administration/Finance Department.

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MOVED:
SECONDED:
CARRIED:



Margaret M. Dunleavy
LIVINGSTON COUNTY CLERK

County Clerk
200 East Grand River
Howell, Michigan 48843-2399

Circuit Court Clerk
204 S. Highlander Way, Suite 4
Howell, Michigan 48843-1953

517-546-0500

517-546-9816

E-mail: mdunleavy@co.livingston.mi.us

TO: Livingston County Board of Commissioners
FROM: Margaret M. Dunleavy, Livingston County Clerk
DATE: September 6, 2011
SUBJECT: Reorganization and Combination

After considerable study and collaboration with the county clerk employees affected by this recommendation, the County Administrator, the Human Resources Director and the Finance Director, I concur that the Payroll Division become a part of the Human Resource Department and that the Accounts Payable Division become a part of the Finance Division of Administration.

There are several reasons to consider this reorganization. The accounts payable will be able to assist with budget enforcement and development and continue to be a backup for payroll.

The combination of Payroll and Human Resources will be beneficial to our employees with one point of service. There will also be an elimination of duplicate files and records. The exchange of information will be more efficient.

The third floor of the historic courthouse will not require daily maintenance.

Please call ext. 8752 with any questions or concerns.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO APPROVE THE MEMORANDUM OF AGREEMENT (MOA) WITH MSU EXTENSION AND THE PROPOSED 2012 MSUE BUDGET – MSU Extension/General Government/Finance/Board

WHEREAS, MSU Extension and Livingston County have a long history of working cooperatively to deliver Extension services and MSU Extension is committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes; and

WHEREAS, The proposed base MOA with MSU Extension will allow for the continued presence of MSU Extension in Livingston County and for expansion of the 4-H program; and

WHEREAS, the County portion of the MOA included three primary components. First, the county agrees to provide MSUE an annual assessment of \$31,000 plus \$0.30 per capita based on the 2010 Census or \$85,290. Second, the county agrees to continue providing office space and support. Finally, the continuation of the Consumer Horticulture program at 0.8 FTE requires an additional investment of \$71,200 above the base assessment; and

WHEREAS, to fully fund the MOA and additional educator position, the proposed 2012 general fund budget for MSUE is \$216,930; and

WHEREAS, these funds will allow for the continuation of current programming as well as support an additional 1 FTE of 4-H program coordination.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners approve the MOA with MSU Extension and the corresponding 2012 general fund budget in the amount of \$216,930.

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MOVED:
SECONDED:
CARRIED:

Agreement for Extension Services provided by
Michigan State University

Michigan State University Extension ("MSUE"), in collaboration with Livingston County ("County") are committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes:

- Enhancing Michigan's First Green Industry: Agriculture & Agribusiness
- Preparing Michigan's Children & Youth for the Future
- Greening Michigan: Leveraging Natural and Human Assets for Prosperity
- Improving the Health & Nutrition of Michigan's residents

MSUE and the County have a long history of working cooperatively to deliver Extension services. We agree to each contribute resources to continue the delivery of Extension services in the County.

I. Basic Contributions. Generally, each of us agrees to contribute the following:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes by residents in your County. This includes access to educators appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension educators' salaries and benefits. At least one extension educator will be assigned to your County. The County may contract for additional extension educators at additional cost.
3. A 4-H program coordinator will be assigned for at least .5 FTE to the County, with up to 3.0 FTE assigned based on the youth population of the County. The County may contract for additional FTE employees at additional cost.
4. Administrative oversight of operating expenses for educators, 4-H coordinators, and other MSUE program staff and faculty ("Personnel") who provide programming to counties. Operating expenses include, for example, travel reimbursement, professional development and communications costs.
5. Supervision of the Personnel providing services to the residents of the county.
6. Supervision of County clerical staff assigned to the County Extension office, if desired.
7. Reporting at least once per year on the scope of services provided, the audiences served, and the impacts of programs delivered by MSUE in the County.

