

# Board Of Commissioners

11/13/2012

304 E Grand River, Suite 201, Howell, Michigan 48843

6:30 PM

## AGENDA

1. **RECONVENE ANNUAL MEETING**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CORRESPONDENCE**  
Oceana Co-Opposing Ballot Propositions 3 and 5
5. **CALL TO THE PUBLIC**
6. **APPROVAL OF MINUTES**  
Meeting Minutes of: October 15, 2012  
Meeting Minutes of: October 24, 2012
7. **TABLED ITEMS FROM PREVIOUS MEETINGS**  
2012-10-283 RESOLUTION TO MAKE AMENDMENTS TO THE PERSONNEL MANUAL FOR NON-UNION EMPLOYEES
8. **APPROVAL OF AGENDA**
9. **REPORTS**  
Planning Department - SEMCOG Award Presentation
10. **RESOLUTIONS FOR CONSIDERATION:**

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**2012-11-299**      **Public Health**  
RESOLUTION TO APPROVE APPOINTMENTS TO THE LENAWEELIVINGSTON-WASHTENAW SUBSTANCE ABUSE ADVISORY COMMITTEE- Board of Commissioners

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**2012-11-300**      **Building Inspections**  
RESOLUTION AMENDING RESOLUTION 2012-10-273 AUTHORIZING RENEWAL OF AGREEMENT WITH THE CITY OF BRIGHTON FOR BUILDING DEPARTMENT SERVICES

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**2012-11-301**      **District Court**  
RESOLUTION APPROVING THE FILLING OF A FULL TIME ATTORNEY/MAGISTRATE FOR THE 53RD DISTRICT COURT

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**2012-11-302**      **Circuit Court**  
RESOLUTION AUTHORIZING A GRANT FUNDED CONTRACT FOR COMMUNITY MENTAL HEALTH SERVICES OF LIVINGSTON COUNTY TO PROVIDE SERVICES IN SUPPORT OF THE 53RD DISTRICT COURT INTENSIVE TREATMENT MENTAL HEALTH COURT

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- 2012-11-303**      **Treasurer**  
RESOLUTION TO AUTHORIZE A TWO YEAR EXTENSION FOR BANKING SERVICES WITH BANK OF AMERICA
- 
- 2012-11-304**      **Jail**  
RESOLUTION AUTHORIZING THE PURCHASE OF CAMERA EQUIPMENT FOR THE JAIL
- 
- 2012-11-305**      **Sheriff**  
RESOLUTION AUTHORIZING THE COUNTY OF LIVINGSTON TO APPROVE THE USE OF A STANDARD AGREEMENT FOR LAW ENFORCEMENT SERVICES BY THE COUNTY OF LIVINGSTON AND SHERIFF OF LIVINGSTON COUNTY WITH THOSE ENTITIES REQUESTING LAW ENFORCEMENT SERVICES
- 
- 2012-11-306**      **Central Dispatch**  
RESOLUTION AUTHORIZING THE CANCELLATION OF GRID COVERAGE TESTING CONTRACT AND RECALL OF BLANKET PURCHASE ORDER NUMBER 1011-01 – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS
- 
- 2012-11-307**      **Central Dispatch**  
RESOLUTION AUTHORIZING IRREGULAR PART-TIME DISPATCHER PAY SCALE AND PREMIUM PAY FOR NIGHTS, WEEKENDS AND HOLIDAYS – 9-1-1 Central Dispatch / Emergency Management, Human Resources, Personnel Committee, Infrastructure & Development and Public Safety Committee, Finance Committee, Board of Commissioners
- 
- 2012-11-308**      **Central Dispatch**  
RESOLUTION AUTHORIZING THE 9-1-1 CENTRAL DISPATCH/EMERGENCY MANAGEMENT DEPARTMENT TO ADD A PERMANENT FULL-TIME DISPATCHER POSITION – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, PERSONNEL COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS
- 
- 2012-11-309**      **Central Dispatch**  
RESOLUTION AUTHORIZING MEMBERSHIP IN THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT
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**11. RECESS**

**NOTE:** The Call to the Public appears twice on the Agenda: once at the beginning and once at the end. Anyone wishing to address the Board may do so at these times.



Oceana County  
**BOARD OF COMMISSIONERS**  
County Building  
100 S. State Street, Suite M-4  
Hart, Michigan 49420



RESOLUTION OPPOSING BALLOT PROPOSITIONS 3 AND 5

Moved by Mr. Walker and seconded by Mr. Powers to adopt the following Resolution:

WHEREAS, Proposal 3 would lock a \$12 billion renewable energy mandate into the state constitution and threaten local control of zoning. Because it will be locked into the constitution, the standard will have to be met, no matter what. If Proposal 3 is successful, zoning laws could be challenged on constitutional grounds and overturned, stripping local officials of their authority; and,

WHEREAS, Proposal 5 is a constitutional amendment that would make it substantially more difficult for the Legislature to raise taxes. It would require a 2/3 vote of the legislature or an affirmative vote of the people at a November election to increase taxes. This would mean that 1/3 of the legislature would be able to dictate whether or not there will be any tax increases. That means that 13 senators could block a measure supported by most lawmakers and the government. This puts too much power into the hands of the minority to dictate policy; and,

WHEREAS, the Michigan Association of Counties and the Oceana County Planning Commission have considered the proposals and requested the Oceana County Board of Commissioners to oppose them.

THEREFORE, BE IT RESOLVED: That the Oceana County Board of Commissioners concurs with MAC and the Oceana County Planning Commission and also opposes Ballot Propositions 3 and 5 that will be voted on during the November General election.

Roll call vote: Walker, yes; Powers, yes; Byl, yes; Docter, yes; Brown, yes; Kolbe, absent; and, Van Sickle, yes. Motion carried.

**CERTIFICATION:**

The undersigned, being the Clerk of Oceana County, does hereby certify that on the 11th<sup>h</sup> day of October, 2012, the Oceana County Board of Commissioners did adopt the above Resolution at its Regular Meeting.

  
Rebecca J. Griffin, Clerk  
Oceana County  
Board of Commissioners

RESOLUTION

NO: 2012-11-299

LIVINGSTON COUNTY

DATE: November 13, 2012

**RESOLUTION TO APPROVE APPOINTMENTS TO THE LENAWEE-LIVINGSTON-WASHTENAW SUBSTANCE ABUSE ADVISORY COMMITTEE- Board of Commissioners**

**WHEREAS,** the Lenawee-Livingston-Washtenaw Substance Abuse Advisory Committee (LLWSAAC) revised By-Laws require each three year appointment to be made in October, and

**WHEREAS,** LLWSAAC is requesting staggered terms for the initial appointments to maintain consistency, and

**WHEREAS,** the following appointments have been recommended to fill said vacancies:

**Lenawee-Livingston-Washtenaw Substance Abuse Advisory Committee**

Ted Westmeier (current)	with term expiring 9/30/13
Anne King-Hudson (current)	with term expiring 9/30/14
Mark Robinson (current)	with term expiring 9/30/14
John Evans (new)	with term expiring 9/30/15

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the appointments and expiration date referenced above.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO:

2012-11-300

LIVINGSTON COUNTY

DATE:

November 13, 2012

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**RESOLUTION AMENDING RESOLUTION 2012-10-273 AUTHORIZING RENEWAL OF AGREEMENT WITH THE CITY OF BRIGHTON FOR BUILDING DEPARTMENT SERVICES - BUILDING INSPECTION / FINANCE / FULL BOARD**

**WHEREAS,** the City of Brighton continues to have a need to fill a vacant Building Official position; and

**WHEREAS,** this position is vital to the continuation of State-mandated building inspection and plan review functions for the City; and

**WHEREAS,** Livingston County has been providing Building Official services to the City of Brighton since November 1, 2010; and

**WHEREAS,** both parties would like to renew the agreement with the same terms and conditions for another one-year period with the addition of the provision for **automatic** annual renewals. ~~unless terminated by either party within 30 days~~

**THEREFORE BE IT RESOLVED** that the County of Livingston will continue to perform City Building Department functions, including Chief Building Official duties, per State statute for a One (1) year period, with the provision for **automatic** annual renewals.