B. The County will provide:

1. Office space for a County Extension office. The office will include space for at least one extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. The office must have access to high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in Appendix A. The office and meeting space must be at least comparable to the average office space used by County employees. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media.
3. Operating expenses for the office and Personnel.

II. Funding

- A. MSU will pay the salary and benefits of the Personnel and the cost of the administrative oversight. These funds will be provided and disbursed within the University.
- B. The County will directly pay for the cost of the clerical staff (salary and benefits) and the general operating costs of the Extension office (see Appendix B).
- C. The County will provide funds to an annual assessment (see Annual Work Plan) that will be charged to the county and administered by MSU. The assessment will fund the operating expenses of the Personnel including the 4-H coordinator and the salary and fringe benefits of the 4-H coordinator position. The operating costs to be funded from the annual assessment are included in Appendix B. The assessment will be reviewed annually by MSU in consultation with the county.

III. Specific Contributions

Specific contributions and terms specific to the County are listed on Exhibit A, which is attached. Exhibit A will be updated annually to reflect the commitments for the upcoming year.

IV. Term and Termination

This agreement is effective on January 1, 2012 and terminates on December 31, 2016(5 yrs later). Either MSUE or the County may terminate this agreement, with or without cause, with 120 days written notice.

V. General Terms

- 1. Independent Contractor. The University is an independent contractor providing services to the County. The County and the University do not have the relationship of legal partners, joint ventures, principals or agents. MSUE Personnel have no right to any of County's employee benefits.
- 2. Force Majeure. Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
- 3. Assignment. This agreement is non-assignable and non-transferable.
- 4. Entire Agreement. The agreement, with its Exhibit A, is the entire agreement between MSUE and the County, superseding all previous agreements, for the subject matter of this Agreement. The agreement can only be modified in writing signed by both MSUE and the County.
- 5. No Third Party Beneficiaries. The agreement is solely for the benefit of MSUE and the County. It does not create any benefit or right for any other person, including residents of the County.
- 6. Indemnification: Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, in any way incident to or arising out of the performance or non-performance of services by the other party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.

7. Nondiscrimination: The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The University, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

MICHIGAN STATE UNIVERSITY

LIVINGSTON COUNTY

By: _____

By: _____

Daniel T. Evon, Director,
Contract & Grant Administration

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A: Annual Work Plan

A. Specific Contributions by MSUE:

1. At least 1.0 FTE extension educator whose primary office of operation will be the county Extension office included in assessment.
2. 0.8 additional extension educators at \$71,200 (FTE * rate).
3. 1.5 4-H program coordinator(s) included in assessment whose primary office of operation will be the county Extension office.
4. ___additional 4-H program coordinators/other paraprofessional at _____ (FTE * rate).
5. Administrative oversight included in annual assessment.
6. Access to extension educators with expertise in each of the MSUE Institutes included in annual assessment.
7. Supervision of University provided academic and paraprofessional staff. Supervision of county clerical staff and/or county staff upon request. Supervision is included in the annual assessment.
8. Annual reporting of services provided, audiences served, and impact of programs in the county.

B. Specific Contributions by the County:

1. Office space for a County Extension office. The office will include space for at least one Extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. Office space will be available for additional MSUE and/or county staff as mutually agreed. The office must have access to high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in appendix A. The office space must be at least comparable to the average office space used by County employees.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media.
3. Operating expenses for the office and Personnel.
4. The Assessment Fee of \$85,290 and \$71,200 for additional personnel, as described above in Section A.

C. Assessment to County:

For the period January 1, 2012 to December 31, 2012, the County shall pay to MSUE \$156,490, which is the cost of the assessment plus any additional personnel costs. Payment will be made the first month of each quarter of the county fiscal year. Payments should be sent to CANR Budget and Finance, 210 Ag Hall, Michigan State University, East Lansing, MI 48824.

MICHIGAN STATE UNIVERSITY

LIVINGSTON COUNTY

By: _____

By: _____

Daniel T. Evon, Director,
Contract & Grant Administration

Its: _____

Its: _____

Date: _____

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

It is our goal to provide the safest computing environment we can. Besides employing CISSP and Microsoft certified technicians to manage our systems, IT providers who work with us can be assured that best practices are followed in data security at each step.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. However, networks that support our employees are not expected to see traffic from gaming within some of these applications – most notably, services such as “Mafia Wars” or “Farmville”, which can be resource intensive. MSUE staff and others can refer to the standing Social Media Policy for more details.

The easiest way to allow access to necessary applications needed by Extension personnel is to allow the full MSU Internet Protocol Range access to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. The MSU-owned ranges are:

NetRange	35.8.0.0 - 35.10.255.255
CIDR	35.10.0.0/16 35.8.0.0/15

If you would like to narrow the scope further for additional protection, the addresses that will need to be allowable include:

- 35.9.160.36 (1935,443) (authentication)
- 35.8.201.221 (10020) (ProofPoint)
- 35.9.83.132 (all) (vpn.msu.edu)
- 35.9.121.194 (443) (SharePoint)
- 35.9.121.211 & 212 (443) (Exchange)
- 35.8.10.135 (adobe connect)

The following clients are necessary on all computers – Outlook (preferably 2010, MSUE provides Office 2010 licensing), Lync 2010 Client, SAP client, VPN client. (IE 7.0 or higher)

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

Appendix B
Specification of the Allocation of Costs

Annual assessment funds will cover

- salary and fringe for 4-H Coordinator
- travel required by academic educator and/or paraprofessional staff, including the 4-H Coordinators
- computer
- cell phone costs
- expenses associated with programmatic work

County will be expected to provide

- office space
- utilities for office space
- at least one landline for phone service
- high speed internet access
- any computer needs of the clerical staff
- any travel the clerical staff may need to carry out as part of their work assignment
- other expenses associated with direct constituent service requests

Date: September 7th, 2011
To: General Government and Health & Human Services Committee
From: Matt Shane, District Coordinator, MSUE *Matt Shane*
RE: MSUE 2012 budget and Memorandum of Agreement

In previous meetings we have discussed the proposed Memorandum of Agreement (MOA) between MSU Extension (MSUE) and Livingston County. It was the expressed desire of several commissioners to maintain at least the current staffing levels and program areas. Of particular interest were the 4-H and Consumer Horticulture programs. The proposed resolution and budget submission will allow for the base agreement with MSU Extension and the maintenance of current programming levels to be fully executed.

The county portion of the MOA included three primary components. Specific details are included below. First, the county agrees to provide MSUE an annual assessment of \$31,000 plus \$0.30 per capita based on the 2010 Census or \$85,290. Second, the county agrees to continue providing office space and support. Finally, the county may desire to provide funding for additional educators to provide specific educational programming, in this case Consumer Horticulture. The maximum a county can contribute to an educator position is 80% or \$71,200.

Annual assessment funds will cover

- salary and fringe for 4-H Coordinators (1.5 FTEs = \$82,500)
- travel required by academic educator and/or paraprofessional staff, including the 4-H Coordinators
- computer
- cell phone costs
- expenses associated with programmatic work

County will be expected to provide

- office space
- utilities for office space
- at least one landline for phone service
- high speed internet access
- any computer needs of the clerical staff
- any travel the clerical staff may need to carry out as part of their work assignment
- other expenses associated with direct constituent service requests

With the assistance of county administration a budget was drafted to accomplish these three provisions of the attached MOA contract. The proposed 2012 general fund budget for MSUE is \$216,930 which is a \$12,436 increase from the 2011 amended budget. These funds will allow for the continuation of current programming as well as support an additional 1 FTE of 4-H program coordination. The need for this additional coordinator was determined based on the current youth population in the county. This position will allow for the program to reach a higher percentage of the county's youth population.

Thank you for your consideration of this request.