**BE IT FURTHER RESOLVED** that the Board of Commissioners hereby authorizes the Chairman to sign the Agreement, any needed amendments and **annual renewals** upon the approval and review of civil counsel.

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**MOVED:**

**SECONDED:**

**CARRIED:**

RESOLUTION

NO: 2012-11-301

LIVINGSTON COUNTY

DATE: November 13, 2012

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**RESOLUTION APPROVING THE FILLING OF A FULL TIME ATTORNEY/MAGISTRATE FOR THE 53<sup>RD</sup> DISTRICT COURT**

**WHEREAS,** the 53<sup>RD</sup> District Court has a need to replace a full time Attorney/Magistrate due to a retirement; and

**WHEREAS,** for purposes of continuity, the 53<sup>rd</sup> District Court would continue to function efficiently if the filling of this position is granted; and

**WHEREAS,** the Chief Judge of the 53<sup>rd</sup> District Court, pursuant to MCLA 600.8501 (1) is recommending the funding of the attorney/magistrate's position; and

**WHEREAS,** the job description of the Attorney/Magistrate has been amended to include responsibilities of a law clerk for the District Court and performing duties of a family/juvenile court referee when required; and

**WHEREAS,** funding for same is available in the 53<sup>rd</sup> District Court Budget; and,

**WHEREAS,** this Resolution has been recommended for approval by the Finance Committee

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the filling of a full time Attorney/Magistrate in the 53<sup>rd</sup> District Court.

# # #

MOVED:

SECONDED:

CARRIED:

Chief District Judge  
*Theresa M. Brennan*

District Court Judges  
*Suzanne Geddis*  
*Carol Sue Reader*



*The Fifty-Third Judicial District*  
204 SOUTH HIGHLANDER WAY, HOWELL, MICHIGAN  
48843  
(517) 548-1000 – FAX (517) 548-9445

Court Administrator  
*Mary Ellen Nygren*

Attorney/Magistrate  
*Brian V. Brown*

Administrative Order 2008 – 01 (rescinds 2003-04)

## APPOINTMENT OF ATTORNEY MAGISTRATE

In accordance with MCL 600.8501 and 600.8503, and upon approval of the State Court Administrative Office (SCAO),

### IT IS ORDERED:

1. The Chief Judge of the 53rd District Court appoints Brian V. Brown as attorney magistrate.
2. Brian Brown
  - a. Is a registered elector in the County of Livingston;
  - b. Will serve at the pleasure of the Chief Judge of the district court;
  - c. Will take the constitutional oath of office;
  - d. Will file a performance bond in the amount of \$50,000 with the County of Livingston treasurer and Chief Judge;
  - e. Will complete a training course in traffic law adjudication and sanctions given by SCAO; &
  - f. Is licensed to practice law in Michigan.
3. Magistrate Brian Brown is authorized to perform the following duties:
  - a. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts or parts of acts, or local ordinances substantially corresponding to the following acts or parts of acts, if the maximum permissible punishment does not exceed 90 days in jail, a fine, or both: [MCL 600.8511(a)]

- 1) SPORT FISHING, part 487 of the natural resources and environmental protection act, MCL 324.48701 to 324.48740;
- 2) WILDLIFE CONSERVATION, part 401 of the natural resources and environmental protection act, MCL 324.40101 to 324.40119;
- 3) MARINE SAFETY, part 801 of the natural resources and environmental protection act, MCL 324.80101 to 324.80199;
- 4) MOTOR CARRIER ACT, MCL 475.1 to 479.43;
- 5) MOTOR CARRIER SAFETY ACT, MCL 480.11 to 480.22;
- 6) DOG LAW OF 1919, MCL 287.261 to 287.290;
- 7) MICHIGAN LIQUOR CONTROL CODE, MCL 436.1703 and 436.1915;
- 8) GENERAL POWERS AND DUTIES, part 5 of the natural resources and environmental protection act, MCL 324.501 to 324.511;
- 9) LITTERING, part 89 of the natural resources and environmental protection act, MCL 324.8901 to 324.8907;
- 10) HUNTING AND FISHING LICENSES, part 435 of the natural resources and environmental protection act, MCL 324.43501 to 324.43561;
- 11) RECREATIONAL TRESPASS, part 731 of the natural resources and environmental protection act, MCL 324.73101 to 324.73111; and
- 12) TRESPASS, MCL 750.546 to 750.552b.

b. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the Michigan vehicle code, MCL 257.1 to 257.923, or local ordinances substantially corresponding to provisions of the Michigan vehicle code, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both, except for violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 257.625 and 257.625m or local ordinances substantially corresponding to these provisions. [MCL 600.8511(b)]

c. Arraign and sentence upon pleas of guilty or nolo contendere for violations of the following acts, if the maximum permissible punishment does not exceed 93 days in jail, a fine, or both: [MCL 600.8511(c)]



1) OFF-ROAD RECREATION VEHICLES, part 811 of the natural resources and environmental protection act, MCL 324.81101 to 324.81150 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.81134 and 324.81135. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.81134 and 324.81135; and

2) SNOWMOBILE, part 821 of the natural resources and environmental protection act, MCL 324.82101 to 324.82160 or local ordinances substantially corresponding to these provisions, except for violations of MCL 324.82128 and 324.82129. However, the magistrate is authorized to arraign defendants and set bond with regard to violations of MCL 324.82128 and 324.82129.

d. Accept pleas of guilty or nolo contendere and impose sentence for misdemeanor or ordinance violations punishable by fines and that are not punishable by imprisonment by the terms of the statutes or ordinances creating the offenses. [MCL 600.8512a(b)]

e. Issue search warrants under general authorization. (MCL 600.8511(g))

f. Issue warrants for the arrest of persons upon written authorization of the prosecuting or municipal attorney and set pre-arraignment bonds. Written authorization is not required for vehicle law or ordinance violations within the jurisdiction of the magistrate, if a police officer issued a traffic citation in accordance with MCL 257.728 and the defendant failed to appear. [MCL 600.8511(e)]

g. Fix bail and accept bond in all criminal cases. [MCL 600.8511(f)]

h. Conduct first appearances of defendants before the court in all criminal and ordinance violation cases, including acceptance of any written demand or waiver of preliminary examination and acceptance of any written demand or waiver of jury trial. However, the magistrate may only accept pleas of guilty or nolo contendere expressly authorized under MCL 600.8511 or MCL 600.8512a. [MCL 600.8513(1)]

i. Conduct arraignments for a contempt of court violation or a probation violation, if the violation arises directly out of a criminal case for which the magistrate has authority to conduct the first appearance and involves the same defendant, and if the maximum permissible penalty for the offense does not exceed one year in jail, a fine, or both. The magistrate may accept a plea and set bond, but may not conduct a contempt or probation violation hearing or sentencing. [MCL 600.8511(d)]

j. Hear and preside over civil infraction admissions and admissions with explanation, and conduct informal hearings in civil infraction actions, and impose all sanctions allowed by statute, under the authority of MCL 600.8512a(a), MCL 600.8512 (traffic and parking civil infractions), 600.8719 (municipal civil infractions), MCL 600.8819 (state civil infractions), and other applicable sections of these acts. Informal hearings involving traffic or parking violations shall not be conducted until the magistrate has successfully completed the SCAO training course in traffic law adjudication and sanctions.

k. Perform marriages and charge a fee of \$10 which shall be deposited with the court for transmission to the funding unit at the end of each month. [MCL 600.8316]

l. Hear cases in the small claims division of the district court. [MCL 600.8401, MCL 600.8427, MCL 600.8514]

Effective Date:

Date: 4/18/08

Chief Judge Signature: 



Chief Judge  
David J. Reader

District Court Judges  
Theresa M. Brennan  
Suzanne Geddis  
Carol Sue Reader

*The Fifty-Third Judicial District*

204 SOUTH HIGHLANDER WAY  
HOWELL, MICHIGAN 48843  
(517) 548-1000  
(517) 548-9445 FAX

224 N. FIRST ST.  
BRIGHTON, MI 48116  
(810) 229-6615  
(810) 229-1770 FAX

Court Administrator  
Mary Ellen Nygren

Attorney/Magistrate  
Brian V. Brown

Date: October 10, 2012  
To: Livingston County Board of Commissioners  
From: Mary Ellen Nygren, District Court Administrator  
**RE: Attorney/Magistrate Vacancy**

As you all know, Attorney/Magistrate Brian Brown has announced his retirement effective 12/28/2012 after serving 17 years in District Court. Mr. Brown has done an outstanding job and has served the citizens of Livingston County admirably.