Attachments: resolution, proposed MOA, and proposed budget



District Office

3700 E. Gull Lake Drive
Hickory Corners, MI 49060

877-643-9887

Fax: 269-671-2409

www.msue.msu.edu

MSU-E Amanded Budget Vs. Worksheet prepared by MSU

	2011 Amended MSU-E Budget	On MSU Worksheet		Difference
Salaries	\$ 42,864	\$ 42,864		\$ -
Fringes	\$ 19,722	\$ 21,708		\$ (1,986)
Oper \$\$ Educat	\$ 16,750	\$ 16,750	Amounts in these are from multiple line items	\$ -
Oper \$\$ Support	\$ 1,000	\$ 1,000		\$ -
Addtl Educators	\$ 85,380	\$ 85,380		\$ -
Additional Exp:				
Rent	\$ 23,364			
Computers	\$ 8,334			
telephones	\$ 3,158			
Office Equip Main	\$ 2,000			
Emp Training	\$ 1,500			
Software	\$ 422			
	\$ 38,778	\$ 37,700		
 Total	 \$ 204,494	 \$ 205,402		 \$ (908)

	line item
\$ 6,750	726.000
\$ 300	729.000
\$ 3,500	730.000
\$ 2,000	860.000 less \$500
\$ 1,300	860.010 less \$500
\$ 500	956.000
\$ 1,500	957.000

\$ 15,850
\$ 16,750
\$ 900

MSU-E Amended Budget Vs. Worksheet prepared by MSU

	2011 Amended MSU-E Budget	2012 Preliminary MSU-E Budget	On MSU Worksheet (Base)	On MSU Worksheet (Additional)
Salaries	\$ 42,864	\$ 29,990	\$ 28,600	\$ 29,990
Fringes	\$ 19,722	\$ 2,381	\$ 2,297	\$ 2,381
Oper \$\$ Educat	\$ 16,750	\$ 17,725		
Oper \$\$ Support	\$ 1,000	\$ 2,000	\$ 1,000	\$ 1,000
Base MOA	\$ 85,380	\$ 85,380	\$ 85,290	\$ 85,290
Additional MOA				\$ 71,200
Subtotal		\$ 137,476	\$ 117,187	\$ 189,861
Additional Exp:				
Rent	\$ 23,364	\$ 22,196	\$ 22,196	\$ 22,196
Computers	\$ 8,334	\$ 7,358	\$ 450	\$ 1,892
telephones	\$ 3,158	\$ 3,010	\$ 221	\$ 2,129
Office Equip Main	\$ 2,000	\$ 2,000	\$ 1,000	\$ -
Emp Training	\$ 1,500	\$ 1,500		
Software	\$ 422	\$ 852	\$ 150	\$ 852
	\$ 38,778	\$ 36,916	\$ 24,017	\$ 27,069
Total	\$ 204,494	\$ 174,392	\$ 141,204	\$ 216,930

	line item
\$ 6,750	726.000
\$ 300	729.000
\$ 3,500	730.000
\$ 2,000	860.000 less \$500
\$ 1,300	860.010 less \$500
\$ 500	956.000
\$ 1,500	957.000

\$ 15,850
\$ 16,750
\$ 900

RESOLUTION

NO: 2011-

LIVINGSTON COUNTY

DATE:

RESOLUTION TO AUTHORIZE INTERGOVERNMENTAL TRANSFER TO THE STATE OF MICHIGAN - Department of Public Health / Health & Human Services Committee

WHEREAS, the County of Livingston is committed to supporting programs that provide access to appropriate health care services for low-income residents of Livingston County; and

WHEREAS, the Federal government has approved Michigan's Medicaid State Plan Amendment TN No. 05-13, effective June 1, 2006, which creates an "Indigent Care Agreements Pool" for hospitals qualifying for Medicaid Disproportionate share ("DSH") payments to receive DSH payments under the Indigent Care Agreements Pool so long as: (a) the hospital has an Indigent Care Agreement with a local health care entity, such as Ingham Health Plan Corporation d/b/a Livingston Health Plan; and (b) the Indigent Care Agreement stipulates that direct or indirect health care services be provided to low-income patients with special needs who are not covered under other public or private health care programs; and