Since it has been nearly 18 years since a similar resolution appeared before you for consideration, some of you may not be familiar with what a Magistrate actually does for the Courts. I have attached a copy of District Court's Administrative Order 2008-1 (approved by the Supreme Court on 5/14/2008) that outlines the duties Mr. Brown has been performing every day. As you can see, the Magistrate has similar duties as a Judge and provides a valuable service to the Court.

One of the essential functions of the Magistrate's job duties involves the hearing of civil infractions. In 2009, over 25,000 civil infractions were processed through District Court. Approximately 9,000 of those civil infractions were contested and scheduled for a hearing before the Magistrate. While the number of civil infractions has decreased with budget cuts to road patrols throughout the County, the Magistrate's job description has been changed to include research law clerk duties to the District Court along with back-up family/juvenile referee duties as needed in 2013.

The services the Magistrate performs are invaluable to the Court and the citizens of Livingston County. We appreciate your support in filling this soon to be vacant position.

**EMPLOYEE NAME:** Brian Brown  
**JOB TITLE:** Attorney Magistrate  
**POSITION ID#:** 101.136-005  
**EMPLOYEES SUPERVISED:** None  
**IMMEDIATE SUPERVISOR:** Theresa Brennan



**TITLE OF IMMEDIATE SUPERVISOR:** District Court Judge

**FLSA STATUS:** Exempt - Professional

**DEPARTMENT:** District Court      **LOCATION:** Judicial Center

**EFFECTIVE:** 01/01/10      **GRADE** O      **RANGE:** \$61,832 - \$78,327  
(Those hired 11/01/09 or later: \$60,286 - \$76,369)

**WORKERS COMP. CODE:** 9410

**SUMMARY OF POSITION:**

This class is responsible for conducting hearings and providing judgments based on Court policies and procedures.

**ESSENTIAL FUNCTIONS:**

1. Conducts hearings, examines testimony and evidence, prepares and reviews orders, and conducts legal research on a variety of assigned cases.
2. Determines appropriate sentencing or outcomes based on facts of the trial, circumstances involved, and Court policies and procedures.
3. Interviews and informs witnesses, clients, victims, officials and other parties regarding cases, legal procedures, and court appearances.
4. Reviews evidence, police reports, and researches legal issues in order to authorize warrants.
5. Reviews case files, maintains an appropriate timeline for review; receives procedural direction from the judge and researches applicable laws and prepares legal opinions for the Judge's review, comment, and modification.
6. Assists the judge with scheduling their docket by contacting attorneys, parties, and other groups as required, organizing and transporting files, arranging meetings, and performing related activities.
7. Attends courtroom proceedings, documents information, records actions and transports files to appropriate location(s).
8. Assists the judge with daily operations of the office, such as answering phone calls, scheduling meetings, following-up on cases, tracking documents, and performing related assistance.
9. Confers with attorneys, plaintiffs, and defendants regarding court proceedings.
10. Serves as a back up court recorder.
11. Performs duties when 'On-Call' only including issuing warrants, fixing bail and accepting bond, conducting first appearances of defendants before the court and issuing warrants for the arrest of a person upon the written authorization of a prosecuting attorney.
12. May serve as back-up coverage to the Family/Juvenile Attorney Referee.
13. Performs other duties of a similar nature or level.

**GENERAL DUTIES:**

1. Will behave and communicate in a manner that promotes a positive work atmosphere.
2. Will maintain an awareness to provide a safe and healthy environment and will report all hazards and/or concerns.
3. Will participate in approved staff development activities, in-services and supervisory sessions.
4. Will adjust work schedule, with supervisory approval, to meet County needs.
5. Will accept other responsibilities and duties required by the supervisor consistent with the objectives and essential functions of this position. Such responsibilities shall be incorporated into the position description if they involve a lengthy commitment of time or are on going.
6. Will advise supervisor if actual practice (activity) begins to deviate significantly from specified essential functions.

**SUPPLEMENTARY FUNCTIONS:**

1. May represent Livingston County on internal/external committees or work groups to enhance service delivery or service planning.
2. May participate in community education activities.
3. May be required to participate in the periodic evaluation of services and service planning.
4. May receive and assist in resolving complaints or inquiries related to services provided by Livingston County.
5. Will participate in approved emergency activities and/or preparedness drills in the case of a county declared disaster or emergency.

**LICENSING or CERTIFICATIONS:**

- License to practice law in Michigan and a good driving record.

**QUALIFICATIONS:**

1. Juris Doctorate Degree and
2. Four years of prosecuting experience sufficient to successfully perform the essential duties of the job such as those listed above.
3. Must be a registered elector in Livingston County.

**Knowledge of:**

- Applicable local, state and federal laws, rules, and regulations;
- Specialized knowledge in a specific element of law or type of case;
- Complete knowledge of Court procedures;
- Complete knowledge of how to prosecute various types of trials or cases;
- Legal research methods.

**Skill in:**

- Applying local, state and federal laws, rules, and regulations;
- Analyzing complex information;
- Operating a computer and applicable software applications;
- Mediating conflict;
- Interpreting evidence and arguments;
- Communicating legal policies and procedures;
- Preparing legal documents;
- Conducting legal research;

- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.
- Ability to maintain records, prepare reports and answer questions.
- Ability to maintain effective working relationships and productively serve as a member of a team with employees and the public plus have the ability to deal with problems courteously and tactfully.
- Must be able to maintain cooperative working relationships and possess good interpersonal skills and be able to work within a team structure.
- Must have ability to develop computer skills to manage implemented County documentation systems.

**STAFF DEVELOPMENT/TRAINING:**

- Prevention of Harassment in the Workplace
- Michigan Right to Know
- For positions “at risk” for work-related musculoskeletal disorder (WMSD), will participate in Ergonomics Training minimally every three years.

**WORKING CONDITIONS:**

**Physical Requirements:**

- Positions in this class typically require: talking, hearing, seeing and repetitive motions.
- Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.
- May be exposed to hazardous materials found in a home or general office environment.
- Use of household cleaning products and disinfectants may be required.
- For positions “at risk” for work-related musculoskeletal disorder (WMSD):  
Will be aware of the risk factors and proper computer posture, as this position has been identified as a problem job for work-related musculoskeletal disorder (WMSD) risk.  
Must recognize the signs and symptoms of WMSDs and the importance of early reporting to Human Resources with recommendations for control.

**CRITERIA FOR MERIT INCREASES:**

- Has developed specific efficiencies in performance of duties.
- Exceeds performance objectives for the position.
- Demonstrates on-going skill development through readings, journals, etc.
- Initiates constructive ideas with supervisor for unit/position performance.
- Administers and monitors department budget within specifications outlined by the Board of Commissioners where total expenditures not exceed authorized budgetary amounts.
- Coordinates the activities of the department and its members forming a cohesive and effective team that can focus on accomplishing the organizations mission and purpose in an exemplary manner.
- Provides outstanding direction to the organization by setting an example of the conduct and work ethic expected of all employees.

I understand that failure to comply with all areas of this Position Description could result in disciplinary action. By signing below, I am indicating that I have read and understand all job requirements, agree to abide by them as written, and have received a copy of this document.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**POSITION DESCRIPTION ESTABLISHED: 10/04**

**POSITION DESCRIPTION REVIEWED: 10/12**

# Livingston County Michigan Human Resources Policy Manual

<b>Section:</b> <b>Subject:</b>	<b>Vacancy Review</b>
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## A. POLICY

### 1. PURPOSE:

Livingston County instituted a number of cost reduction measures in light of the financial forecasts indicating the County would be unable to sustain current levels of services within available resources. One of those measures is a hiring freeze. The objective of the hiring freeze for general fund departments and departments that receive a subsidy from the general fund is to contribute to the reduction of the budget deficit and to begin to make long-term structural changes and improved efficiencies in Livingston County's work force.

### 2. POLICY STATEMENT:

The Board of Commissioners instituted a hiring freeze on July 7, 2008, which resolved:

- No position in a General Fund department which becomes vacant shall be replaced. In departments not funded by the General Fund, vacancies shall be posted internally with employees in General Fund departments given first consideration. The Board encourages the sharing of responsibilities within or between Departments. In addition supervisory positions may be filled internally as long as a vacancy ultimately falls off the payroll. The Board of Commissioners also endorses consolidation of County offices in order to reduce operating expenses.

In addition, on December 1, 2008 the Board reaffirmed their position on the hiring freeze by resolving:

- Any services funded by State/Federal grants which costs exceed grant funding and which services are not basic to the health, safety, and welfare of the residents of Livingston County and/or which are provided by others; shall be discontinued and the grant funding declined.
- The approved Authorization and Funded Employee List contained in the budget shall limit the number of employees who are authorized to be employed and no funds are appropriated for any position or employees not on the approved Authorization and Funded Employee List.
- All vacancies that occur during this hiring freeze are hereby declared to be a position reduction on the Authorized and Funded Employee List for each such vacated position and funding shall be removed from the Courts, Elected Officials and Department Head budgets. Said vacated position shall not be filled, except by specific Board authorization.
- If the Board of Commissioners authorizes a vacant position to be filled, then all Judges, County Elected Officials and County Department Heads will hold that position vacancy that occurs during the 2009 fiscal year for the appropriate duration of time to properly compensate for vacation and/or sick payoffs to insure personnel expenditures don't exceed the 2009 authorized budget provided that the judges and elected officials can still perform their mandated functions at a serviceable level.



However, there may be a few instances in which the best interests of Livingston County are served by allowing a hire to take place. The attached Vacancy Review Guidelines explain the objective, criteria and procedures for granting exceptions to the hiring freeze.

Vacancy requests will be approved only when it is clear to the Board of Commissioners that:

- The work is essential to Livingston County;
- The Elected Official/Department Head has examined current work and staffing to identify and then implement changes that improve service, reduce costs and reduce the number of staff required to get the department's work done;
- Alternatives to getting the work done have been seriously explored including redesigning work, reassigning current staff, using additional technology or rethinking how work is performed, streamlining and any other staff-suggested means;
- Lower priority work has been eliminated, deferred, or handled some other way. In other words, with approval, can some of the department's current duties be discontinued?;
- There is no reasonable alternative to hiring.

Where there is no reasonable alternative to hiring, it is expected that another position will be surrendered. Step placement at hiring should be scrutinized to minimize overall personnel costs. Avoid incurring any costs that are not necessary. All County expenditures – not just personnel costs need to be examined to reduce costs to the greatest extent possible.

3. APPLICABILITY:

All budgeted full-time, part-time and temporary positions that become vacant during the period of time that the hiring freeze is in effect. The hiring freeze applies to positions in a general fund department and to departments that receive a general fund subsidy. Every position will be reviewed on an individual basis.

Replacing an incumbent during a leave must follow the Vacancy Review Process. No approval is required to return the incumbent employee to the original position.

The hiring freeze will be in effect until further notice, and will not be lifted without an affirmative action taken by the Board of Commissioners.

4. DEFINITIONS:

5. REFERENCE AND LEGAL AUTHORITY:

Board Resolution 604-193	Resolution Establishing a Position Review Process to Justify the Current Need for Vacant Positions under the General Hiring Freeze
Board Resolution 2008-07-201	Resolution Authorizing Implementation of Adjustments to the 2008 Livingston County Budget
Board Resolution 2008-12-352	Resolution Adopting the 2009 Livingston County Budget
Board Resolution 2009-05-156	Resolution Authorizing Livingston County's Annual Budget Process and Calendar for 2010

6. SEE ALSO:

Personnel Policy regarding Workforce Reduction  
Form: Livingston County 2004 General Hiring Freeze, Request to Fill  
Form: Request for Exception to the Hiring Freeze

7. SUPERSEDES:

8. APPROVED BY:

Personnel Committee: June 3, 2009  
Finance Committee: June 10, 2009  
Board of Commissioners: July 6, 2009

9. RESOLUTION: No. 2009-07-217

10. REVIEW HISTORY:

B. PROCEDURE:

The requesting Elected Official/Department Head will complete the analysis required to Request an Exception to the Hiring Freeze. The appropriate Board Sub-Committee will review all requests for hiring within their jurisdiction. Only when the appropriate Board Sub-Committee is confident that the hire meets the criteria will the request receive further review from the Finance Committee and ultimate authorization will be provided by the Board of Commissioners prior to making a job offer.

The Board Sub-Committee may request clarification or additional information as deemed necessary.

Administration will adjust budgets to reflect the savings from vacant positions.

## REQUEST FOR EXCEPTION TO THE HIRING FREEZE

Request Submitted by: *Mary Ellen Nygren*

Title of Position to be Filled: Attorney/Magistrate Salary: \$60,286

Annual Cost of Budgeted Position: \$82,396 Projected Cost for the next five years:  
\$423,996

*New Position/Classification (Yes/No): No*  
*If No: Brian Brown*

To Temporarily Replace an Employee who is on approved leave of absence:  
Name of Employee on Leave: *N/A*  
Date of Expected Return:

When did the position become vacant? *12/28/2012*

Has sufficient time been given to properly compensate for vacation and/or sick pay-offs to insure personnel expenses do not exceed the authorized budget? *Yes*

1. Briefly describe this position and why you believe that it is essential enough to warrant an exception to the overall Livingston County hiring freeze. Provide a copy of the job description.

*This position is crucial to the District Court operation. The Atty/Magistrate handles all first time appear arraignments, takes all the swear-to hearings for issuing of felony complaints from the Prosecutor's Office, hears all the informal hearings on civil infractions, hears all small claims filed and provides on call duties for after-hour and weekend judicial coverage.*

2. Indicate if this is a mandated program/service by citing the act, rule, resolution, order, etc. that has necessitated this work. Also, if mandated, explain what effect this program/service has on current operations. If not mandated, outline the reason(s) for the department providing this task/work. *While not "mandated" the Atty/Magistrate is authorized under MCL 600.8501 and 600.8503*

3. Budgeted department head count for the past five years:  
Jan., 2008: *Full time: 33; PT 4* Jan., 2009: *Full Time 33; PT 4* Jan., 2010: *Full time: 31; PT 4* Jan., 2011: *Full time:31; PT 4* Jan., 2012: *Full time: 31; PT 6*

Please explain changes: *In 2009, District court voluntary gave up two FTE's due to budget concerns for Livingston County.*

4. Does the vacant position for which an exemption is being requested perform essential function(s) that cannot be performed with the existing staff resources within Livingston County? Identify all special skills, education and/or licensing requirements for the position.

*The Atty/Magistrate must be a licensed attorney and have experience in law enforcement.*

5. Recognizing that all Elected Officials/Department Heads are expected to provide quality supervision and be creative problem solvers, how could the department reassign work and/or personnel to get all essential work of the department done without additional hiring?

*The Atty/Magistrate work could not be done by existing personnel. District Court currently works with a skeleton crew as it is.*

6. Specifically list three reasonable options if your request to replace a position is denied.

*All the work performed by the Magistrate currently would have to be distributed to the Judges.*

7. What are the consequences of deferring the vacant position over the next several months and beyond?

*The consequences of deferring the filling of the vacancy would result in delay in justice for crime victims, defendants, police officers, private business. Public safety would be jeopardized if arraignments are not done promptly and accurately.*

8. What budget saving measures has this department implemented? Have additional measures been identified?

*District Court has made budget cuts when necessary; losing two FTE's and then replacing FTE's with two part-time personnel. We are the only Court that has acquiesced and suffered those losses.*

9. What position or other costs would you be willing to drop to enable hiring – if that becomes necessary to obtain approval for hire?