WHEREAS, Ingham Health Plan Corporation d/b/a Livingston Health Plan's purposes include promoting, organizing, managing and administering programs to create a system for providing or arranging and paying for health care services in a cost effective manner for persons unable to pay for such health care services; and

WHEREAS, Ingham Health Plan Corporation d/b/a/ Livingston Health Plan has entered into an Indigent Care Agreement with one or more qualifying hospital(s), requiring Ingham Health Plan Corporation d/b/a/ Livingston Health Plan to directly or indirectly operate a program of arranging and paying for health care to low-income individuals with special needs who are not covered under other public or private health care programs and who are unable to pay for such services; and

WHEREAS, both the Federal government and the State of Michigan participate in the financing of the Indigent Care Agreements Pool, with the Federal government matching the State's portion pursuant to the Federal medical assistance percentage formula; and

WHEREAS, certain intergovernmental transfers of public funds from Livingston County may be made to the State of Michigan to be used as the State's share in claiming the Federal match.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the County Treasurer and the Financial Officer to implement intergovernmental transfers in an annualized amount of \$500,000, to the State of Michigan for the purpose of participating in the financing of the non-federal share of

DSH payments made under the Indigent Care Agreements Pool to be paid to qualifying hospitals who have signed Indigent Care Agreements with Ingham Health Plan Corporation d/b/a Livingston Health Plan, so long as Ingham Health Plan Corporation d/b/a Livingston Health Plan maintains a current Indigent Care Agreements with those hospital(s).

BE IT FURTHER RESOLVED that the intergovernmental transfer is authorized once the following condition is in place:

The Ingham Health Plan Corporation d/b/a Livingston Health Plan has an Indigent Care Agreement currently in effect with one or more qualifying hospital(s).

BE IT FURTHER RESOLVED that this Resolution shall be effective as of October 1, 2011 through September 30, 2012.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF PUBLIC HEALTH

2300 E. Grand River, Howell, MI 48843
Phone (517) 546-9850 Fax (517) 546-6995
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Ted Westmeier
Date: September 2, 2011
**Re: RESOLUTION TO AUTHORIZE INTERGOVERNMENTAL
TRANSFER TO THE STATE OF MICHIGAN**

For the past seven years the Livingston County Board of Commissioners approved sending an intergovernmental transfer of up to \$500,000 annually to the State of Michigan to support the Michigan Medicaid Disproportionate Share Hospital (DSH) payments supported by Indigent Care Agreements between hospitals and the Livingston Health Plan. This year the request is \$386,647.

There are currently 1,100 individuals enrolled in the Livingston Health Plan. The Plan B coverage provides basic care, specialty care, generic pharmacy and laboratory testing services for individuals at or below 150% poverty that are not covered by any other governmental or private plan.

The Livingston Health Plan is a d/b/a under the Ingham Health Plan. There is an advisory committee that provides direction and recommendations as to coverage limitations, enrollment, etc. Belinda Peters and I are both members of the advisory committee.

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

RESOLUTION

NO: 2011

LIVINGSTON COUNTY

DATE:

RESOLUTION TO AUTHORIZE AGREEMENTS WITH THE INGHAM HEALTH PLAN CORPORATION D/B/A LIVINGSTON HEALTH PLAN - DEPARTMENT OF PUBLIC HEALTH / HEALTH & HUMAN SERVICES COMMITTEE

WHEREAS, the Ingham Health Plan Corporation d/b/a Livingston Health Plan has contracted with Livingston County Department of Public Health to purchase health care services to serve low income Livingston County residents, including hearing and vision screening, outreach services, communicable disease services and public health community nursing services; and

WHEREAS, the Ingham Health Plan Corporation d/b/a Livingston Health Plan has contracted with Livingston County to assure mechanisms exist to determine eligibility and to enroll persons into the Livingston Health Plan.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorizes a renewal of the contract with the Ingham Health Plan Corporation d/b/a Livingston Health Plan whereby the Public Health Department will provide hearing and vision screening, outreach services, communicable disease services, public health community nursing services for \$386,647 enrollment services to the targeted population for \$35,000, dental services through VINA dental program for \$29,231, mental health services through Community Mental Health for \$50,000 and Faith Medical Clinic in Pinckney for \$25,000.