*District Court has already reduced costs by dropping two FTE's completely in 2009.*

10. Please provide additional information regarding the staff of this department (i.e. organizational charts, workflow chart, staff on leaves from work/job restrictions, employee training downtime, etc.) to determine the workforce available for accomplishing the necessary tasks/services.

*District Court is already operating with a bare bones staff; everyday is a challenge to provide our services to the County and public while juggling staff illness, vacations, family deaths, etc. Training – who has time for training?? We train on the job and on the fly. It's not the ultimate way to run a business, but it's what we are forced to do with the resources available to us.*

11. Is the work required by statute to be performed at the County level or can it be shared with other Counties? With local governments?

*Atty/Magistrate work can not be shared with other counties.*

12. Explain what services can be provided by others, private sector or non-profit?

*None*

13. Are there other County employees with the skills and knowledge that can be transferred from another department thereby shifting the vacancy to another department where the position will not be filled?

*No.*

14. Has the use of temporary employees been evaluated to handle the work? Please provide explanation(s).

*N/A*

15. Has the use of part-time (less than 30 hours) employees been evaluated for feasibility and cost-effectiveness to accomplish the work? Please provide explanation(s).

*Again, District Court has implemented part-time employee when a full time vacancy occurs. The Atty/Magistrate position is not such that this would be feasible.*

16. Has current staff been working overtime and, if so, how much is currently being worked or how much is planned to be worked per week (on the average)?

*Not applicable to this position.*

17. Has cross-trained staff been fully utilized to maximize the output of existing staff? Please provide explanation(s).

*Again, not applicable to this position.*

**RESOLUTION**

**NO: 2012-11-302**

**LIVINGSTON COUNTY**

**DATE: November 13, 2012**

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**RESOLUTION AUTHORIZING A GRANT FUNDED CONTRACT FOR COMMUNITY MENTAL HEALTH SERVICES OF LIVINGSTON COUNTY TO PROVIDE SERVICES IN SUPPORT OF THE 53<sup>RD</sup> DISTRICT COURT INTENSIVE TREATMENT MENTAL HEALTH COURT**

- WHEREAS,** the 53<sup>rd</sup> District Court Intensive Treatment Mental Health Court applied for grant funding through the State Court Administrative Office (SCAO) as authorized by Resolution 12-06-176; and
- WHEREAS,** the Court received a grant of \$93,800 for FY 2013, which goes from October 1, 2012 through September 30, 2013, and
- WHEREAS,** the grant included budget for services to be provided by Community Mental Health Services of Livingston County (CMH) in an amount not to exceed \$40,420; and
- WHEREAS,** services provided by CMH include direct care, supervision, peer support, and court support; and
- WHEREAS,** The Court hereby requests to contract with Community Mental Health Services of Livingston County for the period of October 1, 2012 through September 30, 2013. Total payments will not exceed \$40,420. This amount is fully funded by the 53<sup>rd</sup> District Court SCAO Intensive Treatment Mental Health Court budget.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves said contract with Community Mental Health Services of Livingston County for the period of October 1, 2012 through September 30, 2013.

**BE IT FURTHER RESOLVED** that the Chairman is authorized to sign said contract prepared by Civil Counsel.

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**MOVED:**

**SECONDED:**

**CARRIED:**

IT Mental Health Court FY 2013 SCAO Grant Budget

Category	Item	Amount
Personnel		\$ 33,646.00
	Marie Barrett PO	\$ 26,158.00
	Matt Faust, Coordinator	\$ -
	Court Coordinator TBD	\$ 7,488.00
Fringe Benefits		\$ 4,801.00
	Marie Barrett PO	\$ 4,194.00
	Matt Faust, Coordinator	\$ -
	Court Coordinator TBD	\$ 607.00
Contractual		\$ 51,793.00
	Garry Flanary	\$ 4,500.00
	A Second Chance	\$ 3,500.00
	House Arrest Services	\$ 945.00
	Catholic Charities	\$ 1,308.00
	Genesis Club House	\$ 800.00
	Joseph Habay	\$ 320.00
	LC Community Mental Health	\$ 40,420.00
Supplies/Operating		\$ 1,000.00
	Incentives	\$ 500.00
	Graduation Gifts	\$ 250.00
	Peer Support Materials	\$ 100.00
	All-County Training Materials	\$ 150.00
Travel		\$ 2,560.00
	LETS Bus Tokens	\$ 1,000.00
	Cab fare to testings	\$ 1,560.00
	TOTAL GRANT AWARD	\$ 93,800.00

*Livingston County Circuit Court  
Judicial Center  
204 S. Highlander Way, Suite 5  
Howell, MI 48843*

**David J. Reader**  
Chief Judge

**Michael P. Hatty**  
Circuit Court Judge

**Carol Hackett Garagiola**  
Probate Court Judge

**John Evans**  
Circuit Court Administrator

**Peggy Toms**  
Administrative Coordinator  
517/546/8079  
517/546/0048 Fax

Memorandum

To: Livingston County Board of Commissioners

From: Carole Church, Court Programs Administrator

Date: October 17, 2012

Re: RESOLUTION AUTHORIZING A GRANT FUNDED CONTRACT FOR COMMUNITY MENTAL HEALTH SERVICES OF LIVINGSTON COUNTY TO PROVIDE SERVICES IN SUPPORT OF THE 53<sup>RD</sup> DISTRICT COURT INTENSIVE TREATMENT MENTAL HEALTH COURT

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The 53<sup>rd</sup> District Court Intensive Treatment Mental Health Court was recently awarded a grant in the amount of \$93,800 from the State Court Administrative Office (SCAO). This grant was applied for pursuant to Board of Commissioners approval in Resolution 2012-06-176.

A total of \$40,420 is included in the final budget for that grant program for Community Mental Health Services of Livingston County (CMH) to provide services including direct care, supervision, peer support and court support. CMH has historically provided services to the court, but FY 2013 is the first year that these services are funded under the SCAO grant rather than a separate grant.

A contract will allow for grant funds to be spent as allocated on provision of services.

Thank you for your consideration in this matter.



RESOLUTION

NO: 2012-11-303

LIVINGSTON COUNTY

DATE: November 13, 2012

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**RESOLUTION TO AUTHORIZE A TWO YEAR EXTENSION FOR BANKING SERVICES WITH BANK OF AMERICA – Treasurer – General Government/Finance/Board**

**WHEREAS,** Livingston county's current banking services agreement with Bank of America expires September 30, 2012; and

**WHEREAS,** Livingston County has received outstanding customer service from Bank of America over the past several years; and

**WHEREAS,** Bank of America has not increased baseline fees to Livingston County since 2002 and has agreed to hold the same pricing for a period of two additional years; and,

**WHEREAS,** Livingston County has sent out Requests for Proposal and received bid responses for a new Enterprise Resource Planning system; and

**WHEREAS,** It has been recommended highly by Plante Moran to delay a bank RFP until completion of implementation of the ERP; and

**WHEREAS,** It is the intent of the County Treasurer to prepare a Request for Proposal for banking services after the ERP system is functional; and

**WHEREAS,** the County anticipates implementing new ERP software which will take, approximately eighteen months to complete; and

**WHEREAS,** an RFP for banking services is a complex, time consuming and costly undertaking; and

**WHEREAS,** the departments involved will be dedicating their efforts to the implementation, training process and learning curve involved in a major implementation such as accounting software along with continuing with their normal duties.

**THEREFORE BE IT RESOLVED** that a contract be signed for banking services with Bank of America for a term of two (2) additional years from September 30, 2012; and

**BE IT FURTHER RESOLVED** that the Board Chair be authorized to sign the contract upon review of Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF LIVINGSTON COUNTY TREASURER**

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**200 E. GRAND RIVER**  
**Phone 517-546-7010 Fax 517-545-9638**  
**Web Site: livingstonlive.org**

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Jennifer M. Nash, Livingston County Treasurer**  
**Date: 08/13/2012**  
**Re: RESOLUTION TO AUTHORIZE A TWO YEAR EXTENSION**  
**FOR BANKING SERVICES WITH BANK OF AMERICA**

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Our current banking service contract expires at the end of September. While I realize we do need to prepare a Request for Proposal for banking services to see what is "out there"; I respectfully request a two year extension at this time, with Bank of America.

Bank of America has given us outstanding customer service over the years, and has an application called "Cash Pro" that allows us to basically perform all the day to day functions of banking from our desktops. I have spoken with Joe Kiss our "Client Manager" and he has agreed to extend our fees at the current price for the two year period. Please note the baseline fees have not been increased since 2002.

We have a very aggressive deadline for the current Enterprise Resource Planning system RFP process. At this time we have begun the vendor selection portion of the process. After approval by you, the Board, we anticipate the purchase of software and beginning of implementation of the ERP system. We hope to complete the project in eighteen months from beginning of the implementation.

There will be intense training and a large learning curve to overcome during the ERP implementation period. I feel adding the possibility of transitioning to a different banking service provider at the same time would overwhelm the accounting staff. Much of our daily work is completed utilizing online banking service products through BOA. ACH transaction, juror pay card funding, electronic deposits from customers, wire transfers, check positive pay files for fraud protection, automatic deposits from the State, Feds and other agencies would all need to be reconfigured in the event of accepting a bid from a new provider. I would recommend that the accounting staff should put their full efforts into this ERP process so we can

make it a successful event. I think we should support them in this endeavor, and not overburden them with “duel” critical projects.

I did speak with Plante Moran in this regard and they highly recommended that we delay the bank RFP until the implementation of the ERP is completed.

Please give me a call to discuss prior to the meeting if you wish. I will of course be at the General Government meeting to answer any question you may have at that time.

Thank you for your consideration in this matter.

RESOLUTION

NO:

2012-11-304

LIVINGSTON COUNTY

DATE:

November 13, 2012

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**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF CAMERA EQUIPMENT FOR THE JAIL/Sheriff/Public Safety/Finance/Board**

**WHEREAS,** the Livingston County Jail uses a surveillance camera system that monitors various areas of the Jail, and

**WHEREAS,** in 2011, we identified some vital areas which were not covered with the current cameras which some areas included many holding cells frequently used to house special management inmates, and

**WHEREAS,** the surveillance system has proven to be very useful to the county in protecting both staff and inmates, and

**WHEREAS,** American Video has been maintaining and repairing our camera system since 2006 and has provided a proposal for \$16,400 for new equipment, installation, maintenance with a one-year on-site warranty, and

**WHEREAS,** this equipment will integrate with the current jail camera system to provide additional viewing coverage in areas crucial to the safety and security of the jail, and

**WHEREAS,** contingency funds in the amount of \$18,300 were set aside in 2012 to use for this project.

**THEREFORE BE IT RESOLVED** that the Board of Commissioners authorize the project at a cost not to exceed \$16,400, from the General Fund Contingency set aside in the 2012 budget.

**BE IT FURTHER RESOLVED** to transfer up to \$16,400 from General Fund contingency to the Jail 101-351-977.000.

**BE IT FURTHER RESOLVED** that a Purchase Order for the amount of \$16,400 be approved to American Video Transfer, Inc. of Brighton, Michigan for this project.

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MOVED:

SECONDED:

CARRIED:



## Livingston County Sheriff Department Memo

TO: Livingston County Board of Commissioners  
FROM: Lt. Tom Cremonte  
DATE: 10/16/2012  
SUBJECT: **AUTHORIZING THE PURCHASE AND INSTALLATION OF CAMERA EQUIPMENT FOR THE JAIL**

The Livingston County Jail uses a surveillance camera system that monitors various areas of the Jail. In 2011, we identified some vital areas which were not covered with the current cameras. These areas included many holding cells frequently used to house special management inmates.

The surveillance system has proven to be very useful to the county in protecting both staff and inmates.

American Video has been maintaining and repairing our camera system since 2006. American Video Transfer has provided a proposal for \$16,400 which includes: 18 additional cameras in various areas of the Jail, one microphone, one server, 24 channel software, power supply, coax, and all incidentals supplies, configuration, installation, and one-year on-site warranty. In addition, CCTV equipment to provide an additional viewing client station and 24" panel and mounting in the Intake area.

We recommend a Purchase Order to American Video Transfer Inc. of Brighton for the installation and maintenance of the new equipment for \$16,400.

Therefore we are requesting approval of the attached resolution be approved, and to transfer up to \$16,400 from General Fund Contingency to the Jail 101-351-977.000 for this project.

If any further information is needed, please feel free to contact me. Thank you for your time.

RESOLUTION

NO: 2012-11-305

LIVINGSTON COUNTY

DATE: November 13, 2012

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**RESOLUTION AUTHORIZING THE COUNTY OF LIVINGSTON TO APPROVE THE USE OF A STANDARD AGREEMENT FOR LAW ENFORCEMENT SERVICES BY THE COUNTY OF LIVINGSTON AND SHERIFF OF LIVINGSTON COUNTY WITH THOSE ENTITIES REQUESTING LAW ENFORCEMENT SERVICES**

**WHEREAS**, the Sheriff of Livingston County periodically receives requests to enter into a contractual agreement for law enforcement services that require additional personnel and or specialized equipment, and

**WHEREAS**, public and private entities making these requests include but are not limited to: local school districts, private subdivisions, community events, profit and non-profit organizations; and

**WHEREAS**, in general, the services requested include traffic control and/or event security; and

**WHEREAS**, in part, the Agreement will detail the requester, the dates, times, and services requested, and the compensation amount per hour; and

**WHEREAS**, the compensation amount charged to the requestor shall be an amount not to exceed the actual amount incurred by the Sheriff after providing the service and the compensation amount per hour will be reviewed annually by the Sheriff and adjusted if deemed necessary; and

**WHEREAS**, the Livingston County Board of Commissioners Chairperson is authorized to sign future agreements without full Commission approval; and

**WHEREAS**, the Agreement for Law Enforcement Services will be used when there is limited time between the request for services and the time of the event; and

**WHEREAS**, the Agreement for Law Enforcement Services will not be used to circumvent any existing Livingston County contracting procedures; and

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners do hereby approve the Agreement for Law Enforcement Services for use by the the County of Livingston and the Sheriff of Livingston County upon review and approval of Civil Counsel.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners

Chairperson and the Livingston County Sheriff are authorized to enter into and

sign future Agreements for Law Enforcement Services absent full Board of  
Commissioners' approval.

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MOVED:  
SECONDED:  
CARRIED:

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and the \_\_\_\_\_ (hereinafter referred to as the "\_\_\_\_\_").

**W I T N E S S E T H:**

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

1. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
2. **Insurance.** The \_\_\_\_\_ shall be responsible for obtaining and maintaining its own property and liability insurance.
3. **Compensation.** The \_\_\_\_\_ shall pay the COUNTY the sum of SIXTY AND NO/100 DOLLARS (\$60.00) per hour per Sheriff Deputy performing services under this Agreement.
4. **Location Where Compensation is to be Paid.** The \_\_\_\_\_ shall remit all payments to the \_\_\_\_\_.
5. **Status of Sheriff Deputies Assigned Under This Agreement.** The Sheriff Deputies assigned to the \_\_\_\_\_ under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management and control.
6. **Removal of Sheriff Deputies for Emergencies.** The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the \_\_\_\_\_, for emergencies that might exist outside the area designated by this Agreement.
7. **Nondiscrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.
8. **Complete Agreement.** This Agreement contains all the terms and conditions



agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

9. **Agreement Period.** This Agreement shall commence upon the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall continue until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at which time it shall terminate.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the \_\_\_\_\_ upon eight (8) hours prior written notice to the other parties.