BE IT FURTHER RESOLVED that the Financial Officer is authorized to adjust the 2010/2011 budgets of the Livingston County Department of Public Health to implement this resolution.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign the contracts authorized in this resolution including Ingham Health Plan Corporation, VINA Dental Clinic, Livingston County Community Mental Health & Faith Medical Clinic after review by the County legal counsel.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF PUBLIC HEALTH

2300 E. Grand River, Howell, MI 48843
Phone (517) 546-9850 Fax (517) 546-6995
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Ted Westmeier
Date: September 2, 2011
**Re: RESOLUTION TO AUTHORIZE AGREEMENTS WITH THE
INGHAM HEALTH PLAN CORPORATION D/B/A LIVINGSTON
HEALTH PLAN**

For the past seven years the Livingston County Board of Commissioners approved entering into a contract with Ingham Health Plan d/b/a Livingston Health Plan to provide public health services for area residents and enrollment and outreach services for the Livingston Health Plan. The contract for fiscal year 2010/11 is for \$386,647 for public health services, \$35,000 for enrollment services, dental services through VINA dental program for \$29,231, mental health services through Community Mental Health for \$50,000 and medical care for the uninsured through Faith Medical Clinic in Pinckney for \$25,000.

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

RESOLUTION

NO: 2011

LIVINGSTON COUNTY

DATE:

RESOLUTION TO AUTHORIZE AGREEMENT FOR THE DELIVERY OF COMPREHENSIVE HEALTH SERVICES FOR THE PERIOD OF OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012 - Department of Public Health

WHEREAS, the Livingston County Department of Public Health has determined a need for provision of the delivery of comprehensive health services; and

WHEREAS, these services are basic, required and allowable health services under Act 368 Public Acts of 1978, and individual categorical contractual services; and

WHEREAS, the Michigan Department of Community Health provides a contractual relationship to partially reimburse Livingston County for the following health services which represent an initial appropriation that may be revised by future amendment:

Local Public Health Operating - MDCH	\$281,329
Local Public Health Operating - MDA	113,386
Local Public Health Operating - MDEQ - Drinking Water	104,277
Local Public Health Operating - MDEQ - On-Site Sewage.....	142,327
Women, Infants & Children	317,730
Maternal & Child Health	39,490
Vaccine Quality Assurance	10,257
Immunization IAP.....	78,159
Immunization Field Rep.....	5,000
Children's Special Health Care Services (CSHCS)	80,000
Bioterrorism Emergency Preparedness	128,927
Bioterrorism Cities Readiness Initiatives	51,978
Tobacco - ARRA	6,997
TOTAL	<u>\$1,359,857</u>

WHEREAS, the Michigan Department of Community Health may propose future amendments for the purpose of revising the funding or terms of the Agreement.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes an Agreement with the Michigan Department of Community Health for the delivery of comprehensive health services in Livingston County during the period of October 1, 2011 through September 30, 2012, upon review by civil counsel.

BE IT FURTHER RESOLVED that \$1,359,837 shall be allocated to the Health Fund Account 221 to support the provisions of the Comprehensive Health Services Agreement authorized herein.

BE IT FURTHER RESOLVED that future amendments for monetary and contract language adjustments of the above-referenced Agreement be authorized upon review by Civil Counsel.