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

**COUNTY OF LIVINGSTON**

\_\_\_\_\_

By: \_\_\_\_\_  
Maggie E. Jones, Chairman  
County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print or Type)  
Title: \_\_\_\_\_  
(Print or Type)  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Robert J. Bezotte, Sheriff  
Date: \_\_\_\_\_

## **APPENDIX A**

DESCRIPTION OF SERVICES:



**LIVINGSTON COUNTY, MICHIGAN**  
**SHERIFF DEPARTMENT**

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150 S. Highlander Way  
Howell, MI 48843  
Phone 517-540-3983 Fax 517-552-2542  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Lt. Don Jakrzewski**  
**Date: 10-23-2012**  
**Re: Resolution requesting authorization to implement a standard  
“Agreement for Law Enforcement Services” for use by the  
Sheriff of Livingston County**

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The Sheriff and the County Board of Commissioners have determined a need to draft and approve for use a standard “Agreement for Law Enforcement Services” contract. This form will serve as a written contract between the requestor and the County of Livingston and the Sheriff of Livingston County for specific law enforcement related services.

Periodically, the Sheriff is contacted by organizations or individuals to provide services that would task the staffing levels resulting in overtime hours being paid. These events include but are not limited to, the Fowlerville Fair, Easy Rider Rodeo, school sporting events, public and private subdivision patrol, assist utility companies, and assisting road maintenance authorities.

The use of this contacting procedure allows the Sheriff to provide law enforcement services as requested in those situations that are extraordinary in scope thereby not tasking the normally scheduled patrols.

The current hourly rate of \$60.00 is determined by using the top officer overtime rate and adding the fringe benefit amount. This amount of compensation will be reviewed annually by the Sheriff and adjusted if necessary.

Approving this resolution will allow the Sheriff and the County Board of Commissioners to use the Agreement for the aforementioned instances as recommended by civil counsel. Also, this resolution will authorize the County Chairperson and the County Sheriff to enter into an agreement for services without the need to bring each and every request before the full Commission for consideration.

Thank you for your consideration. If you have any questions regarding this matter please contact  
feel free to contact me.

RESOLUTION

NO:

2012-11-306

LIVINGSTON COUNTY

DATE:

November 13, 2012

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**RESOLUTION AUTHORIZING THE CANCELLATION OF GRID COVERAGE TESTING CONTRACT AND RECALL OF BLANKET PURCHASE ORDER NUMBER 1011-01 – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS**

**WHEREAS,** the Board of Commissioners approved Resolution 2011-08-219 on August 1, 2011, to convert the county's VHF paging to an eight-site simulcast; and,

**WHEREAS,** the Board of Commissioners subsequently approved Resolution 2011-09-243 on September 6, 2011, to contract with Motorola Solutions, Inc., for the conduct of a county-wide grid coverage test as a portion of final simulcast system acceptance; and,

**WHEREAS,** pursuant to the aforementioned Resolutions, blanket purchase order number 1011-01 was issued to Motorola Solutions, Inc., on October 18, 2011, in the amount of \$57,550; and,

**WHEREAS,** the contract with Motorola Solutions, Inc., stipulates beneficial use of the system constitutes final acceptance; and,

**WHEREAS,** it is now a known impossibility to bring the entire system on line at once for the conduct of the grid test.

**THEREFORE, BE IT RESOLVED** the Livingston County Board of Commissioners approves the cancellation of the contract addendum with Motorola Solutions, Inc., for the conduct of a grid coverage test and the recall of blanket purchase order number 1011-01 following review by civil counsel.

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MOVED:

SECONDED:

CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**911 CENTRAL DISPATCH/  
EMERGENCY MANAGEMENT DEPARTMENT**

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**300 S. Highlander Way, Howell, Michigan 48843**  
**Phone 517.546.4620 Fax 517.546.5008**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

## Memorandum

**To:** Infrastructure & Development and Public Safety Committee  
Finance Committee  
Board of Commissioners

**From:** Donald T. Arbic, Director

**Date:** October 11, 2012

**Re:** Cancel Motorola Solutions, Inc., Contract  
Rescind Blanket Purchase Order Number 1011-01

The Board of Commissioners approved Resolution 2011-08-219 on August 1, 2011, to contract with Motorola Solutions, Inc., for an eight-site simulcast system for alerting both the fire service and EMS.

The Board of Commissioners approved Resolution 2011-09-243 on September 6, 2011, for a separate contract with Motorola Solutions, Inc., in the amount of \$57,550 to conduct a grid-style coverage test as a part of overall simulcast system acceptance.

It ultimately proved impossible to secure the originally proposed tower site in Green Oak Township. The county and the township collaborating to construct a radio tower was determined to be the best of five optional solutions. The Board of Commissioners approved this collaboration with the passage of Resolution 2012-10-280 on October 1, 2012.

The Green Oak Township tower cannot be constructed and placed on line until after the first of next year. F.C.C. rules require the county's paging system be narrow band compliant before the end of this year. Therefore, the department must start as much of the simulcast system as can be made operationally ready before the deadline. The Motorola Solutions, Inc. contract with the county specifies beneficial use of the system constitutes system acceptance.

The conundrum created by these facts renders the conduct of the grid-style coverage before final system acceptance an impossibility. The solution is cancel the grid test and break system acceptance testing into pieces.

Eric Sudekum, Motorola Solutions, Inc., project manager, is eager to have this purchase order recalled. A contract change order will be executed that among other solutions will modify the final system acceptance test plan.

RESOLUTION

NO:

2012-11-307

LIVINGSTON COUNTY

DATE:

November 13, 2012

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**RESOLUTION AUTHORIZING IRREGULAR PART-TIME DISPATCHER PAY SCALE AND PREMIUM PAY FOR NIGHTS, WEEKENDS AND HOLIDAYS – 9-1-1 Central Dispatch / Emergency Management, Human Resources, Personnel Committee, Infrastructure & Development and Public Safety Committee, Finance Committee, Board of Commissioners**

**WHEREAS,** the 9-1-1 Central Dispatch/Emergency Management Department employs and will continue to employ dispatchers migrating from full time to irregular part-time employees; and,

**WHEREAS,** the service of irregular part-time dispatchers is not covered by the dispatchers' collective bargaining agreement, nor does the *Personnel Manual for Non-union Employees* adequately address their employment; and,

**WHEREAS,** it is in the best interest of general public safety for the department to retain its irregular part-time employees, as well as maintain a career path and connection for employees leaving full time service but willing to contribute by working irregular part-time.

**THEREFORE, BE IT RESOLVED** the Livingston County Board of Commissioners authorizes the Human Resources Department to pay irregular part-time dispatchers employed by the 9-1-1 Central Dispatch/Emergency Management Department and having worked hours equivalent to six months of service or greater, hourly wages and premium pay for working nights, weekends and holidays commensurate with the collective bargaining agreement covering full time dispatchers, except irregular part-time dispatchers shall only be paid holiday pay of one-and-one-half (1½) times their hourly wage for holidays actually worked.

**BE IT FURTHER RESOLVED** upon recommendation of the Director of the 9-1-1 Central Dispatch/Emergency Management, the Human Resources Department is authorized to pay training and retention bonuses to irregular part-time dispatchers who have worked the equivalent qualifying hours commensurate with the full time dispatchers' collective bargaining agreement.

**BE IT FURTHER RESOLVED** hourly wages, premium pay and bonuses for irregular part-time dispatchers shall track with subsequent renewals of the full time dispatchers' collective bargaining agreement.

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MOVED:

SECONDED:

CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**911 CENTRAL DISPATCH/  
EMERGENCY MANAGEMENT DEPARTMENT**

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**300 S. Highlander Way, Howell, Michigan 48843**  
**Phone 517.546.4620 Fax 517.546.5008**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

## Memorandum

**To:** Personnel Committee  
Infrastructure & Development and Public Safety Committee  
Finance Committee  
Board of Commissioners

**From:** Donald T. Arbic, Director

**Date:** October 17, 2012

**Re:** Temporary Irregular part-time Dispatcher Pay Scale

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Currently, the 9-1-1 Central Dispatch/Emergency Management Department employs four irregular part-time dispatchers. The number of irregular part-time dispatchers so employed has varied over time. Writer believes it will be the continued practice of the department to employ irregular part-time dispatchers in the foreseeable future. Irregular part-time dispatchers are not covered by the current collective bargaining agreement (CBA), nor does the Personnel Manual adequately address their employment.

Each of the four current irregular part-time employees was once a full-time employee who at various points in their careers resigned a full-time position and accepted irregular part-time work. Three of the four are currently paid at the same hourly rate as their former full-time rate. The fourth was reduced from her former shift leader pay rate to a top-step dispatcher because the department has no need of irregular part-time shift leaders.

The four irregular part-time employees are widely spaced in the hourly pay scale because each inherited their former full-time rates or were assigned a pay rate from the CBA in force at the time. All are currently without a Board of Commissioners approved mechanism to work their way up a pay scale or capture the pay benefits of their full-time co-workers regardless of their time of service.

Irregular part-time employees perform valuable work by filling shifts for full-time employees not available due to vacation, training, medical leave or by augmenting shifts during busy time periods and special events.



October 5, 2012

Irregular part-time Dispatcher Pay continued:

Page 2 of 2

Historically, two former full time, and then irregular part-time employees opted to return to full time employment, despite having a break in service and the accompanying loss of bargaining unit seniority. The irregular part-time work maintained their skills and allowed them to resume full-time work seamlessly. Female employees of child-bearing age have found this career path option valuable.

It is in the best interest of public safety to create a mechanism for irregular part-time employees to work their way up a pay scale, as well as qualifying for premium pay while working nights, weekends and holidays comparable to their full-time counterparts. The premium pay is described below.

- Night shift (6p–6a) premium = \$.35 per hour for all pay scales
- Weekend (6p Friday–6p Sunday) = \$1.35 per hour for all pay scales
- Holiday<sup>1</sup> premium = one-and-one-half (1½) times straight time pay rate for all pay scales

The '11–'13 CBA pay scales for dispatchers and shift leaders uses the terms six month, one year, two year, etc. An hourly equivalent of 1040 for six months and 2080 per year can be readily applied to irregular part-time employees.

The '11–'13 CBA also contains provisions for payment of a \$1,500 training and retention bonus for employees successfully completing training and remaining with the department at the one and two year milestones. The aforementioned hourly equivalent standard and department director approval can be readily applied to the payment of bonuses for qualifying irregular part-time employees.

The expected cost to apply these terms to the irregular part-time employees is \$1,356.42, with minimal on-going costs as employees meet those step increase milestones.

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<sup>1</sup> Holidays listed in the CBA (13) are New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day

RESOLUTION

NO:

2012-11-308

LIVINGSTON COUNTY

DATE:

November 13, 2012

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**RESOLUTION AUTHORIZING THE 9-1-1 CENTRAL DISPATCH/EMERGENCY MANAGEMENT DEPARTMENT TO ADD A PERMANENT FULL-TIME DISPATCHER POSITION – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, PERSONNEL COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS**

**WHEREAS,** the 9-1-1 Central Dispatch/Emergency Management Department is currently authorized 24 permanent full-time dispatch positions; and,

**WHEREAS,** the historic personnel turnover rate for the department is one every 15 weeks; and,

**WHEREAS,** demands from the public and public safety make clear the necessity for the department to maintain itself as close to full staffing as possible; and,

**WHEREAS,** the department's 2013 budget request contains sufficient resources to fund an additional full-time dispatcher; and,

**WHEREAS,** the added full-time dispatcher position represents the department's best option to keep pace with turnover; and,

**WHEREAS,** should sufficient resources be unavailable in the 2014 or subsequent budget the additional position can be readily eliminated by natural attrition.

**THEREFORE, BE IT RESOLVED** the Livingston County Board of Commissioners authorizes an additional permanent full-time position for the 9-1-1 Central Dispatch/Emergency Management Department to bring its staff from 24 to 25 dispatchers.

**BE IT FURTHER RESOLVED** the 9-1-1 Central Dispatch/Emergency Management Department is authorized to amend its 2013 budget submission to reflect the added position.

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MOVED:  
SECONDED:  
CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**911 CENTRAL DISPATCH/  
EMERGENCY MANAGEMENT DEPARTMENT**

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**300 S. Highlander Way, Howell, Michigan 48843**  
**Phone 517.546.4620 Fax 517.546.5008**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

## Memorandum

**To:** Infrastructure & Development and Public Safety Committee  
Personnel Committee  
Finance Committee  
Board of Commissioners

**From:** Donald T. Arbic, Director

**Date:** October 17, 2012

**Re:** Add A Full-time Dispatcher Position

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Events the past year have demonstrated the necessity of maintaining the 9-1-1 Central Dispatch/Emergency Management Department's dispatching cadre as close to full-strength as possible in the face of its historic 15-week turnover rate. Turnover requires the department to recruit, select, hire, train, terminate and accept personnel resignations in a never ending cycle.

The sequence to fully train a dispatcher is one year. The central dispatch department is currently authorized 24 full-time dispatch positions. Its 2013 budget, as submitted, is sufficient to fund a 25<sup>th</sup> permanent full-time dispatch position.

Personnel replacement transactions rarely occur mathematically. Nevertheless, having a 25<sup>th</sup> dispatcher position would allow the department the option of filling the extra position and begin training its occupant before the next vacancy presents. The trainee can be evaluated, training commenced, and then immediately slotted in to fill a vacancy. Unsuitable probationary employees can be terminated from the training program without acute disruption of department operations. Adding a 25<sup>th</sup> dispatcher position is the best option for the department to keep pace with its turnover.

The 25<sup>th</sup> dispatcher position can be eliminated through attrition if it cannot be sustained in 2014 or subsequent budget year.

RESOLUTION

NO: 2012-11-309

LIVINGSTON COUNTY

DATE: November 13, 2012

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**RESOLUTION AUTHORIZING MEMBERSHIP IN THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT**

- WHEREAS,** the 9-1-1 Central Dispatch/Emergency Management Department operates a computer aided dispatch (CAD) system with a Page Gate® application allowing dispatchers to send duplicates of emergency calls to devices such as pagers and cell phones; and,
- WHEREAS,** this service is popular with members of the emergency services; and,
- WHEREAS,** outgoing message counts reached a AT&T spam filter threshold and central dispatch was blocked from sending messages; and,
- WHEREAS,** AT&T officials propose no-cost access to its enterprise paging solution and will re-open access to the AT&T network for messaging provided Livingston County join the WSCA; and,
- WHEREAS,** there is no cost to WSCA membership.

**THEREFORE, BE IT RESOLVED** the Livingston County Board of Commissioners authorizes the Chair to sign the *Participating Addendum Under the Western States Contracting Alliance Wireless Communication Services and Equipment* document, thusly allowing Livingston County to join the WSCA and take advantage of the no-cost AT&T offer to access its enterprise paging solution upon review and approval by County Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**911 CENTRAL DISPATCH/  
EMERGENCY MANAGEMENT DEPARTMENT**

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## Memorandum

**To:** Infrastructure & Development and Public Safety Committee  
Finance Committee  
Board of Commissioners

**From:** Donald T. Arbic, Director

**Date:** October 18, 2012

**Re:** Participation in the *Western States Contracting Alliance*  
(WSCA)

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The 9-1-1 Central Dispatch/Emergency Management Department operates a SunGard OSSI® computer aided dispatch (CAD) system. Page Gate® is a computer application associated with the CAD system allowing the department's dispatch cadre to send duplicates of calls to electronic devices such as alphanumeric pagers, cell phones and e-mail addresses. This service is most popular with members of the fire service. Nearly all cell phone using firefighters, which is nearly the entire fire fighting community, requested call duplicates sent to their cell phones. Central dispatch outgoing message counts reached the tens-of-thousands per month earlier this year.

Simultaneously, the major cell phone carriers began taking steps to reduce the amount of spam messages being transmitted to their customers. Carrier spam filters soon identified central dispatch as a possible spammer due to the number of outgoing messages it was transmitting. AT&T was one such carrier. Ultimately, AT&T, "...black listed..." central dispatch and blocked it from sending messages. Previous efforts to negotiate a no-cost solution with AT&T were unsuccessful.

October 15, 2012, county officials were notified a solution was available if the county joined the WSCA, which then would create the mechanism for AT&T to provide central dispatch its enterprise paging solution at no cost. This solution will allow central dispatch to resume sending call information across the AT&T network.

There is no WSCA membership cost.