BE IT FURTHER RESOLVED that any deletions or additions of programs shall require Board approval.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF PUBLIC HEALTH

2300 E. Grand River, Howell, MI 48843
Phone (517) 546-9850 Fax (517) 546-9665
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Ted Westmeier
Date: September 2, 2011
**Re: RESOLUTION TO AUTHORIZE AGREEMENT FOR THE
DELIVERY OF COMPREHENSIVE HEALTH SERVICES
FOR THE PERIOD OF OCTOBER 1, 2011 THROUGH
SEPTEMBER 30, 2012**

The attached resolution establishes continuation of the agreement with the Michigan Department of Community health for the delivery of comprehensive health services. The MDCH provides funding to partially reimburse the county for services covered in the agreement. This resolution establishes the agreement for the period October 1, 2011 through September 30, 2012.

If you have any questions regarding this matter please contact me at (517) 552-6801.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E36) - AIRPORT

WHEREAS, Commonwealth Associates, Incorporated, of Jackson, Michigan has been selected to perform land acquisition services for the Livingston County Airport in accordance with Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) procedures; and

WHEREAS, the purchase of Parcel E36, an avigation easement north of Bowen Road and east of Burkhart Road, has been determined to be necessary for runway approach protection; and

WHEREAS, an appraisal has been prepared and a review appraisal has been completed in preparation of presenting an offer to the property owner(s) and the bank's legal representative as the property is in foreclosure; and

WHEREAS, a grant agreement to fund the purchase of this avigation easement has been approved by the Livingston County Board of Commissioners with the local share of 2.5% of acquisition costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to authorize Commonwealth Associates, Incorporated of Jackson, Michigan, to present an offer to the property owner(s) and bank representatives of Parcel E36 based upon the competed appraisal.

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Moved:

Supported:

Carried:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF AIRPORT
3480 W. Grand River
Howell, MI 48855
Phone 517-546-6675 Fax 517-546-6656
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Mark D. Johnson
Airport Manager
Date: 9/6/2011
Re: Avigation Easements Parcel E36, 48, 49,50, 51, 60, 61, 62

The appraiser and review appraiser have completed their work for the above parcels. I have the completed appraisals available in the office if you would like to review any or all of them. The total cost of the above easements is \$329,150 for which a grant has already been issued. There is approximately \$400,000 in grant funds available for these purchases.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E48) - AIRPORT

WHEREAS, Commonwealth Associates, Incorporated, of Jackson, Michigan has been selected to perform land acquisition services for the Livingston County Airport in accordance with Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) procedures; and

WHEREAS, the purchase of Parcel E48, an avigation easement north of Grand River Avenue and west of Burkhart Road, has been determined to be necessary for runway approach protection; and

WHEREAS, an appraisal has been prepared and a review appraisal has been completed in preparation of presenting an offer to the property owner(s); and

WHEREAS, a grant agreement to fund the purchase of this avigation easement has been approved by the Livingston County Board of Commissioners with the local share of 2.5% of acquisition costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to authorize Commonwealth Associates, Incorporated of Jackson, Michigan, to present an offer to the property owner(s) of Parcel E48 based upon the completed appraisal.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E49) - AIRPORT

WHEREAS, Commonwealth Associates, Incorporated, of Jackson, Michigan has been selected to perform land acquisition services for the Livingston County Airport in accordance with Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) procedures; and

WHEREAS, the purchase of Parcel E49, an avigation easement north of Grand River Avenue and west of Burkhart Road, has been determined to be necessary for runway approach protection; and

WHEREAS, an appraisal has been prepared and a review appraisal has been completed in preparation of presenting an offer to the property owner(s); and

WHEREAS, a grant agreement to fund the purchase of this avigation easement has been approved by the Livingston County Board of Commissioners with the local share of 2.5% of acquisition costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners concurs

with the Livingston County Aeronautical Facilities Board to authorize Commonwealth

Associates, Incorporated of Jackson, Michigan, to present an offer to the property

owner(s) of Parcel E49 based upon the competed appraisal.

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Moved:

Supported:

Carried:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E50) - AIRPORT

WHEREAS, Commonwealth Associates, Incorporated, of Jackson, Michigan has been selected to perform land acquisition services for the Livingston County Airport in accordance with Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) procedures; and

WHEREAS, the purchase of Parcel E50, an avigation easement north of Grand River Avenue and west of Burkhart Road, has been determined to be necessary for runway approach protection; and

WHEREAS, an appraisal has been prepared and a review appraisal has been completed in preparation of presenting an offer to the property owner(s); and

WHEREAS, a grant agreement to fund the purchase of this avigation easement has been approved by the Livingston County Board of Commissioners with the local share of 2.5% of acquisition costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to authorize Commonwealth Associates, Incorporated of Jackson, Michigan, to present an offer to the property owner(s) of Parcel E50 based upon the competed appraisal.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E51) - AIRPORT

WHEREAS, Commonwealth Associates, Incorporated, of Jackson, Michigan has been selected to perform land acquisition services for the Livingston County Airport in accordance with Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) procedures; and

WHEREAS, the purchase of Parcel E51, an avigation easement north of Grand River Avenue and west of Burkhart Road, has been determined to be necessary for runway approach protection; and

WHEREAS, an appraisal has been prepared and a review appraisal has been completed in preparation of presenting an offer to the property owner(s); and

WHEREAS, a grant agreement to fund the purchase of this avigation easement has been approved by the Livingston County Board of Commissioners with the local share of 2.5% of acquisition costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to authorize Commonwealth Associates, Incorporated of Jackson, Michigan, to present an offer to the property owner(s) of Parcel E51 based upon the competed appraisal.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E60) - AIRPORT

WHEREAS, Commonwealth Associates, Incorporated, of Jackson, Michigan has been selected to perform land acquisition services for the Livingston County Airport in accordance with Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) procedures; and

WHEREAS, the purchase of Parcel E60, an avigation easement north of Grand River Avenue and west of Burkhart Road, has been determined to be necessary for runway approach protection; and

WHEREAS, an appraisal has been prepared and a review appraisal has been completed in preparation of presenting an offer to the property owner(s); and

WHEREAS, a grant agreement to fund the purchase of this avigation easement has been approved by the Livingston County Board of Commissioners with the local share of 2.5% of acquisition costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board authorize Commonwealth Associates, Incorporated of Jackson, Michigan, to present an offer to the property owner(s) of Parcel E60 based upon the competed appraisal.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E61) - AIRPORT

WHEREAS, Commonwealth Associates, Incorporated, of Jackson, Michigan has been selected to perform land acquisition services for the Livingston County Airport in accordance with Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) procedures; and

WHEREAS, the purchase of Parcel E61, an avigation easement east of Tooley Road and north of M-59, has been determined to be necessary for runway approach protection; and

WHEREAS, an appraisal has been prepared and a review appraisal has been completed in preparation of presenting an offer to the property owner(s); and

WHEREAS, a grant agreement to fund the purchase of this avigation easement has been approved by the Livingston County Board of Commissioners with the local share of 2.5% of acquisition costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board authorize Commonwealth Associates, Incorporated of Jackson, Michigan, to present an offer to the property owner(s) of Parcel E61 based upon the competed appraisal.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND AUTHORIZE COMMONWEALTH ASSOCIATES TO PRESENT AN OFFER TO PURCHASE PROPERTY (PARCEL E62) - AIRPORT

WHEREAS, Commonwealth Associates, Incorporated, of Jackson, Michigan has been selected to perform land acquisition services for the Livingston County Airport in accordance with Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) procedures; and

WHEREAS, the purchase of Parcel E62, an avigation easement east of Tooley Road and north of M-59, has been determined to be necessary for runway approach protection; and

WHEREAS, an appraisal has been prepared and a review appraisal has been completed in preparation of presenting an offer to the property owner(s); and

WHEREAS, a grant agreement to fund the purchase of this avigation easement has been approved by the Livingston County Board of Commissioners with the local share of 2.5% of acquisition costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to authorize Commonwealth Associates, Incorporated of Jackson, Michigan, to present an offer to the property owner(s) of Parcel E62 based upon the competed appraisal.

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Moved:
Supported:
Carried: