

BOARD OF COMMISSIONERS

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

9/5/2017

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

7:30 PM

AGENDA

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CORRESPONDENCE**
5. **CALL TO THE PUBLIC**
6. **APPROVAL OF MINUTES**
 - A. Minutes of Meeting Dated: August 21, 2017
 - B. Minutes of Meeting Dated: August 30, 2017
7. **TABLED ITEMS FROM PREVIOUS MEETINGS**
8. **APPROVAL OF AGENDA**
9. **REPORTS**
10. **APPROVAL OF CONSENT AGENDA ITEMS (Roll Call)**
11. **RESOLUTIONS FOR CONSIDERATION:**

**2017-09-150
CONSENT**

Circuit Court

RESOLUTION APPROVING CREATION OF ONE ADDITIONAL CIRCUIT COURT JUDGESHIP AND THE ELIMINATION OF ONE DISTRICT COURT JUDGESHIP IN 2019

**2017-09-151
CONSENT**

Emergency Management

RESOLUTION AUTHORIZING OUT-OF-STATE TRAVEL FOR EMERGENCY MANAGEMENT STAFF TO ATTEND INCIDENT COMMAND SYSTEM 300 AND 400 TRAIN THE TRAINER COURSE AT THE EMERGENCY MANAGEMENT INSTITUTE (EMI) LOCATED IN EMMITSBURG, MARYLAND - Emergency Management / Public Safety / Finance / Board

**2017-09-152
CONSENT**

Central Dispatch

RESOLUTION REQUEST FOR SUPPORT OF MICHIGAN SENATE BILL 400 AND MICHIGAN HOUSE BILL 4651 AMENDING THE EMERGENCY TELEPHONE SERVICES ENABLING ACT- 9-1-1 CENTRAL DISPATCH /

PUBLIC SAFETY / FINANCE / BOARD OF COMMISSIONERS

2017-09-153 **Jail**
CONSENT RESOLUTION AUTHORIZING A TEACHING POSITION IN THE JAIL AND
A SUPPLEMENTAL APPROPRIATION TO THE COMMISSARY FUND -
Sheriff-Jail / Public Safety / Finance / Board

2017-09-154 **Sheriff**
CONSENT RESOLUTION AUTHORIZING THE SHERIFF'S OFFICE TO ENTER INTO
CONTRACT WITH THE STATE OF MICHIGAN, OFFICE OF HIGHWAY
SAFETY PLANNING FOR TRAFFIC ENFORCEMENT GRANT – Sheriff /
Public Safety / Finance / Board

2017-09-155 **Sheriff**
CONSENT RESOLUTION AUTHORIZING THE SHERIFF DEPARTMENT AND THE
COUNTY OF LIVINGSTON TO APPLY FOR AND ENTER INTO
CONTRACT WITH THE STATE OF MICHIGAN, OFFICE OF HIGHWAY
SAFETY PLANNING FOR FISCAL YEAR 2018 SECONDARY ROAD
PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM GRANT -
Sheriff / Public Safety / Finance / Board

2017-09-156 **Human Resources**
CONSENT RESOLUTION TO MAKE AMENDMENTS TO THE PERSONNEL MANUAL
FOR NON-UNION EMPLOYEES

2017-09-157 **Human Resources**
CONSENT RESOLUTION TO CERTIFY OFFICER AND EMPLOYEE DELEGATES TO
THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM 2017 ANNUAL
CONFERENCE

2017-09-158 **Human Resources**
CONSENT RESOLUTION AUTHORIZING THE CHAIR TO SIGN A LETTER OF
AGREEMENT FOR THE RECLASSIFICATION OF JACOB CHAMPAGNE
TO FULL-TIME DISPATCHER

12. CALL TO THE PUBLIC

13. ADJOURNMENT

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.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING, August 21, 2017
COMMISSIONERS CHAMBERS, 304 E. Grand River, Howell MI 48843

The meeting was called to order by the Chairperson Kate Lawrence at 7:30 p.m.

All rose for the Pledge of Allegiance.

Roll call by the Chief Deputy Clerk indicated the presence of a quorum as follows:

Present: Kate Lawrence (1), William Green (2), Douglas Helzerman (4), Donald Parker (5), Robert Bezotte (6), Carol Griffith (7), Dennis Dolan (8), Gary Childs (9).

Absent: David Domas (3).

Also present: Kevin Wilkinson (EMS), Ken Hinton (Administration), Cindy Catanach (Finance), Rich Malewicz (IT), Dianne McCormick (Public Health), Chelsea Moxlow (Public Health), Mike Murphy (Sheriff), Connie Conklin (CMH), Matt Nordfjord (Counsel), Kristi Cox (Chief Deputy Clerk), Jacqueline Hawkins (Deputy Clerk), Amy Kostasich (Deputy Clerk), Sue Kelly (Sierra Club), Angela Parth (Human Services Collaborative Body), Donna Gehringer (Livingston County United Way), Pam Dahlmann (Homeless Continuum of Care), Anne Rennie (Human Services Collaborative Body), Penny Murphy (Sheriff's wife), Dustin Fuoca (WHMI), Dan Wholihan (Livingston County Republican Chair).

Correspondence. None.

Call to the Public. Sue Kelly, a Brighton Township resident and also a member of the Sierra Club spoke. She advised that some residents were expressing concern and feelings of intimidation caused by contracted Deputies providing security for the ET Rover pipeline. Sheriff Murphy was present and will speak to her separately.

Dan Wholihan, Livingston County Republican Party Chair, announced GOP Dinner on October 26, 2017.

Minutes. It was moved by Commissioner Griffith that the minutes of the regularly scheduled meetings of August 7, 2017, and August 16, 2017, be approved as printed. Seconded by Commissioner Bezotte. 8 yes; 0 no; 1 absent. MOTION CARRIED.

Tabled Items. None.

Agenda. It was moved by Commissioner Childs to approve the agenda as printed. Seconded by Commissioner Dolan. 8 yes; 0 no; 1 absent. MOTION CARRIED.

Reports. Angela Parth from Human Services Collaborative Body gave a presentation regarding the 6 month assessment of their services on behalf of the homeless in Livingston County. Pam Dahlmann also spoke of her personal experience in the program. Discussion from the Board members followed.

Commissioner Dolan updated the Board on the status of jail storage building.

Consent Agenda. It was moved by Commissioner Green to approve the resolutions on the consent agenda. Seconded by Commissioner Bezotte. Roll call vote: Yes: Green, Helzerman, Parker, Bezotte, Griffith, Dolan, Childs, and Lawrence. No: None. Absent: Domas. 8 yes; 0 no; 1 absent. MOTION CARRIED.

Resolutions passed with the consent agenda:

Resolution No. 2017-08-138, Resolution Authorizing An Agreement With Washtenaw County Public Health To Expand The Getting To The Heart Of The Matter Grant Activities Into Livingston County – Public Health;

Resolution No. 2017-08-139, Resolution Authorizing An Agreement With Washtenaw County Public Health To Continue The Building Healthy Communities Grant Activities In Livingston County - Public Health;

Resolution No. 2017-08-140, Resolution Authorizing MDOT Contract For Fiscal Year 2017 Preventive Maintenance, Bus Purchases, and Garage Equipment – L.E.T.S;

Resolution No. 2017-09-141, Resolution Amending Resolution #2017-07-121 Which Authorized A Land And Water Conservation Fund Grant Agreement With The Michigan Department Of Natural Resources To Develop Public Outdoor Recreation Facilities At Fillmore County Park – Planning;

Resolution No. 2017-08-142, Resolution Authorizing A Renewal Of The Intergovernmental Agreements With Oakland County To Provide Website Hosting, On-Line And Over-The-Counter Credit Card Payments – Information Technology;

Resolution No. 2017-08-143, Resolution Authorizing Issuance Of A Purchase Order To Darktrace For The Purchase Of An Advanced Threat Protection (ATP) Appliance And Four Years Of Support – Information Technology;

Resolution No. 2017-08-144, Resolution To Concur With The Livingston County Aeronautical Facilities Board To Enter Into A Partial Final Release Of Property Damage Claims Agreement For The Aircraft Accident N525PZ – Airport;

Resolution No. 2017-08-145, Resolution To Concur With The Livingston County Aeronautical Facilities Board To Enter Into An Agreement With C&S Companies For An Update Of The Airport Layout Plan (ALP) To Comply With FAA Requirements – Airport;.

Chairperson Lawrence then presented Resolution 2017-08-146, Resolution Authorizing The Reorganization Of The Court Programs Department – Circuit Court; and Commissioner Griffith moved for its adoption. Seconded by Commissioner Childs. 8 yes; 0 no; 1 absent. MOTION CARRIED.

Chairperson Lawrence then presented Resolution 2017-08-147, Resolution To Authorize Request To Use County Grounds For Sanford/Richardson Wedding – Facility Services; and Commissioner Dolan moved for its adoption. Seconded by Commissioner Bezotte. 8 yes; 0 no; 1 absent. MOTION CARRIED.

Chairperson Lawrence presented Resolution 2017-08-148, Resolution Authorizing An Agreement With Soundque Multimedia To Provide Video Recording Services For Livingston County Board Of Commissioners’ Meeting – Board Of Commissioners; and Commissioner Childs moved for its adoption. Seconded by Commissioner Green. 8 yes; 0 no; 1 absent. MOTION CARRIED.

Lastly, Chairperson Lawrence presented Resolution 2017-08-149, Resolution Authorizing The Chair To Sign A Letter Of Understanding Regarding Initial Wage Scale Step Placement For A Promoted Sergeant; and Commissioner Griffith moved for its adoption. Seconded by Commissioner Green. 8 yes; 0 no; 1 absent. MOTION CARRIED.

Call to the Public. None.

Adjournment. It was moved by Vice Chairperson Griffith that the meeting be adjourned. Seconded by Commissioner Helzerman 8 yes; 0 no; 1 absent. MOTION CARRIED.

The meeting was adjourned at 8:12 p.m.

Elizabeth Hundley
Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING, August 30, 2017
COMMISSIONERS CHAMBERS, 304 E. Grand River, Howell MI 48843

The meeting was called to order by the Chairperson, Kate Lawrence, at 8:55 a.m.

All rose for the Pledge of Allegiance.

Roll call by the Clerk indicated the presence of a quorum as follows:

Present: Kate Lawrence (1), William Green (2), David Domas (3), Douglas Helzerman (4), Robert Bezotte (6), Carol Griffith (7), Gary Childs (9).

Absent: Donald Parker (5), Dennis Dolan (8).

Also present: Cindy Catanach (Finance), Ken Hinton (Administration), Natalie Hunt (Board of Commissioners), Rich Malewicz (IT), Kevin Wilkinson (EMS), Jeff Boyd (EMS), Therese Cremonte (Emergency Management), Andrew Seltz (Animal Control), Elizabeth Hundley (Clerk).

Call to the Public. None.

Agenda. It was moved by Commissioner Domas to approve the agenda as presented. Seconded by Commissioner Helzerman. 7 yes; 0 no; 2 absent. MOTION CARRIED.

Claims. It was moved by Commissioner Bezotte to accept the Finance Committee's recommendation for approval of claims dated August 30, 2017. Seconded by Commissioner Childs. 7 yes; 0 no; 2 absent. MOTION CARRIED.

Payables. It was moved by Commissioner Green to accept the Finance Committee's recommendation for approval of payables from 8-17-17 through 8-30-17. Seconded by Commissioner Griffith. 7 yes; 0 no; 2 absent. MOTION CARRIED.

Adjournment. It was moved by Commissioner Green that the meeting be adjourned. Seconded by Commissioner Griffith. 7 yes; 0 no; 2 absent. MOTION CARRIED.

The meeting was adjourned at 8:57 a.m.

Elizabeth Hundley
Livingston County Clerk

RESOLUTION

NO: 2017-09-150

LIVINGSTON COUNTY

DATE: September 5, 2017

RESOLUTION APPROVING CREATION OF ONE ADDITIONAL CIRCUIT COURT JUDGESHIP AND THE ELIMINATION OF ONE DISTRICT COURT JUDGESHIP IN 2019

WHEREAS, Livingston County has a total of six judgeships. The 44th Circuit Court has two judgeships, the Livingston County Probate Court has one judgeship, and the 53rd District Court has three judgeships; and

WHEREAS, the State Court Administrative Office has conducted an analysis of the recommended allocation of judicial resources in all courts in Michigan through their Judicial Resources Report issued by the Michigan Supreme Court in July 2017; and

WHEREAS, the term for one district judge ends on December 31, 2018 and the sitting judge will not run in the 2018 general election due to the mandatory retirement age for judges; and

WHEREAS, the State Court Administrative office recommends the elimination of one district judgeship on December 31, 2018 and the creation of one circuit judgeship on January 1, 2019; and

WHEREAS, this recommendation will provide the same total of six judgeships for Livingston County but with the following allocation: the 44th Circuit Court will have three judgeships, the Livingston County Probate Court will have one judgeship, and the 53rd District Court will have two judgeships; and

WHEREAS, MCL 600.550, of the Revised Judicature Act of 1961, requires that new judgeships be approved by the local County Board of Commissioners before they are authorized to be filled by election.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the creation on one additional circuit court judgeship for the 44th Circuit Court effective January 1, 2019 and the elimination of one district court judgeship for the 53rd District Court effective December 31, 2018.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to County Clerk Elizabeth Hundley and to State Court Administrator Milton Mack.

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MOVED:
SECONDED:
CARRIED:

Chief Judge
David J. Reader

Circuit Court Judge
Michael P. Hatty

Probate Court Judge
Miriam A. Cavanaugh



Livingston County Trial Courts
204 S. HIGHLANDER WAY, HOWELL, MI 48843

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

TO: Livingston County Board of Commissioners

FROM: Hon. David J. Reader
Chief Judge of the Livingston County Courts

RE: Request to Create One Additional Circuit Court Judgeship and
Eliminate One District Court Judgeship Pursuant to the Judicial Resources
Report

DATE: August 11, 2017

The State Court Administrative Office conducts a biennial review of the judicial needs of the State of Michigan and publishes the results in the Judicial Resources Report (JRR). The review begins with a statistical analysis based upon case filings and the amount of judicial time necessary to handle each case type. If the statistical analysis determines a significant judicial need or excess, then a secondary analysis is conducted.

The Michigan Supreme Court released the JRR in July 2017. As stated in the JRR, the State Court Administrative Office (SCAO) conducted a statistical analysis and a secondary analysis for Livingston County. Their recommendation is to eliminate one district judgeship on December 31, 2018 and to create one circuit judgeship on January 1, 2019. As part of the secondary analysis, SCAO considered that there will be an expected vacancy of a district court judgeship on December 31, 2018 due to the mandatory retirement age for judges.

Other factors supporting this recommendation include that the Livingston County judges crafted a Concurrent Jurisdiction Plan in November 2016 which allocated judicial resources in the same manner as recommended by SCAO in the JRR. This plan has balanced the needs of the court among the six judges. Another factor, in looking at the 2016 US Census data of Michigan, is that Livingston County is 11th in size, yet out of the top 17 counties is the only one without a business court. Public Act 333 requires circuit courts with three or more judges to create a specialized business court docket. The addition of a third circuit judge would permit the creation of a business court to enhance the timely resolution of these types of cases.

Based upon the recommendation of the JRR, the expected vacancy in the district court due to the mandatory retirement age for judges, the other factors listed, and the cost neutral implementation of this request, I am seeking approval of this resolution.

Thank you for your consideration. If you have any questions or need further information, please do not hesitate to contact me.

RESOLUTION

NO: 2017-09-151

LIVINGSTON COUNTY

DATE: September 5, 2017

RESOLUTION AUTHORIZING OUT-OF-STATE TRAVEL FOR EMERGENCY MANAGEMENT STAFF TO ATTEND THE INCIDENT COMMAND SYSTEM 300 AND 400 TRAIN THE TRAINER COURSE AT THE EMERGENCY MANAGEMENT INSTITUTE (EMI) LOCATED IN EMMITSBURG, MARYLAND – Emergency Management / Public Safety/ Finance / Board

WHEREAS, The National Incident Management System (NIMS) and the Emergency Management Performance Grant Agreement require local emergency responders and other emergency management partners be trained in the Incident Command System (ICS); and

WHEREAS, that those in a leadership or supervisory position should receive ICS 300 and ICS 400 training and one of the responsibilities of the local Emergency Manager is to facilitate ICS training; and

WHEREAS, there is currently a shortage of available ICS 300 and ICS 400 trainers in the Region One and the state with a specific and unfulfilled need in Livingston County; and

WHEREAS, there is an application process to be accepted into the EMI instructor course that includes the vetting of specific, specialized credentials for potential candidates and the training course is provided by FEMA at no cost to the candidate; and

WHEREAS, the cost of mileage utilizing the departmental assigned vehicle, lodging, and meals shall not exceed \$1,500.00; and

WHEREAS, Therese Cremonte, Livingston County, Emergency Manager is pending approval of acceptance into the next ICS 300 & 400 Train the Trainer Instructor's Course scheduled for October, 2017.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes out-of-state travel for Livingston County Emergency Manager, Therese Cremonte, to attend the ICS 300 and ICS 400 Train the Trainer instructor's course, at the Emergency Management Institute, located in Emmitsburg, Maryland from October 22, 2017 to October 28, 2017, at a cost not to exceed \$1,500.00.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Therese Cremonte, Emergency Manager
Date: 08/18/2017
Re: Out-of-State Travel for Training

Livingston County is in need of continuous Incident Command System (ICS) training for both emergency responders and other emergency management partners such as health department representatives, non-profit representatives, and government officials. Two training classes that are needed for supervisors and those in leadership positions is ICS 300 and ICS 400. These trainings are important for those in lead positions during a disaster or an emergency. These ICS training courses teach those in leadership roles the expectations of the National Incident Management System when operating in emergency conditions requiring the implementation of the Incident Command System (ICS) on the local level.

There is a shortage of instructors for ICS 300 and ICS 400 courses, although the need for the instruction has increased. The credentials need for acceptance into the program to become an instructor for these classes are vetted by FEMA. Further, the only way to obtain the ICS instructor credential is through a certified FEMA instruction class. I have applied to the Emergency Management Institute (EMI) located in Emmitsburg, Maryland and have met the required credentials and prerequisites. Acceptance to the next instructor class is pending. The next instructor's class is scheduled for October 23rd to 27th, 2017. There will be two additional days of travel required on each end of the training. Travel days will be October 22nd and October 28th, 2017.

If allowed to obtain the training credential, I will be able to train local responders and partners without incurring training costs associated with bringing instructors from other areas of the state. Further, there would be the convenience of scheduling the training for local responders in need of this training. Emergency Management is a facilitating agency for local Incident Command System training.

The cost investment for this training is minimal as the FEMA class is provided at no charge and I will utilize my departmental vehicle for travel, saving the cost of mileage and air fare. The only associated cost will be food and lodging. Costs for this out-of-state travel would not exceed \$1,500.00, and there is a balance to cover the cost of this training in the Emergency Management budget object line for out-of-state travel.

The opportunity to have a certified ICS 300 and ICS 400 instructor would be of great benefit to Livingston County and our regional partners.

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

RESOLUTION

NO:

2017-09-152

LIVINGSTON COUNTY

DATE:

September 5, 2017

RESOLUTION REQUEST FOR SUPPORT OF MICHIGAN SENATE BILL 400 AND MICHIGAN HOUSE BILL 4651 AMENDING THE EMERGENCY TELEPHONE SERVICES ENABLING ACT – 9-1-1 Central Dispatch / Public Safety / Finance / Board Of Commissioners

WHEREAS, Michigan House Bill 4651 and Senate Bill 400 have been introduced in the Michigan Legislature, which would amend Public Act 32 of 1986 entitled the “Emergency Telephone Service Enabling Act”; and,

WHEREAS, these bills would amend the funding systems for 9-1-1 so that all communication devices that have access to 9-1-1, including prepaid wireless devices, contribute equally to the funding of 9-1-1 operations; and,

WHEREAS, these bills provide a stable funding source for the counties to support their migration to Next Generation 9-1-1 and ongoing operational levels of service for 9-1-1 to its residents; and,

WHEREAS, these bills afford the State and Counties collecting 9-1-1 fees a mechanism for court action should any service providers fail to collect and remit the fees; and,

WHEREAS, these bills have a mechanism that provides the necessary checks and balances to ensure revenues generated are used for authorized expenditures for 9-1-1 services; and,

WHEREAS, these authorized expenditures are limited to those directly related to receiving and processing 9-1-1 calls and the subsequent dispatching of responders via public safety radios; and

WHEREAS, such limitation of expenditures has historically met the criteria established through the courts to define 9-1-1 surcharge as a fee for service directly related to telephone service; and

WHEREAS, any attempt to amend House Bill 4651 and Senate Bill 400 for other State of Michigan general fund purpose not directly related to 9-1-1 may not meet the criteria of a fee for service and could be viewed as a tax increase for the residents of Livingston County.

THEREFORE BE IT RESOLVED, that the Livingston County Board of Commissioners does hereby offer support of House Bill 4651 and Senate Bill 400 as introduced; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to Governor Snyder, and all Senators and Representatives serving Livingston County.

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MOVED:

SECONDED:

CARRIED:

HOUSE BILL No. 4651

May 24, 2017, Introduced by Reps. Sheppard and Inman and referred to the Committee on Communications and Technology.

A bill to amend 1986 PA 32, entitled "Emergency 9-1-1 service enabling act," by amending sections 102, 201, 312, 401a, 401b, 401c, 403, 406, 407, and 408 (MCL 484.1102, 484.1201, 484.1312, 484.1401a, 484.1401b, 484.1401c, 484.1403, 484.1406, 484.1407, and 484.1408), sections 102, 401a, and 401b as amended by 2012 PA 260, sections 201 and 312 as amended by 2007 PA 164, section 401c as amended by 2012 PA 433, sections 403, 406, and 407 as amended by 2007 PA 165, and section 408 as amended by 2013 PA 113.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 102. As used in this act:

2 (a) "Automatic location identification" or "ALI" means a 9-1-1
3 service feature provided by the service supplier that automatically
4 provides the name and service address or, for a CMRS service
5 supplier, the location associated with the calling party's

1 telephone number as identified by automatic number identification
2 to a 9-1-1 public safety answering point.

3 (b) "Automatic number identification" or "ANI" means a 9-1-1
4 service feature provided by the service supplier that automatically
5 provides the calling party's telephone number to a 9-1-1 public
6 safety answering point.

7 (c) "Commercial mobile radio service" or "CMRS" means
8 commercial mobile radio service regulated under section 3 of title
9 I and section 332 of title III of the communications act of 1934,
10 chapter 652, 48 Stat.—**STAT** 1064, 47 USC 153 and 332, and the rules
11 of the ~~federal communications commission~~ **FEDERAL COMMUNICATIONS**
12 **COMMISSION** or provided under the wireless emergency service order.
13 Commercial mobile radio service or CMRS includes all of the
14 following:

15 (i) A wireless 2-way communication device, including a radio
16 telephone used in cellular telephone service or personal
17 communication service.

18 (ii) A functional equivalent of a radio telephone
19 communications line used in cellular telephone service or personal
20 communication service.

21 (iii) A network radio access line.

22 (d) "Commission" means the Michigan public service commission.

23 (e) "Committee" means the emergency 9-1-1 service committee
24 created under section 712.

25 (f) "Common network costs" means the costs associated with the
26 common network required to deliver a 9-1-1 call with ALI and ANI
27 from a selective router to the proper PSAP and the costs associated

1 with the 9-1-1 database and data distribution system of the primary
2 9-1-1 service supplier identified in a county 9-1-1 plan. As used
3 in this subdivision, "common network" means the elements of a
4 service supplier's network that are not exclusive to the supplier
5 or technology capable of accessing the 9-1-1 system.

6 (g) "Communication service" means a service capable of
7 accessing, connecting with, or interfacing with a 9-1-1 system,
8 exclusively through the numerals 9-1-1, by dialing, initializing,
9 or otherwise activating the 9-1-1 system through the numerals 9-1-1
10 by means of a local telephone device, cellular telephone device,
11 wireless communication device, interconnected voice over the
12 internet device, or any other means.

13 (h) "CMRS connection" means each number assigned to a CMRS
14 customer.

15 (i) "Consolidated dispatch" means a countywide or regional
16 emergency dispatch service that provides dispatch service for 75%
17 or more of the law enforcement, fire fighting, emergency medical
18 service, and other emergency service agencies within the
19 geographical area of a 9-1-1 service district or serves 75% or more
20 of the population within a 9-1-1 service district.

21 (j) "County 9-1-1 charge" means the charge allowed under
22 sections 401b and 401e.

23 (k) "Database service provider" means a service supplier who
24 maintains and supplies or contracts to maintain and supply an ALI
25 database or an MSAG.

26 (l) "Direct dispatch method" means that the agency receiving
27 the 9-1-1 call at the public safety answering point decides on the

1 proper action to be taken and dispatches the appropriate available
2 public safety service unit located closest to the request for
3 public safety service.

4 (m) "Emergency response service" or "ERS" means a public or
5 private agency that responds to events or situations that are
6 dangerous or that are considered by a member of the public to
7 threaten the public safety. An emergency response service includes
8 a police or fire department, an ambulance service, or any other
9 public or private entity trained and able to alleviate a dangerous
10 or threatening situation.

11 (n) "Emergency service zone" or "ESZ" means the designation
12 assigned by a county to each street name and address range that
13 identifies which emergency response service is responsible for
14 responding to an exchange access facility's premises.

15 (o) "Emergency telephone charge" means the emergency telephone
16 operational charge and emergency telephone technical charge allowed
17 under section 401.

18 (p) "Emergency 9-1-1 district" or "9-1-1 service district"
19 means the area in which 9-1-1 service is provided or is planned to
20 be provided to service users under a 9-1-1 system implemented under
21 this act.

22 (q) "Emergency 9-1-1 district board" means the governing body
23 created by the board of commissioners of the county or counties
24 with authority over an emergency 9-1-1 district.

25 (r) "Emergency telephone operational charge" means a charge
26 allowed under section 401 for nonnetwork technical equipment and
27 other costs directly related to the dispatch facility and the

1 operation of 1 or more PSAPs including, but not limited to, the
2 costs of dispatch personnel and radio equipment necessary to
3 provide 2-way communication between PSAPs and a public safety
4 agency. Emergency telephone operational charge does not include
5 non-PSAP related costs such as response vehicles and other
6 personnel.

7 (s) "Emergency telephone technical charge" means a charge as
8 allowed under section 401 or 401d for costs directly related to 9-
9 1-1 service including plant-related costs associated with the use
10 of the public switched telephone network from the end user to the
11 selective router, the network start-up costs, customer notification
12 costs, common network costs, administrative costs, database
13 management costs, and network nonrecurring and recurring
14 installation, maintenance, service, and equipment charges of a
15 service supplier providing 9-1-1 service under this act. Emergency
16 telephone technical charge does not include costs recovered under
17 sections 401b(10) and 408(2).

18 (t) "Exchange access facility" means the access from a
19 particular service user's premises to the communication service.
20 Exchange access facilities include service supplier provided access
21 lines, PBX trunks, and centrex line trunk equivalents, all as
22 defined by tariffs of the service suppliers as approved by the
23 public service commission. Exchange access facilities do not
24 include telephone pay station lines or WATS, FX, or incoming only
25 lines.

26 (u) "Final 9-1-1 service plan" means a tentative 9-1-1 service
27 plan that has been modified only to reflect necessary changes

1 resulting from any failure of public safety agencies to be
2 designated as PSAPs or secondary PSAPs under section 307.

3 **(V) "IP-BASED 9-1-1 SERVICE PROVIDER" MEANS THE PROVIDER OF A**
4 **STANDARDS-BASED DIGITAL (INTERNET PROTOCOL) SECURE REDUNDANT**
5 **MANAGED 9-1-1 TRANSPORT NETWORK USED FOR THE ROUTING AND DELIVERY**
6 **OF 9-1-1 CONNECTIVITY WITH LOCATION INFORMATION FROM A PARTY**
7 **REQUESTING EMERGENCY SERVICES TO A PSAP. AN IP-BASED 9-1-1 NETWORK**
8 **CAN INTERFACE WITH OTHER NETWORKS AND TRANSPORT OTHER EMERGENCY**
9 **SERVICES APPLICATIONS. AN IP-BASED 9-1-1 NETWORK MAY BE CONSTRUCTED**
10 **FROM A MIX OF DEDICATED AND SHARED FACILITIES OR NETWORKS, AND MAY**
11 **BE INTERCONNECTED AT LOCAL, REGIONAL, STATE, FEDERAL, NATIONAL, AND**
12 **INTERNATIONAL LEVELS TO FORM AN IP-BASED INTER-NETWORK OR INTRA-**
13 **NETWORK OF 9-1-1 CONNECTIVITY.**

14 **(W) ~~(v)~~**"Master street address guide" or "MSAG" means a
15 perpetual database that contains information continuously provided
16 by a service district that defines the geographic area of the
17 service district and includes an alphabetical list of street names,
18 the range of address numbers on each street, the names of each
19 community in the service district, the emergency service zone of
20 each service user, and the primary service answering point
21 identification codes.

22 **(X) ~~(w)~~**"Obligations" means bonds, notes, installment purchase
23 contracts, or lease purchase agreements to be issued by a public
24 agency under a law of this state.

25 **(Y) ~~(x)~~**"Person" means an individual, corporation,
26 partnership, association, governmental entity, or any other legal
27 entity.

1 **(Z)** ~~(y)~~—"Prepaid wireless telecommunications service" means a
2 commercial mobile radio service that allows a caller to dial 9-1-1
3 to access the 9-1-1 system and is paid for in advance and sold in
4 predetermined units or dollars of which the number declines with
5 use in a known amount.

6 **(AA)** ~~(z)~~—"Primary public safety answering point", "PSAP", or
7 "primary PSAP" means a communications facility operated or answered
8 on a 24-hour basis assigned responsibility by a public agency or
9 county to receive 9-1-1 calls and to dispatch public safety
10 response services, as appropriate, by the direct dispatch method,
11 relay method, or transfer method. It is the first point of
12 reception by a public safety agency of a 9-1-1 call and serves the
13 jurisdictions in which it is located and other participating
14 jurisdictions, if any.

15 **(BB)** ~~(aa)~~—"Prime rate" means the average predominant prime
16 rate quoted by not less than 3 commercial financial institutions as
17 determined by the department of treasury.

18 **(CC)** ~~(bb)~~—"Private safety entity" means a nongovernmental
19 organization that provides emergency fire, ambulance, or medical
20 services.

21 **(DD)** ~~(ee)~~—"Public agency" means a village, township, charter
22 township, or city within the state and any special purpose district
23 located in whole or in part within the state.

24 **(EE)** ~~(dd)~~—"Public safety agency" means a functional division
25 of a public agency, county, or the state that provides fire
26 fighting, law enforcement, ambulance, medical, or other emergency
27 services.

1 **(FF)** ~~(ee)~~ "Qualified obligations" means obligations that meet
2 1 or more of the following:

3 (i) The proceeds of the obligations benefit the 9-1-1
4 district, and for which all of the following conditions are met:

5 (A) The proceeds of the obligations are used for capital
6 expenditures, costs of a reserve fund securing the obligations, and
7 costs of issuing the obligations. The proceeds of obligations ~~shall~~
8 **MUST** not be used for operational expenses.

9 (B) The weighted average maturity of the obligations does not
10 exceed the useful life of the capital assets.

11 (C) The obligations ~~shall~~ **DO** not in whole or in part
12 appreciate in principal amount or ~~be~~ **ARE NOT** sold at a discount of
13 more than 10%.

14 (ii) The obligations are issued to refund obligations that
15 meet the conditions described in subparagraph (i) and the net
16 present value of the principal and interest to be paid on the
17 refunding obligations, excluding the cost of issuance, will be less
18 than the net present value of the principal and interest to be paid
19 on the obligations being refunded, as calculated using a method
20 approved by the department of treasury.

21 **(GG)** ~~(ff)~~ "Relay method" means that a PSAP notes pertinent
22 information and relays it by a communication service to the
23 appropriate public safety agency or other provider of emergency
24 services that has an available emergency service unit located
25 closest to the request for emergency service for dispatch of an
26 emergency service unit.

27 **(HH)** ~~(gg)~~ "Secondary public safety answering point" or

1 "secondary PSAP" means a communications facility of a public safety
2 agency or private safety entity that receives 9-1-1 calls by the
3 transfer method only and generally serves as a centralized location
4 for a particular type of emergency call.

5 **(II)** ~~(hh)~~—"Service supplier" means a person providing a
6 communication service to a service user in this state.

7 **(JJ)** ~~(ii)~~—"Service user" means a person receiving a
8 communication service.

9 **(KK)** ~~(jj)~~—"State 9-1-1 charge" means the charge provided for
10 under section 401a.

11 **(ll)** ~~(kk)~~—"Tariff" means the rate approved by the public
12 service commission for 9-1-1 service provided by a particular
13 service supplier. Tariff does not include a rate of a commercial
14 mobile radio service by a particular supplier.

15 **(MM)** ~~(ll)~~—"Tentative 9-1-1 service plan" means a plan prepared
16 by 1 or more counties for implementing a 9-1-1 system in a
17 specified 9-1-1 service district.

18 **(NN)** ~~(mm)~~—"Transfer method" means that a PSAP transfers the 9-
19 1-1 call directly to the appropriate public safety agency or other
20 provider of emergency service that has an available emergency
21 service unit located closest to the request for emergency service
22 for dispatch of an emergency service unit.

23 **(OO)** ~~(nn)~~—"Universal emergency number service" or "9-1-1
24 service" means public communication service that provides service
25 users with the ability to reach a public safety answering point by
26 dialing the digits "9-1-1".

27 **(PP)** ~~(oo)~~—"Universal emergency number service system" or "9-1-

1 1 system" means a system for providing 9-1-1 service under this
2 act.

3 **(QQ)** ~~(pp)~~ "Wireless emergency service order" means the order
4 of the federal communications commission, FCC docket No. 94-102,
5 adopted June 12, 1996 with an effective date of October 1, 1996.

6 Sec. 201. (1) An emergency 9-1-1 service system shall not be
7 implemented in this state except as provided under this act.

8 (2) One or more counties may create an emergency 9-1-1 service
9 system under this act.

10 (3) With the approval of the county board of commissioners in
11 a county with a population of ~~1,800,000~~ **1,650,000** or more, 4 or
12 more cities may create an emergency 9-1-1 service district under
13 this act.

14 (4) Each service supplier in this state is required to provide
15 each of its service users access to the 9-1-1 system. Each service
16 supplier shall provide the committee with contact information to
17 allow for notifications as required under section 714.

18 Sec. 312. (1) Except as otherwise provided under subsection
19 (2), after a final 9-1-1 service plan has been adopted under
20 section 310, a county may amend the final 9-1-1 service plan only
21 by complying with the procedures described in sections 301 to 310.
22 Upon adoption of an amended final 9-1-1 service plan by the county
23 board of commissioners, the county shall forward the amended final
24 9-1-1 service plan to the service supplier or suppliers designated
25 to provide 9-1-1 service within the 9-1-1 service district as
26 amended. Upon receipt of the amended final 9-1-1 service plan, each
27 designated service supplier shall implement as soon as feasible the

1 amendments to the final 9-1-1 service plan in the 9-1-1 service
2 district as amended.

3 (2) The county board of commissioners may by resolution make
4 minor amendments to the final 9-1-1 service plan for any of the
5 following:

6 (a) Changes in PSAP premises equipment, including, but not
7 limited to, computer-aided dispatch systems, call processing
8 equipment, and computer mapping.

9 (b) Changes involving the participating public safety agencies
10 within a 9-1-1 service district.

11 (c) Changes in the 9-1-1 charges collected by the county
12 subject to the limits under this act.

13 **(D) CHANGES IN 9-1-1 SERVICE PROVIDERS TO INCLUDE IP-BASED 9-**
14 **1-1 SERVICE PROVIDERS APPROVED BY THE COMMITTEE.**

15 Sec. 401a. (1) Each service supplier within a 9-1-1 service
16 district shall bill and collect a state 9-1-1 charge from all
17 service users, except for users of a prepaid wireless
18 telecommunications service, of the service supplier within the
19 geographical boundaries of the 9-1-1 service district or as
20 otherwise provided by this section. ~~The billing and collection of~~
21 ~~the state 9-1-1 charge shall begin July 1, 2008.~~ The state 9-1-1
22 charge shall **MUST** be uniform per each service user within the 9-1-1
23 service district.

24 ~~— (2) The amount of the state 9-1-1 charge payable monthly by a~~
25 ~~service user shall be established as provided under subsection (4).~~
26 ~~The amount of the state 9-1-1 charge shall not be more than 25~~
27 ~~cents or less than 15 cents. The charge may be adjusted annually as~~

1 ~~provided under subsection (4).~~

2 (2) ~~(3)~~—The state 9-1-1 charge ~~shall~~ **MUST** be collected in
3 accordance with the regular billings of the service supplier.
4 Except as otherwise provided under this act, the amount collected
5 for the state 9-1-1 charge ~~shall~~ **MUST** be remitted quarterly by the
6 service supplier to the state treasurer and deposited in the
7 emergency 9-1-1 fund created under section 407. The charge allowed
8 under this section ~~shall~~ **MUST** be listed separately on the
9 customer's bill or payment receipt or otherwise disclosed to the
10 consumer.

11 (3) ~~(4)~~—The ~~initial~~ state 9-1-1 charge ~~shall be 19~~ **IS 25** cents
12 ~~and shall be effective July 1, 2008.~~ **2017**. The state 9-1-1 charge
13 ~~shall~~ **MUST** reflect the actual costs of operating, maintaining,
14 upgrading, and other reasonable and necessary expenditures for the
15 9-1-1 system in this state. ~~The state 9-1-1 charge may be reviewed~~
16 ~~and adjusted as provided under subsection (5).~~

17 ~~—— (5) The commission in consultation with the committee shall~~
18 ~~review and may adjust the state 9-1-1 charge under this section and~~
19 ~~the distribution percentages under section 408 to be effective on~~
20 ~~July 1, 2009 and July 1, 2010. Any adjustment to the charge by the~~
21 ~~commission shall be made no later than May 1 of the preceding year~~
22 ~~and shall be based on the committee's recommendations under section~~
23 ~~412. Any adjustments to the state 9-1-1 charge or distribution~~
24 ~~percentages after December 31, 2010 shall be made by the~~
25 ~~legislature.~~

26 (4) ~~(6)~~—If a service user has multiple access points or access
27 lines, the state 9-1-1 charge will be imposed separately on each of

1 the first 10 access points or access lines and then 1 charge for
2 each 10 access points or access lines per billed account.

3 ~~(7) This section takes effect July 1, 2008.~~

4 Sec. 401b. (1) In addition to the charge allowed under section
5 401a, after June 30, 2008 a county board of commissioners may
6 assess a county 9-1-1 charge to service users, except for users of
7 a prepaid wireless telecommunications service, located within that
8 county by 1 of the following methods:

9 (a) Up to ~~\$0.42~~ **\$0.55** per month by resolution.

10 (b) Up to \$3.00 per month with the approval of the voters in
11 the county.

12 (c) Any combination of subdivisions (a) and (b) with a maximum
13 county 9-1-1 charge of \$3.00 per month.

14 (2) A county assessing a county 9-1-1 charge amount approved
15 in the commission's order in case number U-15489 that exceeds the
16 amounts established in subsection (1) may continue to assess the
17 amount approved by the commission. Any proposed increase to the
18 amount approved in the commission order is subject to subsection
19 (1).

20 (3) The charge assessed under this section and section 401e
21 shall not exceed the amount necessary and reasonable to implement,
22 maintain, and operate the 9-1-1 system in the county.

23 (4) If the voters approve the charge to be assessed on the
24 service user's monthly bill on a ballot question under this
25 section, the service provider's bill ~~shall~~ **MUST** state the
26 following:

27 "This amount is for your 9-1-1 service which has been approved

1 by the voters on (DATE OF VOTER APPROVAL). This is not a charge
2 assessed by your service supplier. If you have questions concerning
3 your 9-1-1 service, you may call (INCLUDE APPROPRIATE TELEPHONE
4 NUMBER)."

5 (5) Within 90 days after the first day of each fiscal or
6 calendar year of a county, an annual accounting ~~shall~~**MUST** be made
7 of the charge approved under this section.

8 (6) Except as otherwise provided in subsection (10), the
9 county 9-1-1 charge collected under this section ~~shall~~**MUST** be paid
10 quarterly directly to the county and distributed by the county to
11 the primary PSAPs by 1 of the following methods:

12 (a) As provided in the final 9-1-1 service plan.

13 (b) If distribution is not provided for in the plan, then
14 according to any agreement for distribution between the county and
15 public agencies.

16 (c) If distribution is not provided in the plan or by
17 agreement, then according to population within the emergency 9-1-1
18 district.

19 (7) Subject to subsection (1), the county may adjust the
20 county 9-1-1 charge annually to be effective July 1. The county
21 shall notify the committee no later than May 15 of each year of any
22 change in the county 9-1-1 charge under this section.

23 (8) If a county has multiple emergency response districts, the
24 county 9-1-1 charge collected under this section ~~shall~~**MUST** be
25 distributed under subsection (6) in proportion to the population
26 within the emergency 9-1-1 district.

27 (9) This section ~~shall~~**DOES** not preclude the distribution of

1 funding to secondary PSAPs if the distribution is determined by the
2 primary PSAPs within the emergency 9-1-1 district to be the most
3 effective method for dispatching of fire or emergency medical
4 services and the distribution is approved within the final 9-1-1
5 service plan.

6 (10) The service supplier may retain 2% of the approved county
7 9-1-1 charge to cover the supplier's costs for billings and
8 collections under this section.

9 (11) The charge allowed under this section ~~shall~~**MUST** be
10 listed separately on the customer's bill or otherwise disclosed to
11 the consumer and ~~shall~~ state by which means the charge was approved
12 under subsection (1).

13 (12) Information submitted by a service supplier to a county
14 under this section is exempt from the freedom of information act,
15 1976 PA 442, MCL 15.231 to 15.246, and ~~shall not be released by the~~
16 county **SHALL NOT RELEASE THAT INFORMATION** without the consent of
17 the service supplier. Unless required or permitted by statute,
18 court rule, subpoena, or court order, or except as necessary for a
19 county, the commission, committee, or public agency to pursue or
20 defend the public's interest in any public contract or litigation,
21 a county treasurer, the commission, committee, agency, or any
22 employee or representative of a PSAP, database administrator, or
23 public agency shall not divulge any information acquired with
24 respect to customers, revenues or expenses, trade secrets, access
25 line counts, commercial information, or any other proprietary
26 information with respect to a service supplier while acting or
27 claiming to act as an employee, agent, or representative. An

1 aggregation of information that does not identify or effectively
2 identify the number of customers, revenues or expenses, trade
3 secrets, access lines, commercial information, and other
4 proprietary information attributable to a specific service supplier
5 may be made public.

6 (13) If a service user has multiple access points or access
7 lines, the county 9-1-1 charge will be imposed separately on each
8 of the first 10 access points or access lines and then 1 charge for
9 each 10 access points or access lines per billed account.

10 (14) A county 9-1-1 charge assessed under subsection (1) ~~shall~~
11 **MUST** be used only to fund costs approved as allowable in a
12 published report by the committee before December 1, 2008. The
13 committee shall notify the standing committees of the senate and
14 house of representatives having jurisdiction over issues pertaining
15 to communication technology at least 90 days before modifying what
16 constitutes an allowable cost under this subsection.

17 Sec. 401c. (1) A seller shall collect a prepaid wireless 9-1-1
18 surcharge from a consumer for each retail transaction occurring in
19 this state.

20 (2) The amount of the prepaid wireless 9-1-1 surcharge ~~shall~~
21 ~~be 1.92%~~ **IS 4.19%** per retail transaction. The charge allowed under
22 this section ~~shall~~ **MUST** be either separately stated on an invoice,
23 receipt, or other similar document that is provided to a consumer
24 by the seller or otherwise disclosed to the consumer.

25 (3) Each of the following transactions is considered to have
26 occurred in this state:

27 (a) A retail transaction that is effected in person by a

1 consumer at a business location of a seller located in this state.

2 (b) A retail transaction that is treated as occurring in this
3 state as provided in section 3c of the use tax act, 1937 PA 94, MCL
4 205.93c, as that section applies to a prepaid wireless calling
5 service.

6 (4) A prepaid wireless 9-1-1 surcharge is the liability of the
7 consumer and not of the seller or of any provider.

8 (5) Except as otherwise provided in subsection (6), if a
9 prepaid wireless telecommunications service is sold with 1 or more
10 products or services for a single, nonitemized price, the seller
11 shall collect ~~1.92%~~ **4.19%** on the entire nonitemized price unless
12 the seller elects to do the following:

13 (a) If the amount of the prepaid wireless telecommunications
14 service is disclosed to the consumer as a dollar amount, apply the
15 percentage to that dollar amount.

16 (b) If the seller can identify the portion of the price that
17 is attributable to the prepaid wireless telecommunications service
18 by reasonable and verifiable standards from its books and records
19 that are kept in the regular course of business for other purposes
20 including, but not limited to, nontax purposes, apply the
21 percentage to that portion.

22 (6) If a minimal amount of prepaid wireless telecommunications
23 service is sold with a prepaid wireless device for a single,
24 nonitemized price, a seller may elect not to apply the percentage
25 specified in subsection (5) (a) to that transaction. As used in this
26 subsection, "minimal amount" means an amount of service denominated
27 as 10 minutes or less or \$5.00 or less.

1 (7) The **SELLER SHALL REMIT THE** prepaid wireless 9-1-1
2 surcharge ~~shall be remitted monthly by the seller to the state~~
3 ~~treasurer and deposited~~ **WHO SHALL DEPOSIT IT** in the emergency 9-1-1
4 fund created in section 407.

5 (8) A seller may retain 2% of prepaid wireless 9-1-1
6 surcharges that are collected by the seller to reimburse the seller
7 for its direct costs in collecting and remitting the prepaid
8 wireless 9-1-1 surcharges.

9 (9) A provider or seller of prepaid wireless
10 telecommunications service is not liable for damages to any person
11 resulting from or incurred in connection with the provision of, or
12 failure to provide, 9-1-1 service or for identifying or failing to
13 identify the telephone number, address, location, or name
14 associated with any person or device that is accessing or
15 attempting to access 9-1-1 service.

16 (10) A provider or seller of prepaid wireless
17 telecommunications service is not liable for damages to any person
18 resulting from or incurred in connection with the provision of any
19 lawful assistance to any investigative or law enforcement officer
20 of the United States, this state, or any other state in connection
21 with any lawful investigation or other law enforcement activity by
22 that law enforcement officer.

23 (11) As used in this section:

24 (a) "Consumer" means a person who purchases prepaid wireless
25 telecommunications services in a retail transaction.

26 (b) "Department" means the Michigan department of treasury.

27 (c) "Prepaid wireless 9-1-1 surcharge" means the fee that is

1 required to be collected by a seller from a consumer in the amount
2 established under subsection (2).

3 (d) "Provider" means a person that provides prepaid wireless
4 telecommunications services under a license issued by the ~~federal~~
5 ~~communications commission.~~ **FEDERAL COMMUNICATIONS COMMISSION.**

6 (e) "Retail transaction" means the purchase of prepaid
7 wireless telecommunications service from a seller for any purpose
8 other than resale.

9 (f) "Seller" means a person who sells prepaid wireless
10 telecommunications service to another person.

11 Sec. 403. **(1)** Each service supplier ~~shall be~~ **IS** solely
12 responsible for the billing of the state and county 9-1-1 charge
13 and ~~the transmittal of~~ **TRANSMITTING THE** money collected to the
14 emergency 9-1-1 fund and to the counties as required under this
15 act.

16 **(2) THE ATTORNEY GENERAL MAY COMMENCE A CIVIL ACTION ON BEHALF**
17 **OF THE COMMITTEE AGAINST A SERVICE SUPPLIER, CMRS SUPPLIER,**
18 **RESELLER, OR RETAILER FOR APPROPRIATE RELIEF FOR FAILURE TO REPORT,**
19 **CHARGE, COLLECT, AND TRANSMIT THE STATE 9-1-1 CHARGES IN SECTIONS**
20 **401A AND 401C. AN ACTION UNDER THIS SUBSECTION MAY BE BROUGHT IN**
21 **THE INGHAM COUNTY CIRCUIT COURT OR THE CIRCUIT COURT IN A COUNTY IN**
22 **WHICH THE DEFENDANT RESIDES OR IS DOING BUSINESS. THE COURT HAS**
23 **JURISDICTION TO RESTRAIN THE VIOLATION AND TO REQUIRE COMPLIANCE**
24 **WITH THIS SECTION.**

25 **(3) A COUNTY OR 9-1-1 SERVICE DISTRICT MAY COMMENCE A CIVIL**
26 **ACTION AGAINST A SERVICE SUPPLIER, CMRS SUPPLIER, OR RESELLER FOR**
27 **APPROPRIATE RELIEF FOR FAILURE TO REPORT, CHARGE, COLLECT, AND**

1 TRANSMIT THE 9-1-1 CHARGE IN SECTION 401B. AN ACTION UNDER THIS
2 SUBSECTION MAY BE BROUGHT IN THE CIRCUIT COURT OF THE COUNTY
3 RECEIVING THE 9-1-1 CHARGE OR IN THE CIRCUIT COURT IN A COUNTY IN
4 WHICH THE DEFENDANT RESIDES OR IS DOING BUSINESS. THE COURT HAS
5 JURISDICTION TO RESTRAIN THE VIOLATION AND TO REQUIRE COMPLIANCE
6 WITH THIS SECTION.

7 Sec. 406. (1) The funds collected and expended under this act
8 ~~shall~~**MUST** be expended exclusively for 9-1-1 services and in
9 compliance with the rules promulgated under section 413.

10 (2) Each **COUNTY**, PSAP, or secondary PSAP **THAT RECEIVES MONEY**
11 **UNDER THIS ACT** shall assure that fund accounting, auditing,
12 monitoring, and evaluation procedures are provided as required by
13 this act and the rules promulgated under this act.

14 (3) An annual audit ~~shall~~**MUST** be conducted by an independent
15 auditor using generally accepted accounting principles and copies
16 of the annual audit ~~shall~~**MUST** be made available for public
17 inspection.

18 (4) An increase in the charges allowed under this act ~~shall~~
19 **MUST** not be authorized or expended for the next fiscal year unless
20 according to the most recently completed annual audit the
21 expenditures are in compliance with this act.

22 (5) The receipt of 9-1-1 funds under this act is dependent on
23 compliance with the standards established by the commission under
24 section 413.

25 Sec. 407. (1) The emergency 9-1-1 fund is created within the
26 state treasury.

27 (2) The state treasurer may receive money or other assets as

1 provided under this act and from any source for deposit into the
2 fund. Money may be deposited into the fund by electronic funds
3 transfer. Money in the CMRS emergency telephone fund on ~~the~~
4 ~~effective date of the amendatory act that added section 401a shall~~
5 **JULY 1, 2008 MUST** be deposited into the fund and expended as
6 provided by this act. The state treasurer shall direct the
7 investment of the fund. The state treasurer shall credit to the
8 fund interest and earnings from fund investments.

9 (3) Money in the fund at the close of the fiscal year ~~shall~~
10 ~~remain~~**REMAINS** in the fund and ~~shall~~**DOES** not lapse to the general
11 fund.

12 (4) The department of treasury shall expend money from the
13 fund only as provided in this act. The disbursement of money may be
14 by electronic funds transfer.

15 (5) The auditor general shall audit the fund at least
16 ~~annually~~**BIENNIALY**.

17 Sec. 408. (1) Except as otherwise provided under this act, a
18 service supplier shall bill and collect a state 9-1-1 service
19 charge per month as determined under section 401a. The service
20 supplier shall list the state 9-1-1 service charge authorized under
21 this act as a separate line item on each bill ~~. The service charge~~
22 ~~shall be listed on the bill as the "state 9-1-1 charge"~~.

23 (2) Each service supplier may retain 2% of the state 9-1-1
24 charge collected under this act to cover the supplier's costs for
25 billing and collection.

26 (3) Except as otherwise provided under subsection (2), the
27 money collected as the state 9-1-1 charge under subsection (1)

1 ~~shall~~**MUST** be deposited in the emergency 9-1-1 fund created in
2 section 407 no later than 30 days after the end of the quarter in
3 which the state 9-1-1 charge was collected.

4 (4) ~~Except as otherwise provided under section 401a(5), all~~
5 **ALL** money collected and deposited in the emergency 9-1-1 fund
6 created in section 407 ~~shall~~**MUST** be distributed as **PROVIDED IN**
7 **THIS SECTION. ANNUAL MONEY IN THE FUND NOT EXCEEDING \$37,000,000.00**
8 **MUST BE DISTRIBUTED AS** follows:

9 (a) ~~82.5% shall~~**65% MUST** be disbursed to each county that has
10 a final 9-1-1 plan in place. Forty percent of the ~~82.5% shall~~**65%**
11 **MUST** be distributed quarterly on an equal basis to each county, and
12 60% of the ~~82.5% shall~~**65% MUST** be distributed quarterly based on a
13 population per capita basis. ~~Money~~**A COUNTY SHALL ONLY USE MONEY**
14 received by a ~~THE~~ county under this subdivision ~~shall only be used~~
15 for 9-1-1 services as allowed under this act. ~~Money~~**A COUNTY SHALL**
16 **REPAY TO THE FUND ANY MONEY** expended under this subdivision for a
17 purpose considered unnecessary or unreasonable by the committee or
18 the auditor general. ~~shall be repaid to the fund.~~

19 (b) ~~7.75% shall~~**3.5% MUST** be available to reimburse local
20 exchange providers for the costs related to wireless emergency
21 service. Any cost reimbursement allowed under this subdivision
22 ~~shall~~**MUST** not include a cost that is not related to wireless
23 emergency service. A local exchange provider may submit an invoice
24 to the commission for reimbursement from the emergency 9-1-1 fund
25 for allowed costs. Within 45 days after the date an invoice is
26 submitted to the commission, the commission shall approve, either
27 in whole or in part, or deny the invoice.

1 (c) ~~6.0% shall~~ **5.5% MUST** be available to PSAPs for training
 2 personnel assigned to 9-1-1 centers. A **PUBLIC SAFETY AGENCY OR**
 3 **COUNTY SHALL MAKE A** written request for money from the fund ~~shall~~
 4 ~~be made by a public safety agency or county to the committee.~~ The
 5 committee shall semiannually authorize distribution of money from
 6 the fund to eligible public safety agencies or counties. A public
 7 safety agency or county that receives money under this subdivision
 8 shall create, maintain, and make available to the committee upon
 9 request a detailed record of expenditures relating to the
 10 preparation, administration, and carrying out of activities of its
 11 9-1-1 training program. ~~Money~~ **AN ELIGIBLE PUBLIC SAFETY AGENCY OR**
 12 **COUNTY SHALL REPAY TO THE FUND ANY MONEY** expended by ~~an eligible~~
 13 **THAT** public safety agency or county for a purpose considered
 14 unnecessary or unreasonable by the committee or the auditor
 15 general. ~~shall be repaid to the fund.~~ The commission shall consult
 16 with and consider the recommendations of the committee in the
 17 promulgation of rules under section 413 establishing training
 18 standards for 9-1-1 system personnel. Money ~~shall~~ **MUST** be disbursed
 19 on a biannual basis to an eligible public safety agency or county
 20 for training of PSAP personnel through courses certified by the
 21 committee only for either of the following purposes:

22 (i) To provide basic 9-1-1 operations training.

23 (ii) To provide in-service training to employees engaged in 9-
 24 1-1 service.

25 (d) ~~1.88% shall~~ **1.5% MUST** be credited to the department of
 26 state police to operate a regional dispatch center that receives
 27 and dispatches 9-1-1 calls, and ~~1.87% shall~~ **3% MUST** be credited to

1 the department of state police for costs to administer this act and
2 to maintain the office of the state 9-1-1 coordinator.

3 **(E) 21.5% SHALL BE AVAILABLE FOR REIMBURSEMENT BY THE**
4 **COMMITTEE ONLY FOR THE FOLLOWING PURPOSES:**

5 **(i) GRANT MATCH FOR STATEWIDE OR REGIONAL IP-BASED 9-1-1**
6 **PROJECTS.**

7 **(ii) INVOICES SUBMITTED BY COMMITTEE-APPROVED IP-BASED 9-1-1**
8 **SERVICE PROVIDERS FOR THE COSTS RELATED TO IP-BASED 9-1-1 EMERGENCY**
9 **SERVICE.**

10 ~~—— (5) For fiscal year 2010-2011 only, an amount not to exceed~~
11 ~~\$1,700,000.00 is distributed to the department of state police for~~
12 ~~an integrated IP-based 9-1-1 mapping system in this state. The~~
13 ~~money distributed under this subsection is for the restricted~~
14 ~~purpose of matching funds for the state's award of a grant under~~
15 ~~the grant program established under the federal ensuring needed~~
16 ~~help arrives near callers employing 911 act of 2004 to be used~~
17 ~~solely for the acquisition and deployment of a state integrated IP-~~
18 ~~based 9-1-1 mapping system. All costs associated with the state~~
19 ~~integrated IP-based 9-1-1 mapping system including, but not limited~~
20 ~~to, its construction, administration, and maintenance shall only be~~
21 ~~paid from money distributed under this subsection and any federal~~
22 ~~grant money.~~

23 ~~—— (6) From money not distributed to local exchange providers~~
24 ~~under subsection (4) (b), an amount not to exceed \$150,000.00 shall~~
25 ~~be annually distributed to the department of treasury to fund a~~
26 ~~portion of the department's costs in administering this act. This~~
27 ~~subsection does not apply after September 30, 2015.~~

1 (5) AN IP-BASED 9-1-1 SERVICE PROVIDER THAT HAS BEEN APPROVED
2 BY THE COMMITTEE AS MEETING STANDARDS-BASED CRITERIA SET BY THE
3 COMMITTEE MAY SUBMIT AN INVOICE TO THE COMMITTEE FOR REIMBURSEMENT
4 FROM THE EMERGENCY 9-1-1 FUND FOR ALLOWED COSTS. WITHIN 90 DAYS
5 AFTER THE DATE AN INVOICE IS SUBMITTED TO THE COMMITTEE, THE
6 COMMITTEE SHALL APPROVE, EITHER IN WHOLE OR IN PART, OR DENY THE
7 INVOICE. ANY COST REIMBURSEMENT ALLOWED UNDER THIS SUBDIVISION MUST
8 NOT INCLUDE A COST THAT IS NOT RELATED TO IP-BASED 9-1-1 EMERGENCY
9 SERVICE.

10 (6) THE COMMITTEE SHALL ESTABLISH A SUBCOMMITTEE TO REVIEW
11 INVOICES SUBMITTED BY IP-BASED 9-1-1 SERVICE PROVIDERS AND MAKE
12 RECOMMENDATIONS TO THE COMMITTEE FOR APPROVAL OR DENIAL OF PAYMENT.
13 THE SUBCOMMITTEE WILL REMOVE IP-BASED 9-1-1 SERVICE PROVIDER
14 INFORMATION THAT IS CONSIDERED CONFIDENTIAL OR PROPRIETARY.

15 (7) FUNDS GENERATED BY THE FEE IN SECTION 401A IN EXCESS OF
16 \$37,000,000.00 ANNUALLY MUST BE RESERVED FOR DISTRIBUTION COMMITTEE
17 APPROVED COSTS UNDER SUBSECTION (4) (E) .

18 (8) ~~(7)~~—Money received by a county under subsection (4) (a)
19 ~~shall~~**MUST** be distributed by the county to the primary PSAPs
20 geographically located within the 9-1-1 service district by 1 of
21 the following methods:

22 (a) As provided in the final 9-1-1 service plan.

23 (b) If distribution is not provided for in the 9-1-1 service
24 plan under subdivision (a), then according to any agreement for
25 distribution between a county and a public agency.

26 (c) If distribution is not provided for in the 9-1-1 service
27 plan under subdivision (a) or by agreement between the county and

1 public agency under subdivision (b), then according to the
2 population within the geographic area for which the PSAP serves as
3 primary PSAP.

4 (d) If a county has multiple emergency 9-1-1 districts, money
5 for that county ~~shall~~**MUST** be distributed as provided in the
6 emergency 9-1-1 districts' final 9-1-1 service plans.

7 **(9)** ~~(8)~~The commission shall consult with and consider
8 recommendations of the committee in the promulgation of rules under
9 section 413 establishing the standards for the receipt and
10 expenditure of 9-1-1 funds under this act. Receipt of 9-1-1 funds
11 under this act is dependent on compliance with the standards
12 established under this subsection.

13 Enacting section 1. This amendatory act takes effect July 1,
14 2017.

SENATE BILL No. 400

May 23, 2017, Introduced by Senator JONES and referred to the Committee on Energy and Technology.

A bill to amend 1986 PA 32, entitled "Emergency 9-1-1 service enabling act," by amending sections 102, 201, 312, 401a, 401b, 401c, 403, 406, 407, and 408 (MCL 484.1102, 484.1201, 484.1312, 484.1401a, 484.1401b, 484.1401c, 484.1403, 484.1406, 484.1407, and 484.1408), sections 102, 401a, and 401b as amended by 2012 PA 260, sections 201 and 312 as amended by 2007 PA 164, section 401c as amended by 2012 PA 433, sections 403, 406, and 407 as amended by 2007 PA 165, and section 408 as amended by 2013 PA 113.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 102. As used in this act:

2 (a) "Automatic location identification" or "ALI" means a 9-1-1
3 service feature provided by the service supplier that automatically
4 provides the name and service address or, for a CMRS service
5 supplier, the location associated with the calling party's

1 telephone number as identified by automatic number identification
2 to a 9-1-1 public safety answering point.

3 (b) "Automatic number identification" or "ANI" means a 9-1-1
4 service feature provided by the service supplier that automatically
5 provides the calling party's telephone number to a 9-1-1 public
6 safety answering point.

7 (c) "Commercial mobile radio service" or "CMRS" means
8 commercial mobile radio service regulated under section 3 of title
9 I and section 332 of title III of the communications act of 1934,
10 chapter 652, 48 Stat.—~~STAT~~ 1064, 47 USC 153 and 332, and the rules
11 of the ~~federal communications commission~~ **FEDERAL COMMUNICATIONS**
12 **COMMISSION** or provided under the wireless emergency service order.
13 Commercial mobile radio service or CMRS includes all of the
14 following:

15 (i) A wireless 2-way communication device, including a radio
16 telephone used in cellular telephone service or personal
17 communication service.

18 (ii) A functional equivalent of a radio telephone
19 communications line used in cellular telephone service or personal
20 communication service.

21 (iii) A network radio access line.

22 (d) "Commission" means the Michigan public service commission.

23 (e) "Committee" means the emergency 9-1-1 service committee
24 created under section 712.

25 (f) "Common network costs" means the costs associated with the
26 common network required to deliver a 9-1-1 call with ALI and ANI
27 from a selective router to the proper PSAP and the costs associated

1 with the 9-1-1 database and data distribution system of the primary
2 9-1-1 service supplier identified in a county 9-1-1 plan. As used
3 in this subdivision, "common network" means the elements of a
4 service supplier's network that are not exclusive to the supplier
5 or technology capable of accessing the 9-1-1 system.

6 (g) "Communication service" means a service capable of
7 accessing, connecting with, or interfacing with a 9-1-1 system,
8 exclusively through the numerals 9-1-1, by dialing, initializing,
9 or otherwise activating the 9-1-1 system through the numerals 9-1-1
10 by means of a local telephone device, cellular telephone device,
11 wireless communication device, interconnected voice over the
12 internet device, or any other means.

13 (h) "CMRS connection" means each number assigned to a CMRS
14 customer.

15 (i) "Consolidated dispatch" means a countywide or regional
16 emergency dispatch service that provides dispatch service for 75%
17 or more of the law enforcement, fire fighting, emergency medical
18 service, and other emergency service agencies within the
19 geographical area of a 9-1-1 service district or serves 75% or more
20 of the population within a 9-1-1 service district.

21 (j) "County 9-1-1 charge" means the charge allowed under
22 sections 401b and 401e.

23 (k) "Database service provider" means a service supplier who
24 maintains and supplies or contracts to maintain and supply an ALI
25 database or an MSAG.

26 (l) "Direct dispatch method" means that the agency receiving
27 the 9-1-1 call at the public safety answering point decides on the

1 proper action to be taken and dispatches the appropriate available
2 public safety service unit located closest to the request for
3 public safety service.

4 (m) "Emergency response service" or "ERS" means a public or
5 private agency that responds to events or situations that are
6 dangerous or that are considered by a member of the public to
7 threaten the public safety. An emergency response service includes
8 a police or fire department, an ambulance service, or any other
9 public or private entity trained and able to alleviate a dangerous
10 or threatening situation.

11 (n) "Emergency service zone" or "ESZ" means the designation
12 assigned by a county to each street name and address range that
13 identifies which emergency response service is responsible for
14 responding to an exchange access facility's premises.

15 (o) "Emergency telephone charge" means the emergency telephone
16 operational charge and emergency telephone technical charge allowed
17 under section 401.

18 (p) "Emergency 9-1-1 district" or "9-1-1 service district"
19 means the area in which 9-1-1 service is provided or is planned to
20 be provided to service users under a 9-1-1 system implemented under
21 this act.

22 (q) "Emergency 9-1-1 district board" means the governing body
23 created by the board of commissioners of the county or counties
24 with authority over an emergency 9-1-1 district.

25 (r) "Emergency telephone operational charge" means a charge
26 allowed under section 401 for nonnetwork technical equipment and
27 other costs directly related to the dispatch facility and the

1 operation of 1 or more PSAPs including, but not limited to, the
2 costs of dispatch personnel and radio equipment necessary to
3 provide 2-way communication between PSAPs and a public safety
4 agency. Emergency telephone operational charge does not include
5 non-PSAP related costs such as response vehicles and other
6 personnel.

7 (s) "Emergency telephone technical charge" means a charge as
8 allowed under section 401 or 401d for costs directly related to 9-
9 1-1 service including plant-related costs associated with the use
10 of the public switched telephone network from the end user to the
11 selective router, the network start-up costs, customer notification
12 costs, common network costs, administrative costs, database
13 management costs, and network nonrecurring and recurring
14 installation, maintenance, service, and equipment charges of a
15 service supplier providing 9-1-1 service under this act. Emergency
16 telephone technical charge does not include costs recovered under
17 sections 401b(10) and 408(2).

18 (t) "Exchange access facility" means the access from a
19 particular service user's premises to the communication service.
20 Exchange access facilities include service supplier provided access
21 lines, PBX trunks, and centrex line trunk equivalents, all as
22 defined by tariffs of the service suppliers as approved by the
23 public service commission. Exchange access facilities do not
24 include telephone pay station lines or WATS, FX, or incoming only
25 lines.

26 (u) "Final 9-1-1 service plan" means a tentative 9-1-1 service
27 plan that has been modified only to reflect necessary changes

1 resulting from any failure of public safety agencies to be
2 designated as PSAPs or secondary PSAPs under section 307.

3 (V) "IP-BASED 9-1-1 SERVICE PROVIDER" MEANS THE PROVIDER OF A
4 STANDARDS-BASED DIGITAL (INTERNET PROTOCOL) SECURE REDUNDANT
5 MANAGED 9-1-1 TRANSPORT NETWORK USED FOR THE ROUTING AND DELIVERY
6 OF 9-1-1 CONNECTIVITY WITH LOCATION INFORMATION FROM A PARTY
7 REQUESTING EMERGENCY SERVICES TO A PSAP. AN IP-BASED 9-1-1 NETWORK
8 CAN INTERFACE WITH OTHER NETWORKS AND TRANSPORT OTHER EMERGENCY
9 SERVICES APPLICATIONS. AN IP-BASED 9-1-1 NETWORK MAY BE CONSTRUCTED
10 FROM A MIX OF DEDICATED AND SHARED FACILITIES OR NETWORKS, AND MAY
11 BE INTERCONNECTED AT LOCAL, REGIONAL, STATE, FEDERAL, NATIONAL, AND
12 INTERNATIONAL LEVELS TO FORM AN IP-BASED INTER-NETWORK OR INTRA-
13 NETWORK OF 9-1-1 CONNECTIVITY.

14 (W) ~~(v)~~ "Master street address guide" or "MSAG" means a
15 perpetual database that contains information continuously provided
16 by a service district that defines the geographic area of the
17 service district and includes an alphabetical list of street names,
18 the range of address numbers on each street, the names of each
19 community in the service district, the emergency service zone of
20 each service user, and the primary service answering point
21 identification codes.

22 (X) ~~(w)~~ "Obligations" means bonds, notes, installment purchase
23 contracts, or lease purchase agreements to be issued by a public
24 agency under a law of this state.

25 (Y) ~~(x)~~ "Person" means an individual, corporation,
26 partnership, association, governmental entity, or any other legal
27 entity.

1 **(Z)** ~~(y)~~—"Prepaid wireless telecommunications service" means a
2 commercial mobile radio service that allows a caller to dial 9-1-1
3 to access the 9-1-1 system and is paid for in advance and sold in
4 predetermined units or dollars of which the number declines with
5 use in a known amount.

6 **(AA)** ~~(z)~~—"Primary public safety answering point", "PSAP", or
7 "primary PSAP" means a communications facility operated or answered
8 on a 24-hour basis assigned responsibility by a public agency or
9 county to receive 9-1-1 calls and to dispatch public safety
10 response services, as appropriate, by the direct dispatch method,
11 relay method, or transfer method. It is the first point of
12 reception by a public safety agency of a 9-1-1 call and serves the
13 jurisdictions in which it is located and other participating
14 jurisdictions, if any.

15 **(BB)** ~~(aa)~~—"Prime rate" means the average predominant prime
16 rate quoted by not less than 3 commercial financial institutions as
17 determined by the department of treasury.

18 **(CC)** ~~(bb)~~—"Private safety entity" means a nongovernmental
19 organization that provides emergency fire, ambulance, or medical
20 services.

21 **(DD)** ~~(ee)~~—"Public agency" means a village, township, charter
22 township, or city within the state and any special purpose district
23 located in whole or in part within the state.

24 **(EE)** ~~(dd)~~—"Public safety agency" means a functional division
25 of a public agency, county, or the state that provides fire
26 fighting, law enforcement, ambulance, medical, or other emergency
27 services.

1 **(FF)** ~~(ee)~~—"Qualified obligations" means obligations that meet
2 1 or more of the following:

3 (i) The proceeds of the obligations benefit the 9-1-1
4 district, and for which all of the following conditions are met:

5 (A) The proceeds of the obligations are used for capital
6 expenditures, costs of a reserve fund securing the obligations, and
7 costs of issuing the obligations. The proceeds of obligations ~~shall~~
8 **MUST** not be used for operational expenses.

9 (B) The weighted average maturity of the obligations does not
10 exceed the useful life of the capital assets.

11 (C) The obligations ~~shall~~**DO** not in whole or in part
12 appreciate in principal amount or ~~be~~**ARE NOT** sold at a discount of
13 more than 10%.

14 (ii) The obligations are issued to refund obligations that
15 meet the conditions described in subparagraph (i) and the net
16 present value of the principal and interest to be paid on the
17 refunding obligations, excluding the cost of issuance, will be less
18 than the net present value of the principal and interest to be paid
19 on the obligations being refunded, as calculated using a method
20 approved by the department of treasury.

21 **(GG)** ~~(ff)~~—"Relay method" means that a PSAP notes pertinent
22 information and relays it by a communication service to the
23 appropriate public safety agency or other provider of emergency
24 services that has an available emergency service unit located
25 closest to the request for emergency service for dispatch of an
26 emergency service unit.

27 **(HH)** ~~(gg)~~—"Secondary public safety answering point" or

1 "secondary PSAP" means a communications facility of a public safety
2 agency or private safety entity that receives 9-1-1 calls by the
3 transfer method only and generally serves as a centralized location
4 for a particular type of emergency call.

5 (II) ~~(hh)~~—"Service supplier" means a person providing a
6 communication service to a service user in this state.

7 (JJ) ~~(ii)~~—"Service user" means a person receiving a
8 communication service.

9 (KK) ~~(jj)~~—"State 9-1-1 charge" means the charge provided for
10 under section 401a.

11 (II) ~~(kk)~~—"Tariff" means the rate approved by the public
12 service commission for 9-1-1 service provided by a particular
13 service supplier. Tariff does not include a rate of a commercial
14 mobile radio service by a particular supplier.

15 (MM) ~~(ll)~~—"Tentative 9-1-1 service plan" means a plan prepared
16 by 1 or more counties for implementing a 9-1-1 system in a
17 specified 9-1-1 service district.

18 (NN) ~~(mm)~~—"Transfer method" means that a PSAP transfers the 9-
19 1-1 call directly to the appropriate public safety agency or other
20 provider of emergency service that has an available emergency
21 service unit located closest to the request for emergency service
22 for dispatch of an emergency service unit.

23 (OO) ~~(nn)~~—"Universal emergency number service" or "9-1-1
24 service" means public communication service that provides service
25 users with the ability to reach a public safety answering point by
26 dialing the digits "9-1-1".

27 (PP) ~~(oo)~~—"Universal emergency number service system" or "9-1-

1 1 system" means a system for providing 9-1-1 service under this
2 act.

3 (QQ) ~~(pp)~~ "Wireless emergency service order" means the order
4 of the federal communications commission, FCC docket No. 94-102,
5 adopted June 12, 1996 with an effective date of October 1, 1996.

6 Sec. 201. (1) An emergency 9-1-1 service system shall not be
7 implemented in this state except as provided under this act.

8 (2) One or more counties may create an emergency 9-1-1 service
9 system under this act.

10 (3) With the approval of the county board of commissioners in
11 a county with a population of ~~1,800,000~~ **1,650,000** or more, 4 or
12 more cities may create an emergency 9-1-1 service district under
13 this act.

14 (4) Each service supplier in this state is required to provide
15 each of its service users access to the 9-1-1 system. Each service
16 supplier shall provide the committee with contact information to
17 allow for notifications as required under section 714.

18 Sec. 312. (1) Except as otherwise provided under subsection
19 (2), after a final 9-1-1 service plan has been adopted under
20 section 310, a county may amend the final 9-1-1 service plan only
21 by complying with the procedures described in sections 301 to 310.
22 Upon adoption of an amended final 9-1-1 service plan by the county
23 board of commissioners, the county shall forward the amended final
24 9-1-1 service plan to the service supplier or suppliers designated
25 to provide 9-1-1 service within the 9-1-1 service district as
26 amended. Upon receipt of the amended final 9-1-1 service plan, each
27 designated service supplier shall implement as soon as feasible the

1 amendments to the final 9-1-1 service plan in the 9-1-1 service
2 district as amended.

3 (2) The county board of commissioners may by resolution make
4 minor amendments to the final 9-1-1 service plan for any of the
5 following:

6 (a) Changes in PSAP premises equipment, including, but not
7 limited to, computer-aided dispatch systems, call processing
8 equipment, and computer mapping.

9 (b) Changes involving the participating public safety agencies
10 within a 9-1-1 service district.

11 (c) Changes in the 9-1-1 charges collected by the county
12 subject to the limits under this act.

13 **(D) CHANGES IN 9-1-1 SERVICE PROVIDERS TO INCLUDE IP-BASED 9-**
14 **1-1 SERVICE PROVIDERS APPROVED BY THE COMMITTEE.**

15 Sec. 401a. (1) Each service supplier within a 9-1-1 service
16 district shall bill and collect a state 9-1-1 charge from all
17 service users, except for users of a prepaid wireless
18 telecommunications service, of the service supplier within the
19 geographical boundaries of the 9-1-1 service district or as
20 otherwise provided by this section. ~~The billing and collection of~~
21 ~~the state 9-1-1 charge shall begin July 1, 2008.~~ The state 9-1-1
22 charge shall **MUST** be uniform per each service user within the 9-1-1
23 service district.

24 ~~— (2) The amount of the state 9-1-1 charge payable monthly by a~~
25 ~~service user shall be established as provided under subsection (4).~~
26 ~~The amount of the state 9-1-1 charge shall not be more than 25~~
27 ~~cents or less than 15 cents. The charge may be adjusted annually as~~

1 ~~provided under subsection (4).~~

2 (2) ~~(3)~~—The state 9-1-1 charge ~~shall~~ **MUST** be collected in
3 accordance with the regular billings of the service supplier.
4 Except as otherwise provided under this act, the amount collected
5 for the state 9-1-1 charge ~~shall~~ **MUST** be remitted quarterly by the
6 service supplier to the state treasurer and deposited in the
7 emergency 9-1-1 fund created under section 407. The charge allowed
8 under this section ~~shall~~ **MUST** be listed separately on the
9 customer's bill or payment receipt or otherwise disclosed to the
10 consumer.

11 (3) ~~(4)~~—The ~~initial~~ state 9-1-1 charge ~~shall be 19~~ **IS 25** cents
12 ~~and shall be effective July 1, 2008.~~ **2017**. The state 9-1-1 charge
13 ~~shall~~ **MUST** reflect the actual costs of operating, maintaining,
14 upgrading, and other reasonable and necessary expenditures for the
15 9-1-1 system in this state. ~~The state 9-1-1 charge may be reviewed~~
16 ~~and adjusted as provided under subsection (5).~~

17 ~~—— (5) The commission in consultation with the committee shall~~
18 ~~review and may adjust the state 9-1-1 charge under this section and~~
19 ~~the distribution percentages under section 408 to be effective on~~
20 ~~July 1, 2009 and July 1, 2010. Any adjustment to the charge by the~~
21 ~~commission shall be made no later than May 1 of the preceding year~~
22 ~~and shall be based on the committee's recommendations under section~~
23 ~~412. Any adjustments to the state 9-1-1 charge or distribution~~
24 ~~percentages after December 31, 2010 shall be made by the~~
25 ~~legislature.~~

26 (4) ~~(6)~~—If a service user has multiple access points or access
27 lines, the state 9-1-1 charge will be imposed separately on each of

1 the first 10 access points or access lines and then 1 charge for
2 each 10 access points or access lines per billed account.

3 ~~———— (7) This section takes effect July 1, 2008.~~

4 Sec. 401b. (1) In addition to the charge allowed under section
5 401a, after June 30, 2008 a county board of commissioners may
6 assess a county 9-1-1 charge to service users, except for users of
7 a prepaid wireless telecommunications service, located within that
8 county by 1 of the following methods:

9 (a) Up to ~~\$0.42~~ **\$0.55** per month by resolution.

10 (b) Up to \$3.00 per month with the approval of the voters in
11 the county.

12 (c) Any combination of subdivisions (a) and (b) with a maximum
13 county 9-1-1 charge of \$3.00 per month.

14 (2) A county assessing a county 9-1-1 charge amount approved
15 in the commission's order in case number U-15489 that exceeds the
16 amounts established in subsection (1) may continue to assess the
17 amount approved by the commission. Any proposed increase to the
18 amount approved in the commission order is subject to subsection
19 (1).

20 (3) The charge assessed under this section and section 401e
21 shall not exceed the amount necessary and reasonable to implement,
22 maintain, and operate the 9-1-1 system in the county.

23 (4) If the voters approve the charge to be assessed on the
24 service user's monthly bill on a ballot question under this
25 section, the service provider's bill ~~shall~~ **MUST** state the
26 following:

27 "This amount is for your 9-1-1 service which has been approved

1 by the voters on (DATE OF VOTER APPROVAL). This is not a charge
2 assessed by your service supplier. If you have questions concerning
3 your 9-1-1 service, you may call (INCLUDE APPROPRIATE TELEPHONE
4 NUMBER)."

5 (5) Within 90 days after the first day of each fiscal or
6 calendar year of a county, an annual accounting ~~shall~~**MUST** be made
7 of the charge approved under this section.

8 (6) Except as otherwise provided in subsection (10), the
9 county 9-1-1 charge collected under this section ~~shall~~**MUST** be paid
10 quarterly directly to the county and distributed by the county to
11 the primary PSAPs by 1 of the following methods:

12 (a) As provided in the final 9-1-1 service plan.

13 (b) If distribution is not provided for in the plan, then
14 according to any agreement for distribution between the county and
15 public agencies.

16 (c) If distribution is not provided in the plan or by
17 agreement, then according to population within the emergency 9-1-1
18 district.

19 (7) Subject to subsection (1), the county may adjust the
20 county 9-1-1 charge annually to be effective July 1. The county
21 shall notify the committee no later than May 15 of each year of any
22 change in the county 9-1-1 charge under this section.

23 (8) If a county has multiple emergency response districts, the
24 county 9-1-1 charge collected under this section ~~shall~~**MUST** be
25 distributed under subsection (6) in proportion to the population
26 within the emergency 9-1-1 district.

27 (9) This section ~~shall~~**DOES** not preclude the distribution of

1 funding to secondary PSAPs if the distribution is determined by the
2 primary PSAPs within the emergency 9-1-1 district to be the most
3 effective method for dispatching of fire or emergency medical
4 services and the distribution is approved within the final 9-1-1
5 service plan.

6 (10) The service supplier may retain 2% of the approved county
7 9-1-1 charge to cover the supplier's costs for billings and
8 collections under this section.

9 (11) The charge allowed under this section ~~shall~~**MUST** be
10 listed separately on the customer's bill or otherwise disclosed to
11 the consumer and ~~shall~~ state by which means the charge was approved
12 under subsection (1).

13 (12) Information submitted by a service supplier to a county
14 under this section is exempt from the freedom of information act,
15 1976 PA 442, MCL 15.231 to 15.246, and ~~shall not be released by the~~
16 county **SHALL NOT RELEASE THAT INFORMATION** without the consent of
17 the service supplier. Unless required or permitted by statute,
18 court rule, subpoena, or court order, or except as necessary for a
19 county, the commission, committee, or public agency to pursue or
20 defend the public's interest in any public contract or litigation,
21 a county treasurer, the commission, committee, agency, or any
22 employee or representative of a PSAP, database administrator, or
23 public agency shall not divulge any information acquired with
24 respect to customers, revenues or expenses, trade secrets, access
25 line counts, commercial information, or any other proprietary
26 information with respect to a service supplier while acting or
27 claiming to act as an employee, agent, or representative. An

1 aggregation of information that does not identify or effectively
2 identify the number of customers, revenues or expenses, trade
3 secrets, access lines, commercial information, and other
4 proprietary information attributable to a specific service supplier
5 may be made public.

6 (13) If a service user has multiple access points or access
7 lines, the county 9-1-1 charge will be imposed separately on each
8 of the first 10 access points or access lines and then 1 charge for
9 each 10 access points or access lines per billed account.

10 (14) A county 9-1-1 charge assessed under subsection (1) ~~shall~~
11 **MUST** be used only to fund costs approved as allowable in a
12 published report by the committee before December 1, 2008. The
13 committee shall notify the standing committees of the senate and
14 house of representatives having jurisdiction over issues pertaining
15 to communication technology at least 90 days before modifying what
16 constitutes an allowable cost under this subsection.

17 Sec. 401c. (1) A seller shall collect a prepaid wireless 9-1-1
18 surcharge from a consumer for each retail transaction occurring in
19 this state.

20 (2) The amount of the prepaid wireless 9-1-1 surcharge ~~shall~~
21 ~~be 1.92%~~ **IS 4.19%** per retail transaction. The charge allowed under
22 this section ~~shall~~ **MUST** be either separately stated on an invoice,
23 receipt, or other similar document that is provided to a consumer
24 by the seller or otherwise disclosed to the consumer.

25 (3) Each of the following transactions is considered to have
26 occurred in this state:

27 (a) A retail transaction that is effected in person by a

1 consumer at a business location of a seller located in this state.

2 (b) A retail transaction that is treated as occurring in this
3 state as provided in section 3c of the use tax act, 1937 PA 94, MCL
4 205.93c, as that section applies to a prepaid wireless calling
5 service.

6 (4) A prepaid wireless 9-1-1 surcharge is the liability of the
7 consumer and not of the seller or of any provider.

8 (5) Except as otherwise provided in subsection (6), if a
9 prepaid wireless telecommunications service is sold with 1 or more
10 products or services for a single, nonitemized price, the seller
11 shall collect ~~1.92%~~ 4.19% on the entire nonitemized price unless
12 the seller elects to do the following:

13 (a) If the amount of the prepaid wireless telecommunications
14 service is disclosed to the consumer as a dollar amount, apply the
15 percentage to that dollar amount.

16 (b) If the seller can identify the portion of the price that
17 is attributable to the prepaid wireless telecommunications service
18 by reasonable and verifiable standards from its books and records
19 that are kept in the regular course of business for other purposes
20 including, but not limited to, nontax purposes, apply the
21 percentage to that portion.

22 (6) If a minimal amount of prepaid wireless telecommunications
23 service is sold with a prepaid wireless device for a single,
24 nonitemized price, a seller may elect not to apply the percentage
25 specified in subsection (5)(a) to that transaction. As used in this
26 subsection, "minimal amount" means an amount of service denominated
27 as 10 minutes or less or \$5.00 or less.

1 (7) The **SELLER SHALL REMIT THE** prepaid wireless 9-1-1
2 surcharge ~~shall be remitted monthly by the seller to the state~~
3 ~~treasurer and deposited~~ **WHO SHALL DEPOSIT IT** in the emergency 9-1-1
4 fund created in section 407.

5 (8) A seller may retain 2% of prepaid wireless 9-1-1
6 surcharges that are collected by the seller to reimburse the seller
7 for its direct costs in collecting and remitting the prepaid
8 wireless 9-1-1 surcharges.

9 (9) A provider or seller of prepaid wireless
10 telecommunications service is not liable for damages to any person
11 resulting from or incurred in connection with the provision of, or
12 failure to provide, 9-1-1 service or for identifying or failing to
13 identify the telephone number, address, location, or name
14 associated with any person or device that is accessing or
15 attempting to access 9-1-1 service.

16 (10) A provider or seller of prepaid wireless
17 telecommunications service is not liable for damages to any person
18 resulting from or incurred in connection with the provision of any
19 lawful assistance to any investigative or law enforcement officer
20 of the United States, this state, or any other state in connection
21 with any lawful investigation or other law enforcement activity by
22 that law enforcement officer.

23 (11) As used in this section:

24 (a) "Consumer" means a person who purchases prepaid wireless
25 telecommunications services in a retail transaction.

26 (b) "Department" means the Michigan department of treasury.

27 (c) "Prepaid wireless 9-1-1 surcharge" means the fee that is

1 required to be collected by a seller from a consumer in the amount
2 established under subsection (2).

3 (d) "Provider" means a person that provides prepaid wireless
4 telecommunications services under a license issued by the ~~federal~~
5 ~~communications commission.~~ **FEDERAL COMMUNICATIONS COMMISSION.**

6 (e) "Retail transaction" means the purchase of prepaid
7 wireless telecommunications service from a seller for any purpose
8 other than resale.

9 (f) "Seller" means a person who sells prepaid wireless
10 telecommunications service to another person.

11 Sec. 403. (1) Each service supplier ~~shall be~~ **IS** solely
12 responsible for the billing of the state and county 9-1-1 charge
13 and ~~the transmittal of~~ **TRANSMITTING THE** money collected to the
14 emergency 9-1-1 fund and to the counties as required under this
15 act.

16 (2) **THE ATTORNEY GENERAL MAY COMMENCE A CIVIL ACTION ON BEHALF**
17 **OF THE COMMITTEE AGAINST A SERVICE SUPPLIER, CMRS SUPPLIER,**
18 **RESELLER, OR RETAILER FOR APPROPRIATE RELIEF FOR FAILURE TO REPORT,**
19 **CHARGE, COLLECT, AND TRANSMIT THE STATE 9-1-1 CHARGES IN SECTIONS**
20 **401A AND 401C. AN ACTION UNDER THIS SUBSECTION MAY BE BROUGHT IN**
21 **THE INGHAM COUNTY CIRCUIT COURT OR THE CIRCUIT COURT IN A COUNTY IN**
22 **WHICH THE DEFENDANT RESIDES OR IS DOING BUSINESS. THE COURT HAS**
23 **JURISDICTION TO RESTRAIN THE VIOLATION AND TO REQUIRE COMPLIANCE**
24 **WITH THIS SECTION.**

25 (3) **A COUNTY OR 9-1-1 SERVICE DISTRICT MAY COMMENCE A CIVIL**
26 **ACTION AGAINST A SERVICE SUPPLIER, CMRS SUPPLIER, OR RESELLER FOR**
27 **APPROPRIATE RELIEF FOR FAILURE TO REPORT, CHARGE, COLLECT, AND**

1 TRANSMIT THE 9-1-1 CHARGE IN SECTION 401B. AN ACTION UNDER THIS
2 SUBSECTION MAY BE BROUGHT IN THE CIRCUIT COURT OF THE COUNTY
3 RECEIVING THE 9-1-1 CHARGE OR IN THE CIRCUIT COURT IN A COUNTY IN
4 WHICH THE DEFENDANT RESIDES OR IS DOING BUSINESS. THE COURT HAS
5 JURISDICTION TO RESTRAIN THE VIOLATION AND TO REQUIRE COMPLIANCE
6 WITH THIS SECTION.

7 Sec. 406. (1) The funds collected and expended under this act
8 ~~shall~~**MUST** be expended exclusively for 9-1-1 services and in
9 compliance with the rules promulgated under section 413.

10 (2) Each **COUNTY**, PSAP, or secondary PSAP **THAT RECEIVES MONEY**
11 **UNDER THIS ACT** shall assure that fund accounting, auditing,
12 monitoring, and evaluation procedures are provided as required by
13 this act and the rules promulgated under this act.

14 (3) An annual audit ~~shall~~**MUST** be conducted by an independent
15 auditor using generally accepted accounting principles and copies
16 of the annual audit ~~shall~~**MUST** be made available for public
17 inspection.

18 (4) An increase in the charges allowed under this act ~~shall~~
19 **MUST** not be authorized or expended for the next fiscal year unless
20 according to the most recently completed annual audit the
21 expenditures are in compliance with this act.

22 (5) The receipt of 9-1-1 funds under this act is dependent on
23 compliance with the standards established by the commission under
24 section 413.

25 Sec. 407. (1) The emergency 9-1-1 fund is created within the
26 state treasury.

27 (2) The state treasurer may receive money or other assets as

1 provided under this act and from any source for deposit into the
2 fund. Money may be deposited into the fund by electronic funds
3 transfer. Money in the CMRS emergency telephone fund on ~~the~~
4 ~~effective date of the amendatory act that added section 401a shall~~
5 **JULY 1, 2008 MUST** be deposited into the fund and expended as
6 provided by this act. The state treasurer shall direct the
7 investment of the fund. The state treasurer shall credit to the
8 fund interest and earnings from fund investments.

9 (3) Money in the fund at the close of the fiscal year ~~shall~~
10 ~~remain~~ **REMAINS** in the fund and ~~shall~~ **DOES** not lapse to the general
11 fund.

12 (4) The department of treasury shall expend money from the
13 fund only as provided in this act. The disbursement of money may be
14 by electronic funds transfer.

15 (5) The auditor general shall audit the fund at least
16 ~~annually~~ **BIENNIALY**.

17 Sec. 408. (1) Except as otherwise provided under this act, a
18 service supplier shall bill and collect a state 9-1-1 service
19 charge per month as determined under section 401a. The service
20 supplier shall list the state 9-1-1 service charge authorized under
21 this act as a separate line item on each bill ~~. The service charge~~
22 ~~shall be listed on the bill as the "state 9-1-1 charge"~~.

23 (2) Each service supplier may retain 2% of the state 9-1-1
24 charge collected under this act to cover the supplier's costs for
25 billing and collection.

26 (3) Except as otherwise provided under subsection (2), the
27 money collected as the state 9-1-1 charge under subsection (1)

1 ~~shall~~ **MUST** be deposited in the emergency 9-1-1 fund created in
2 section 407 no later than 30 days after the end of the quarter in
3 which the state 9-1-1 charge was collected.

4 (4) ~~Except as otherwise provided under section 401a(5), all~~
5 **ALL** money collected and deposited in the emergency 9-1-1 fund
6 created in section 407 ~~shall~~ **MUST** be distributed as **PROVIDED IN**
7 **THIS SECTION. ANNUAL MONEY IN THE FUND NOT EXCEEDING \$37,000,000.00**
8 **MUST BE DISTRIBUTED AS** follows:

9 (a) ~~82.5% shall~~ **65% MUST** be disbursed to each county that has
10 a final 9-1-1 plan in place. Forty percent of the ~~82.5% shall~~ **65%**
11 **MUST** be distributed quarterly on an equal basis to each county, and
12 60% of the ~~82.5% shall~~ **65% MUST** be distributed quarterly based on a
13 population per capita basis. ~~Money~~ **A COUNTY SHALL ONLY USE MONEY**
14 received by a ~~THE~~ county under this subdivision ~~shall only be used~~
15 for 9-1-1 services as allowed under this act. ~~Money~~ **A COUNTY SHALL**
16 **REPAY TO THE FUND ANY MONEY** expended under this subdivision for a
17 purpose considered unnecessary or unreasonable by the committee or
18 the auditor general. ~~shall be repaid to the fund.~~

19 (b) ~~7.75% shall~~ **3.5% MUST** be available to reimburse local
20 exchange providers for the costs related to wireless emergency
21 service. Any cost reimbursement allowed under this subdivision
22 ~~shall~~ **MUST** not include a cost that is not related to wireless
23 emergency service. A local exchange provider may submit an invoice
24 to the commission for reimbursement from the emergency 9-1-1 fund
25 for allowed costs. Within 45 days after the date an invoice is
26 submitted to the commission, the commission shall approve, either
27 in whole or in part, or deny the invoice.

1 (c) ~~6.0%~~ shall **5.5% MUST** be available to PSAPs for training
2 personnel assigned to 9-1-1 centers. A **PUBLIC SAFETY AGENCY OR**
3 **COUNTY SHALL MAKE A** written request for money from the fund shall
4 ~~be made by a public safety agency or county~~ to the committee. The
5 committee shall semiannually authorize distribution of money from
6 the fund to eligible public safety agencies or counties. A public
7 safety agency or county that receives money under this subdivision
8 shall create, maintain, and make available to the committee upon
9 request a detailed record of expenditures relating to the
10 preparation, administration, and carrying out of activities of its
11 9-1-1 training program. ~~Money~~ **AN ELIGIBLE PUBLIC SAFETY AGENCY OR**
12 **COUNTY SHALL REPAY TO THE FUND ANY MONEY** expended by ~~an eligible~~
13 **THAT** public safety agency or county for a purpose considered
14 unnecessary or unreasonable by the committee or the auditor
15 general. ~~shall be repaid to the fund.~~ The commission shall consult
16 with and consider the recommendations of the committee in the
17 promulgation of rules under section 413 establishing training
18 standards for 9-1-1 system personnel. Money shall ~~shall~~ **MUST** be disbursed
19 on a biannual basis to an eligible public safety agency or county
20 for training of PSAP personnel through courses certified by the
21 committee only for either of the following purposes:

22 (i) To provide basic 9-1-1 operations training.

23 (ii) To provide in-service training to employees engaged in 9-
24 1-1 service.

25 (d) ~~1.88%~~ shall **1.5% MUST** be credited to the department of
26 state police to operate a regional dispatch center that receives
27 and dispatches 9-1-1 calls, and ~~1.87%~~ shall **3% MUST** be credited to

1 the department of state police for costs to administer this act and
2 to maintain the office of the state 9-1-1 coordinator.

3 (E) 21.5% SHALL BE AVAILABLE FOR REIMBURSEMENT BY THE
4 COMMITTEE ONLY FOR THE FOLLOWING PURPOSES:

5 (i) GRANT MATCH FOR STATEWIDE OR REGIONAL IP-BASED 9-1-1
6 PROJECTS.

7 (ii) INVOICES SUBMITTED BY COMMITTEE-APPROVED IP-BASED 9-1-1
8 SERVICE PROVIDERS FOR THE COSTS RELATED TO IP-BASED 9-1-1 EMERGENCY
9 SERVICE.

10 ~~—— (5) For fiscal year 2010-2011 only, an amount not to exceed~~
11 ~~\$1,700,000.00 is distributed to the department of state police for~~
12 ~~an integrated IP-based 9-1-1 mapping system in this state. The~~
13 ~~money distributed under this subsection is for the restricted~~
14 ~~purpose of matching funds for the state's award of a grant under~~
15 ~~the grant program established under the federal ensuring needed~~
16 ~~help arrives near callers employing 911 act of 2004 to be used~~
17 ~~solely for the acquisition and deployment of a state integrated IP-~~
18 ~~based 9-1-1 mapping system. All costs associated with the state~~
19 ~~integrated IP-based 9-1-1 mapping system including, but not limited~~
20 ~~to, its construction, administration, and maintenance shall only be~~
21 ~~paid from money distributed under this subsection and any federal~~
22 ~~grant money.~~

23 ~~—— (6) From money not distributed to local exchange providers~~
24 ~~under subsection (4)(b), an amount not to exceed \$150,000.00 shall~~
25 ~~be annually distributed to the department of treasury to fund a~~
26 ~~portion of the department's costs in administering this act. This~~
27 ~~subsection does not apply after September 30, 2015.~~

1 (5) AN IP-BASED 9-1-1 SERVICE PROVIDER THAT HAS BEEN APPROVED
2 BY THE COMMITTEE AS MEETING STANDARDS-BASED CRITERIA SET BY THE
3 COMMITTEE MAY SUBMIT AN INVOICE TO THE COMMITTEE FOR REIMBURSEMENT
4 FROM THE EMERGENCY 9-1-1 FUND FOR ALLOWED COSTS. WITHIN 90 DAYS
5 AFTER THE DATE AN INVOICE IS SUBMITTED TO THE COMMITTEE, THE
6 COMMITTEE SHALL APPROVE, EITHER IN WHOLE OR IN PART, OR DENY THE
7 INVOICE. ANY COST REIMBURSEMENT ALLOWED UNDER THIS SUBDIVISION MUST
8 NOT INCLUDE A COST THAT IS NOT RELATED TO IP-BASED 9-1-1 EMERGENCY
9 SERVICE.

10 (6) THE COMMITTEE SHALL ESTABLISH A SUBCOMMITTEE TO REVIEW
11 INVOICES SUBMITTED BY IP-BASED 9-1-1 SERVICE PROVIDERS AND MAKE
12 RECOMMENDATIONS TO THE COMMITTEE FOR APPROVAL OR DENIAL OF PAYMENT.
13 THE SUBCOMMITTEE WILL REMOVE IP-BASED 9-1-1 SERVICE PROVIDER
14 INFORMATION THAT IS CONSIDERED CONFIDENTIAL OR PROPRIETARY.

15 (7) FUNDS GENERATED BY THE FEE IN SECTION 401A IN EXCESS OF
16 \$37,000,000.00 ANNUALLY MUST BE RESERVED FOR DISTRIBUTION COMMITTEE
17 APPROVED COSTS UNDER SUBSECTION (4) (E) .

18 (8) ~~(7)~~—Money received by a county under subsection (4) (a)
19 ~~shall~~**MUST** be distributed by the county to the primary PSAPs
20 geographically located within the 9-1-1 service district by 1 of
21 the following methods:

22 (a) As provided in the final 9-1-1 service plan.

23 (b) If distribution is not provided for in the 9-1-1 service
24 plan under subdivision (a), then according to any agreement for
25 distribution between a county and a public agency.

26 (c) If distribution is not provided for in the 9-1-1 service
27 plan under subdivision (a) or by agreement between the county and

1 public agency under subdivision (b), then according to the
2 population within the geographic area for which the PSAP serves as
3 primary PSAP.

4 (d) If a county has multiple emergency 9-1-1 districts, money
5 for that county ~~shall~~**MUST** be distributed as provided in the
6 emergency 9-1-1 districts' final 9-1-1 service plans.

7 (9) ~~(8)~~The commission shall consult with and consider
8 recommendations of the committee in the promulgation of rules under
9 section 413 establishing the standards for the receipt and
10 expenditure of 9-1-1 funds under this act. Receipt of 9-1-1 funds
11 under this act is dependent on compliance with the standards
12 established under this subsection.

13 Enacting section 1. This amendatory act takes effect July 1,
14 2017.



Memorandum

To: Livingston County Board of Commissioners
From: Chad L. Chewning , Director
Date: August 10, 2017
Re: Letter of Support for HB4651 and SB400

Michigan House Bill 4651 and Senate Bill 400 have been introduced in the Michigan Legislature, which would amend Public Act 32 of 1986 “Emergency Telephone Service Enabling Act”. HB4651 and SB400 will provide funding systems for 911 so all communication devices with access to 911, including prepaid wireless devices, will contribute equally to funding 911 services. They will provide stable funding toward Next Generation 911 services, and for the operational needs of 911 that service the residents of Livingston County. These bills will also provide a mechanism of checks and balances to ensure the revenues generated are used for authorized expenditures for 911 services and the limitations set therein.

An additional talking point to note for HB4561 and SB400, is Public Act 32 of 1986 currently allows for a State 911 Technical charge of up to 0.25 cents; these bills would allow an adjustment of the current collected rate of 0.19 cents to the allowable 0.25 cents. The revenues from this State 911 Technical charge are currently deposited into the U14000 fund for the state. The monies are then formulated and dispersed to the counties throughout the state based on population. The U14000 fund is expected to run out to zero balance in March of 2018. This will create a loss of 911 funds for counties throughout the state. Livingston County in particular may lose from \$250,000-\$430,000 per year if the U14000 fund goes to zero balance. Adjusting the allowable rate from the current 0.19 cents to 0.25 cents will compensate the U14000 fund through March of 2020, which will provide the state time to develop a long-term strategy for collection of these funds.

We are requesting the Board support for the attached resolution regarding House Bill 4651 and Senate Bill 400 in an effort to maintain state funds for Livingston County 911 and potentially avoid a future tax increase for the residents of Livingston County to compensate for funds lost due to the depletion of the U14000 fund.

RESOLUTION

NO: 2017-09-153

LIVINGSTON COUNTY

DATE: September 5, 2017

RESOLUTION AUTHORIZING A TEACHING POSITION IN THE JAIL AND A SUPPLEMENTAL APPROPRIATION TO THE COMMISSARY FUND – Sheriff-Jail / Public Safety / Finance / Board

WHEREAS, the Livingston County Jail provides a variety of education services such as high school completion, GED, life-skills and other specialized programs deem appropriate; and

WHEREAS, the previous teacher resigned leaving a vacancy; and

WHEREAS, the teaching position was approved by the Personnel Subcommittee at a grade 6; and

WHEREAS, the funds will be paid from the Commissary Fund.

Obj	Desc	Current Bdgt	Revision	Revised Bdgt
706001	Salaries - PT (20 Hrs or Less)	\$0	\$5,300	\$5,300
715000	FICA - Employer Share	\$0	\$406	\$406
719000	Workers Compensation	\$0	\$175	\$175
819000	Other Contract Svs	\$24,271	(\$5,881)	\$18,390

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves a teaching position within the Livingston County Jail and a budget amendment, as set forth in the table above, to the 2017 approved budget for the Commissary Fund.

▲ Position #	Description	Stat	# Emps	Gr...	CY FTE
35100110	JAIL ED TEACHER	P	0	NU	1.000

#

#

#

MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY JAIL

150 S. HIGHLANDER WAY, HOWELL, MI 48843
Phone 540-7974 Fax 546-1800
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Lt. Dan Adas
Date: 8/8/2017
Re: RESOLUTION AUTHORIZING A TEACHING POSITION IN THE
JAIL AND A BUDGET AMENDMENT TO THE COMMISSARY
FUND

The Livingston County Jail has provided educational services to the inmates at the jail. This included high school completion, GED, life skills and other specialized coursework. In May of 2017, the teacher who was employed under contract resigned leaving a vacancy.

The jail education teacher was previously a contractual position, but will now be a part-time position within Livingston County. The new teaching position was approved by the Personnel Subcommittee at a (grade 6) and will be funded by the Jail Commissary Fund.

The Livingston County Jail is requesting the Board of Commissioners to authorize a 2017 budget amendment to the Commissary Fund that reflects the following:

Obj	Desc	Current Bdgt	Revision	Revised Bdgt
706001	Salaries - PT (20 Hrs or Less)	\$0	\$5,300	\$5,300
715000	FICA - Employer Share	\$0	\$406	\$406
719000	Workers Compensation	\$0	\$175	\$175
819000	Other Contract Svs	\$24,271	(\$5,881)	\$18,390

The approval of this resolution will further provide additional educational possibilities for the inmates resulting in more opportunities upon their release from jail. This in turn could prove to be significant in reducing recidivism rates.

If you have any questions regarding this matter please contact Lieutenant Adas at (517) 540-7974.

RESOLUTION

NO: 2017-09-154

LIVINGSTON COUNTY

DATE: September 5, 2017

RESOLUTION AUTHORIZING THE SHERIFF'S OFFICE TO ENTER INTO CONTRACT WITH THE STATE OF MICHIGAN, OFFICE OF HIGHWAY SAFETY PLANNING FOR TRAFFIC ENFORCEMENT GRANT – SHERIFF / PUBLIC SAFETY / FINANCE / BOARD

WHEREAS, the Livingston County Sheriff's Office wishes to participate the State Traffic Enforcement Grant for State's fiscal year 2018; and

WHEREAS, for participation in the State of Michigan, Office of Highway Safety Planning 2018 State Traffic Enforcement Grant, Livingston County will be eligible for reimbursement up to \$20,000.00 of the County's authorized expenditures incurred during the grant period of October 1, 2017 to September 30, 2018.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the Grant Application documents and authorizes the Livingston County Office of the Sheriff to enter into agreement for financial assistance with the State of Michigan, Office of Highway Safety Planning for the term October 1, 2017 to September 30, 2018.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners be authorized to sign the Grant Application, subsequent Grant Agreement and any future amendments for monetary and contractual language adjustments upon review by Civil Counsel.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendment necessary to effectuate this \$20,000 grant award.

#

MOVED:
SECONDED:
CARRIED:

GRANT MANAGEMENT REQUIREMENTS

1. All correspondence to the Office of Highway Safety Planning (OHSP) regarding this project shall include the project number, example: OP-18-01.
2. A change in Project Director, Agency Contact, Financial Officer, Authorizing Official, addresses, or telephone numbers requires written notification to OHSP. These changes must also be made to the web based grant application.
3. OHSP may conduct a monitoring review of this highway safety grant. The purpose of this review is to determine adherence to stated project objectives, to review financial procedures, and to ensure compliance with grant requirements. All grantees are expected to cooperate with all reasonable requests for information as part of the Monitoring Review process.
4. All published reports generated from this project must include the following disclosure statement:

This report was prepared in cooperation with the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration.

5. The grantee agrees to ensure that no person in the United States shall, on the grounds of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability, political affiliation or beliefs, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program. The grantee shall adhere to all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to, the following:

- a. The grantee will comply with all state and federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- b. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended. This act prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status.
- c. The grantee's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D)).

6. Debarment and Suspension:

By signing and submitting this proposal, the prospective lower tier participant (grantee) is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant (grantee) shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant (grantee) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant (grantee) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- e. The prospective lower tier participant (grantee) further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," (see below) without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. Except for transactions authorized under paragraph d. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- a. The prospective lower tier participant (grantee) certifies, by submission of this proposal, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant (grantee) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

7. Restriction on Federal Lobbying:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying:

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

8. Business Integrity Clause:

The Agency may immediately cancel the grant without further liability to the Agency or its employees if the grantee, an officer of the grantee, or an owner of a 25 percent or greater share of the grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Agency, reflects on the grantee's business integrity.

9. Indemnification:

- a. To the extent allowable by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the grantee in

the performance of this agreement shall be the responsibility of the grantee, and not the responsibility of OHSP, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the grantee, any subcontractor, anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

- b. To the extent allowable by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction, to be carried out by OHSP in the performance of this agreement shall be the responsibility of OHSP and not the responsibility of the grantee if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any OHSP employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State, its agencies (OHSP) or employees as provided by statute or court decisions.
- c. To the extent allowable by law, in the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and OHSP in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the grantee and OHSP in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the State, its agencies (OHSP) or their employees, respectively, as provided by statute or court decisions.

10. The grantee agrees to abide by the Federal Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).

11. For Federally Funded Grants:

- a. **Buy America Act:** Only items produced in the United States may be purchased with federal funds unless the State can show that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and are of an unsatisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to OHSP for approval by the appropriate governing authority.
- b. **The Hatch Act:** OHSP grantees and sub-grantees will comply with the provisions of 5 USC §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Offices, or Employees."

GENERAL PUBLIC INFORMATION AND EDUCATION REQUIREMENTS

1. All original electronic files including designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to OHSP by an agreed upon due date between OHSP and the grantee/contractor. The items will remain the property of OHSP and shall not be subject to copyright protection by the vendor or their agents. Items will be submitted to OHSP immediately after production of the item. **OHSP will hold the final grant reimbursement until all of the above items have been submitted.** The grantee shall not enter into an agreement that includes any time limits on rights for music, talent, artwork, or photographs. The grantee shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.

2. All printed public information and education materials and videos are required to contain logos as designated by OHSP, which are available in electronic formats upon request. See printing requirements below for more details. Audio materials must include an OHSP tag line, (see State of Michigan Printing Requirements #3 below.) All materials, including audio and video materials and scripts must be submitted for review and approval by OHSP prior to production.

3. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by seat belts or child passenger safety devices unless the lack of restraints is for demonstration or educational purposes.

4. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or an agency is prohibited and not eligible for reimbursement.
5. Closed Captioning: All DVDs must be closed captioned. This includes any online videos.
6. Social Media Use and Approval: The creation of social media accounts such as Facebook and Twitter for state or federally funded grants and projects require prior approval from OHSP before release to the public.
7. The purchase of program advertising space by grantees on TV, radio, magazines, newspapers, billboards, etc., may be approved on a case-by-case basis.

STATE OF MICHIGAN PRINTING REQUIREMENTS

1. The following items require the prior approval of your OHSP program coordinator:
 - flyers, posters, brochures
 - annual reports
 - newsletters
 - printing projects that include silk screened folders or binders, die-cut folder or covers, holograms, foil printing, embossing, or engraving
2. Paper stock shall be standard sizes, as unusual size or special-order paper stock is more expensive than standard sizes and results in additional waste.
3. For State/Federally Funded Grants:
The following tagline shall be placed on all printed public information and education materials:
"This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation."

COPIES

1. OHSP will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or flash drive.
2. OHSP will require fifteen copies of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are distributed throughout the state of Michigan's library system:
 - annual reports
 - manuals, handbooks, and training materials
 - news releases
 - statistics
3. OHSP will require three copies of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are housed as part of the state of Michigan's library system:
 - posters
 - brochures
 - flyers
4. If the publication is available on a publicly accessible website, no printed copy is required. However; an email which includes a link to the document must be provided to OHSP. The State of Michigan's library system will then include it in its digital archive.

PROGRAM REQUIREMENTS

1. Progress reports are required to be submitted throughout the grant period. The due dates for these reports are

specified in the grant approval letter and must be submitted online. Reports shall describe activities undertaken to accomplish each project goal, reason for non-activity if necessary, activities planned for the next quarter and obstacles encountered or anticipated. Progress reports must be submitted in order for OHSP to process financial reimbursement.

2. The final progress report is due on the date stated in the grant approval letter and shall include a summary of all activities and accomplishments for the entire grant period. Include the following information in the project summary:

- a. A list of significant accomplishments or activities of this project that addressed the project objectives.
- b. A summary of how this project impacted the initial stated problem.
- c. If no activity took place, a report must be submitted stating as such.

3. Out-of-state travel requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. **Requests shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e. travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to OHSP approval.

4. If a project modification is required, the grantee shall contact the OHSP program coordinator for prior approval.

5. For Overtime Traffic Enforcement Grants Only:

- a. The grantee shall verify all officers working OHSP federally funded overtime have completed the NHTSA-International Association of Chiefs of Police (IACP) approved Standardized Field Sobriety Testing (SFST) curriculum.
- b. Law enforcement agencies shall adopt the IACP model policy on seat belt use or have a written policy in place requiring the use of seat belts by all employees and passengers in department vehicles.
- c. All law enforcement officers participating in an OHSP grant-funded traffic enforcement detail shall wear a properly fastened seat belt in accordance with State law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from OHSP.
- d. Law enforcement agencies shall adopt the IACP guidelines on vehicle pursuits or have a written policy in place.
- e. Traffic enforcement activity data shall be submitted to OHSP within five days of the conclusion of the enforcement period. Agencies shall use the Enforcement Report connected to the web-based grant system.
- f. Only Michigan Commission On Law Enforcement Standards certified police officers or Michigan State Police Motor Carrier officers shall be used on enforcement projects.
- g. Use of part-time officers on enforcement projects is restricted and must comply with OHSP policy. **PRIOR APPROVAL IS REQUIRED.** Contact OHSP for a copy of this policy.
- h. Grant funds **CANNOT** be used for activities such as traffic control, motorcades, and dignitary protection. OHSP grant funds can only be used for activities approved in the grant.
- i. If a police emergency occurs requiring officers on a grant-funded detail to respond, officers shall have up to one hour to respond and return to the detail. If officers must remain beyond the hour or additional emergencies

arise during this detail, the time charged to the grant ceases immediately and the agency shall incur the costs.

- j. Traffic enforcement shifts shall be scheduled for a minimum of two consecutive hours.
- k. Traffic enforcement efforts shall be publicized by supporting media events as requested by OHSP.
 - The grantee shall assist OHSP with media events that will be conducted locally.
 - Banners or other signage provided by OHSP shall be displayed when patrols are conducted.
- l. Grantees and contractors acting as a project director of a multi-agency grant must provide the participating agencies/sub-contractors with a copy of these Grant Management Requirements.
- m. A daily activity log with a listing of activities performed must be completed for all time requested for reimbursement. It must include the following information in the body of the document to be acceptable documentation:
 - The start time of the grant-funded enforcement detail.
 - A brief description of every stop.
 - The end time of the grant-funded detail.
 - All grant time must be accounted for. **Time must be documented at a minimum of every hour, regardless of whether a traffic stop is made.** This includes time spent on traffic stops, arrest, transporting and lodging of arrested subjects, report writing, serving as "zone spotters".

6. For Underage Drinking Enforcement Grants Only:

- a. Law enforcement agencies shall adopt the IACP model policy on seat belt use or have a written policy in place requiring the use of seat belts by all employees and passengers in department vehicles.
- b. Law enforcement agencies shall adopt the IACP guidelines on vehicle pursuits or have a written policy in place.
- c. Underage drinking enforcement activity data shall be submitted to OHSP on a quarterly basis either in MAGIC+ or to the OHSP program coordinator via e-mail, mail or fax. Agencies shall use the UAD Enforcement Report form provided by the OHSP program coordinator.
- d. Only Michigan Commission On Law Enforcement Standards (MCOLES) certified police officers shall be used on enforcement projects.
- e. Use of part-time officers on enforcement projects is restricted and must comply with OHSP policy. **PRIOR APPROVAL IS REQUIRED.** Contact OHSP for a copy of this policy.
- f. Grant funds **CANNOT** be used for activities such as traffic control, motorcades, and dignitary protection. OHSP grant funds can only be used for activities approved in the grant.
- g. If a police emergency occurs requiring officers on a grant-funded detail to respond, officers shall have up to one hour to respond and return to the detail. If officers must remain beyond the hour or additional emergencies arise during this detail, the time charged to the grant ceases immediately and the agency shall incur the costs.
- h. All law enforcement officers participating in an OHSP grant-funded enforcement detail shall wear a properly fastened seat belt in accordance with State law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from OHSP.
- i. The grantee must keep track of funds spent. In some cases, multiple funding sources are assigned to law enforcement grants. In these situations, the grantee must assign, document, and monitor expenditures to each designated funding source separately for underage drinking enforcement, seat belt enforcement, and impaired

driving enforcement. These federal funding sources may not be used interchangeably. In the event the grantee overspends, the difference will need to be covered by the grantee. Additional funding will not be provided to support overspending of any federal or State program.

GENERAL FINANCIAL REQUIREMENTS

1. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside of the grant period will not be reimbursed. **Costs cannot EXCEED the approved grant award.**
2. Goods purchased through the grant shall be received in acceptable condition. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending date, the grantee shall contact the OHSP program coordinator.
3. The grantee shall use generally accepted accounting principles.
4. Costs charged to this grant cannot be charged to any other program. Law enforcement agencies cannot offer comp time in lieu of overtime pay.
5. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by OHSP. A document entitled "Acceptable Backup Documentation for Federal Cost Claims" is available from OHSP to assist with identifying adequate backup documentation. OHSP utilizes this guidance for all grant recipients regardless if the source is federal or state grant funds.
6. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the OHSP regardless of the dollar amount. In addition, grantees receiving funds from OHSP for multiple grant projects must have a separate account for each grant project. It is the responsibility of the lead agency to insure that all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by OHSP.
7. Costs must be net of all applicable credits such as purchase discounts, rebates or adjustments of overpayments, or erroneous charges.
8. The following deviations from the approved budget require **PRIOR approval from OHSP**:
 - a. A specific item of cost not included in the approved budget.
 - b. An increase in the number of a specific item over and above the total authorized.
 - c. A transfer between major budget categories in excess of 10 percent of the category being increased.
9. Procurement Methods:
 - a. Competition: Grantees shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.
 - b. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy America Act qualified sources.

c. **Competitive Bids:** For purchases over \$25,000, the grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the State of Michigan and complies with the Buy America Act. The grantee or their contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. In those instances where three (3) bids have not been received, a full explanation, along with the names and addresses of those firms and individuals requested to bid, and including reasons why agencies failed to bid, must be forwarded to OHSP for approval **prior** to awarding a contract.

10. Documentation for costs shall be maintained for three years following final reimbursement.

11. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the grantee from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to OHSP, unless prior permission is obtained from OHSP to use the funds for other traffic safety projects. Contact OHSP for further information.

12. **General Cost of Business (formerly referred to as Supplanting):** The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency or other grantee is considered to be general cost of business and is not allowable.

The sub-grantee shall not use grant funds to supplant state or local funds, or, other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging the grant position.

The Financial Officer or Authorizing Official's straight time costs may not be funded under this grant.

COST REIMBURSEMENT

1. All OHSP projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided.

2. Reimbursement is based on submission of progress and financial reports. All requested information should be submitted electronically through the web-based application whenever possible. Otherwise backup information may be submitted via US mail, by fax, or by email. A financial report submitted to OHSP by a grantee shall contain the following to be considered complete:

- a. Electronic signatures for the agency's Financial Officer or Project Director.
- b. A copy of a report for the current period generated by the grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, or a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.
- c. For enforcement grants: Officer names, dates, and amounts paid for each agency participating in grant funded patrols.
- d. For non-enforcement grants with personnel costs: Activity logs as described in "Personnel Costs" under "Budget Cost Category Requirements."
- e. Copies of invoices must be included.

f. Additional documentation as requested by OHSP.

3. Financial reports are due, at a minimum, on a quarterly basis. Financial report due dates are specified in the grant approval letter. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" Financial report shall be submitted. The submission of financial reports is mandatory and non-compliance can result in termination of the grant.

4. The Project Director shall ensure that financial reports are submitted in compliance with reporting deadlines. If the financial report is submitted electronically without backup documentation, the financial report is not considered submitted and the grantee will receive a delinquent letter stating the same.

5. A delay in submitting support documentation may result in the suspension of all grant activity.

6. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

BUDGET COST CATEGORY REQUIREMENTS

(PLEASE REFER TO THE FOLLOWING FOR SPECIFIC REQUIREMENTS OF BUDGET COST CATEGORIES. ONLY REQUIREMENTS FOR COST CATEGORIES CONTAINED WITHIN YOUR APPROVED GRANT BUDGET APPLY.)

PERSONNEL COSTS

1. Payments for salaries and wages shall be supported by a time and attendance report, based on an after-the-fact distribution of time, which shows details of the activities performed.

For enforcement grantees (including sub-grantees) - A daily activity log with a listing of activities performed must be completed for all time request for reimbursement. It must include the following information in the body of the document to be acceptable documentation:

- The start time of the grant funded enforcement detail.
- A brief description of every stop.
- The end time of the grant-funded detail.
- All grant time must be accounted for. This includes time spent on traffic stops, arrests, transporting and lodging of arrested subjects, report writing, and serving as "zone spotters".

The time on the daily must match the hours requested for reimbursement and supervisor approval must be documented electronically or in writing. If supervisors' approval is given by means other than a signature on the daily, explanation of the approval process must be provided at the time of grant monitoring.

For non-enforcement grantees - Grantees must maintain activity logs which document the actual amount of time spent on the grant project and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.

2. Reimbursement for wages and fringe benefits shall be based on actual costs NOT budgeted rates. Only those fringe benefit costs that actually increase as a result of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers comp, and retirement, but if any of these costs are structured so that they don't increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50% of the position is grant funded, 50% of the fringes benefits can be claimed.) Fringe benefit rates must be reasonable and in accordance with federal cost principles.

3. The rate of pay for grant-funded enforcement shall be determined according to the grantee's policy, contract, or employment agreement. Overtime rates must be applied consistently to all activities of an agency - higher rates may not be established just for federal grants.

4. Agencies shall comply with all state labor laws.

CONTRACTUAL SERVICES

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. All grantees or sub-grantees awarding contracts or sub-contracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18-Uniform Administrative Requirements For Grant And Cooperative Agreements To State And Local Governments, §18.36 Procurement. A copy of the contract shall be submitted to OHSP when available.

NOTICE: All contracts for the purpose of developing public information materials (print, audio, or video) must be submitted to the appropriate OHSP program coordinator for review PRIOR to entering into the contractual agreement with the vendor.

OPERATING COSTS

1. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed.

2. Automotive expenses submitted shall be based on actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times a mileage rate. The rate will be determined when the grant is approved, but will generally be the IRS business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.

3. Out-of-state travel funded by federal; grant funds requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. **Requests shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e. travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to OHSP approval.

4. Postage, telephone, and grant-related travel costs shall be documented by log or meter and submitted with the reimbursement request.

EQUIPMENT

1. Only eligible equipment specifically listed in the equipment section of the approved grant budget will be reimbursed. Equipment costs shall be reimbursed according to the match requirements as specified in the approved grant budget.

2. Equipment purchases shall be initiated within the time period specified in the approved grant. "Initiated" means bids were solicited, accepted, and items have been ordered. If there is a reason a grantee is unable to meet this requirement, the OHSP program coordinator shall be contacted immediately.

3. Equipment purchased through this grant shall be used only for highway safety activities throughout its useful life.

4. If the equipment is disposed of, or ceases to be used for highway safety activities, and the equipment is determined to have a Current Fair Market Value of \$5,000 or more, OHSP reserves the right to retain or transfer title to all items. OHSP may allow the holder of the equipment to retain title of the equipment and reimburse the federal or State share of the fair market value of such equipment. The Current Fair Market Value shall be determined as follows:

- a. Appraisal by an independent source with expertise in valuation of similar items is the preferred method of valuation for equipment.

- b. For vehicles, Kelly Blue Book values may be used when taking into consideration the physical condition of the vehicle.
- c. If a fair market value based on appraisal or Kelly Blue Book values cannot be determined, the value may be based on IRS depreciation schedules. Only straight line depreciation may be used.

INDIRECT COSTS

Indirect costs cannot be specified in all situations because of the diverse characteristics and accounting practices of governmental units. Typical examples of indirect costs may include certain state/local central service costs, general administration of the grantee department or agency, accounting and personnel services performed within the grantee department or agency, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, etc. Indirect costs shall be provided at a negotiated rate mutually acceptable to the grantee and OHSP.

The indirect cost rate shall be developed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) and shall be supported by the grantee's central service cost allocation plan or its equivalent. The indirect cost rate must be approved by the grantee's federal cognizant agency, with written documentation maintained by the grantee. If the grantee does not have a federal cognizant agency, OHSP will serve in this capacity.

TERMINATION

OHSP retains the right to terminate a grant for failure to meet the grant management requirements. When a grant is terminated by OHSP, the grantee shall not be eligible to seek grant funding for a period of two years. In order to obtain a grant after the two-year period, the grantee will be required to submit written assurance that the identified deficiencies have been corrected. Additionally, the agency may be required to submit monthly financial reports to allow for increased financial monitoring.

Project Director Agreement *(required to submit Draft Application):*

Click here to affirm that you have read and agree to comply with the Grant Management Requirements. *

Authorized Official Agreement *(required to submit Final Application):*

Click here to affirm that you have read and agree to comply with the Grant Management Requirements. *



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF SHERIFF'S OFFICE

150 S. Highlander Way, Howell, MI 48843
Phone 540-4384 Fax 545-9627
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Sergeant Chad Sell
Date: 07/21/2017
**Re: RESOLUTION AUTHORIZING THE SHERIFF'S OFFICE TO ENTER
INTO CONTRACT WITH THE STATE OF MICHIGAN, OFFICE OF
HIGHWAY SAFETY PLANNING FOR TRAFFIC ENFORCEMENT
GRANT – SHERIFF DEPARTMENT / PUBLIC SAFETY / FINANCE / BOARD**

The Livingston County Sheriff's Office has been invited to participate in the State of Michigan, Office of Highway Safety Planning Traffic Enforcement Grant for the State's fiscal year 2018.

The State of Michigan, Office of Highway Safety Planning has offered the Livingston County Sheriff's Office up to \$20,000 in state reimbursement funds for participation in the program.

Participation in this grant opportunity will allow the Sheriff's Office to focus specifically on impaired driving, distracted driving and seat belt enforcement.

The main purpose of the program is to increase traffic enforcement within Livingston County thereby reducing the number of traffic related incidents. The Sheriff's Office is requesting that the Board of Commissioners support the submission of the application and enter into contract with the State of Michigan, Office of Highway Safety Planning for the term of October 1, 2017 to September 30, 2018. Your support will allow the Sheriff's Office to continue a vital service to our County.

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

RESOLUTION

NO:

2017-09-155

LIVINGSTON COUNTY

DATE:

September 5, 2017

RESOLUTION AUTHORIZING THE SHERIFF DEPARTMENT AND THE COUNTY OF LIVINGSTON TO APPLY FOR AND ENTER INTO CONTRACT WITH THE STATE OF MICHIGAN, OFFICE OF HIGHWAY SAFETY PLANNING FOR FISCAL YEAR 2018 SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM GRANT – Sheriff / Public Safety / Finance / Board

WHEREAS, the Livingston County Sheriffs' Department wishes to continue the operation of the Secondary Road Patrol and Traffic Accident Prevention Program for state fiscal year 2018; and

WHEREAS, the County of Livingston will be receiving up to \$85,656.00 in reimbursement funds from the State of Michigan, Office of Highway Safety Planning for participation in the 2018 Secondary Road Patrol and Accident Prevention Program.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the submission of application to enter into a contract with the State of Michigan, Office of Highway Safety Planning wherein Livingston County will receive a maximum of \$85,656.00 in State reimbursement funds effective October 1, 2017 through September 30, 2018.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts, agreements, amendments and support documents related to the 2018 Secondary Road Patrol and Accident Prevention Program upon review by Civil Counsel.

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**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF SHERIFF'S OFFICE

150 S. Highlander Way, Howell, MI 48843
Phone 540-4384 Fax 545-9627
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Sergeant Chad Sell
Date: 08/02/2017
**Re: RESOLUTION AUTHORIZING THE SHERIFF DEPARTMENT AND
THE COUNTY OF LIVINGSTON TO APPLY FOR AND ENTER INTO
CONTRACT WITH THE STATE OF MICHIGAN, OFFICE OF
HIGHWAY SAFETY PLANNING FOR FISCAL YEAR 2018
SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT
PREVENTION PROGRAM GRANT – SHERIFF DEPARTMENT / PUBLIC SAFETY /
FINANCE / BOARD**

The Livingston County Sheriff's Office has been invited to participate in the State of Michigan, Office of Highway Safety Planning Secondary Road Patrol and Accident Prevention Program grant for State fiscal year 2018.

The State of Michigan, Office of Highway Safety Planning has offered Livingston County Sheriff Department up to \$85,656.00 in state reimbursement funds for participation in the program.

Continued participation in this grant opportunity will allow the Sheriff to maintain two officers dedicated specifically to traffic enforcement and accident prevention within Livingston County.

The main purpose of the program is to increase traffic enforcement on secondary roads within Livingston County thereby reducing the number of traffic related incidents. The Livingston County Sheriff's Office has participated in the Secondary Road Patrol and Accident Prevention Program for a number of years in the past. I am requesting that the Board of Commissioners support the submission of the application and enter into contract with the State of Michigan, Office of Highway Safety Planning for fiscal year 2018. Your support will allow the Sheriff's Office to continue a vital service to our County.

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

RESOLUTION

NO:

2017-09-156

LIVINGSTON COUNTY

DATE:

September 5, 2017

RESOLUTION TO MAKE AMENDMENTS TO THE PERSONNEL MANUAL FOR NON-UNION EMPLOYEES

WHEREAS, the Livingston County Personnel Manual needs periodic updating; and

WHEREAS, the Livingston County Board of Commissioners approved an updated Employee Manual in April, 2015; and

WHEREAS, the Human Resources Department has identified necessary amendments to the current manual; and

WHEREAS, the Personnel and Finance Committees reviewed and approved the changes to the Personnel Manual.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the attached Personnel Manual for non-union employees, as amended, and hereby updates the policies associated with these amendments.

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MOVED:

SECONDED:

CARRIED:

LIVINGSTON COUNTY,
MICHIGAN



PERSONNEL MANUAL

FOR NON-UNION EMPLOYEES

Effective ~~April 27, 2015~~ August __, 2017

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SCOPE, PURPOSE AND INTENT

This Personnel Manual is applicable to non-union personnel employed by Livingston County (hereinafter referred to as “County” or “Employer”). It is not applicable to any employee or group of employees which is now or shall hereafter be included in a union bargaining unit or covered under a collective bargaining agreement. Further, this Personnel Manual is not applicable to any elected County positions. The wages and fringe benefit provisions of this manual are also not applicable to a retiree of Livingston County who becomes re-employed by Livingston County. The benefits and accrual of benefits for such individuals is controlled by separate Resolutions of the Livingston County Board of Commissioners.

It is the purpose and intent of this manual to act as an informational guide of benefits that Livingston County intends to extend to some of its employees. This manual should not be construed as creating a contract between the Employer and any of the applicable employees. Benefits outlined in this document may be added to, expanded, reduced, deleted or otherwise modified by the County Board of Commissioners and any such modifications in the manual shall be solely within the discretion of the County Board of Commissioners. The interpretation and operation of the benefits noted herein are within the sole discretion of the County Board of Commissioners and any such modifications in the manual shall be solely within the discretion of the County Board of Commissioners. The Employer reserves and retains, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties and obligations of the Employer shall in any way whatsoever be abridged by the terms of this manual.

No person or representative of the Employer, other than the County Board of Commissioners, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the provisions contained herein. The employees covered under this manual are employees at will. Their employment and compensation can be terminated with or without cause. An employee cannot rely upon custom or prior practice. The fact that these policies may have been applied differently in the past does not affect their current or future enforcement.

The policies included in this Personnel Manual supersede, replace and control any prior Personnel Manuals, or contradictory policies, representations, contracts, or practices. Human Resources policies are available on the Human Resource Department’s website. Policies and other Board resolutions adopted by the Board of Commissioners after the approval of this Personnel Manual shall supersede, replace and control this Personnel Manuals, or contradictory policies, representations, contracts, or practices.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

(NOTE: THIS POLICY SHALL APPLY TO ALL COUNTY ELECTED OFFICIALS, DEPARTMENT HEADS, UNION AND NON-UNION COUNTY EMPLOYEES).

It is the policy of the Livingston County Board of Commissioners to provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, national origin, religion, marital status, height, weight, disability, genetic information, or any other protected status.

Disabled employees who feel accommodation is needed to perform their job must notify the Human Resources Director in writing of the need for reasonable accommodation within 182 days after the date the employee knew or reasonably should have known that an accommodation was needed. Failure to properly notify Livingston County will preclude any claim that Livingston County failed to accommodate the disabled employee. Livingston County will make accommodations that do not pose an undue hardship to the County.

POLICY AGAINST HARASSMENT IN THE WORKPLACE

Livingston County is committed to providing a work environment where all employees are treated with dignity and respect. Harassment in the workplace based upon race, creed, color, sex, age, national origin, religion, marital status, height, weight, disability, or any other protected status will not be tolerated, whether committed by or directed toward co-workers, supervisors, vendors/consultants, or those persons receiving services from the County. Harassment of others in the workplace is destructive to a good working relationship and is counterproductive to the County's goal of providing outstanding services to the public. Therefore, it is every employee's responsibility to ensure that Livingston County maintains a fair and effective work environment that is free from harassment. If you have questions concerning this policy, please contact Human Resources.

A. Sexual Harassment Defined: Livingston County's equal employment opportunity policy against discrimination and harassment prohibited by law includes a prohibition against sexual harassment. The law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature when either:

1. Submission to or rejection of such conduct or communication is made explicitly or implicitly a term or a condition of an individual's employment; OR
2. Submission to or rejection of such conduct or communication by an individual is used as a factor in employment decisions affecting the individual; OR

3. Such conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment. This includes, but is not limited to:
 - a. Sexually-oriented jokes, gestures, noises, remarks or comments about a person's sexuality or sexual experience directed at or made in the presence of an employee;
 - b. Sexual or discriminatory displays or publications; and
 - c. Retaliation for sexual harassment complaints.

The foregoing policies require that each individual exhibit, in his or her conduct and communications, sound judgment and respect for the feelings and sensibilities of each employee. The prohibited conduct may be in the form of a sexual advance, but may also be in the form of less direct verbal or non-verbal behavior. Behavior may be unwelcome even if it is not intended or perceived as such by the person engaged in it. The following are some examples of possible sexual harassment:

- Verbal sexual comments, innuendos, slurs or jokes.
- Non-verbal sexual gestures, leering or staring.
- Visual displaying sexual pictures, writings, or objects.
- Physically inappropriate touching or blocking someone's movement.
- Threats, threatening or insinuating reprisal for refusing sexual demands or conduct

B. Other Discriminatory Harassment: Other forms of harassment are also prohibited. Verbal or non-verbal conduct that exhibits hostility or disrespect toward an individual or group because of race, religion, national origin, color, gender, age, marital status, height, weight, disability or any other protected classifications will not be tolerated. As with sexual harassment, behavior of this kind may take a number of forms including, but not limited to oral or written communications, the display of printed or graphic material, slurs, gestures, jokes and physical acts.

C. What You Should Do If You Believe You Have Been Harassed: You may, but are not required to, speak with the offending individual directly and inform the offending individual that the behavior in question is unwelcome and must be stopped.

It is the policy of Livingston County that any employee who in good faith believes he or she has been subjected to illegal discrimination or harassment prohibited by law, or who believes in good faith he or she has observed discrimination or harassment prohibited by law, must report that fact immediately in writing to:

1. The individual's Department Director/Elected Official; or
2. If the individual does not feel comfortable with his/her Department Director/Elected Official, the individual should feel free to bypass such individual and file a written complaint with the Human Resources Director.

If an employee has any questions regarding the reporting of such matters, he or she should contact the Human Resources Department.

D. What You Should Do If You Believe Another Employee Is Being Harassed: If an employee observes or has knowledge of an incident of harassment involving other employees, he or she should immediately file a written complaint with their Department Director/Elected Official or the Human Resources Director.

If you are a supervisor, you have a responsibility to maintain a work environment that is free from unlawful harassment and must report, in writing, any observed or reported incident of harassment involving other employees immediately to your Department Director/Elected Official or the Human Resources Director.

E. How Complaints of Harassment Will Be Handled:

INVESTIGATION - The County will promptly conduct a thorough and impartial investigation of any complaint or report of harassment.

CONFIDENTIALITY - To the extent possible, the County's investigation will be conducted in a manner calculated to protect the privacy of the individuals involved, and the confidentiality of the complainant.

DISCIPLINARY ACTION - If the investigation reveals that harassment has occurred, disciplinary action up to and including discharge will be taken. The nature of the discipline will depend upon the circumstances of each case.

Again, all complaints and the actions taken to resolve such complaints will be treated confidentially and will be disclosed only when necessary to the investigation and a resolution of the matter. However, no employee is promised strict or absolute confidentiality.

If an investigation of the complaint of harassment or unlawful discrimination reveals that the complaint was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

F. Protection Against Retaliation: If a report of discrimination or harassment prohibited by law is made in good faith, the County will protect the reporting individual from retaliation or any other detrimental impact on his or her employment. Disciplinary action, up to and including discharge, will be taken against anyone who attempts such retaliation. Employees who become aware of complaints or investigations of harassment are expected to refrain from unnecessary and unprofessional discussions with coworkers concerning the individuals involved, as such discussions may themselves be a form of retaliation or harassment.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

SAFE WORKPLACE POLICY

Livingston County is committed to providing a safe workplace for the public and its employees, customers, vendors and contractors. In an effort to prevent the possibility of violence in our workplace, Livingston County has implemented this Safe Workplace Policy. Livingston County strictly prohibits and will not tolerate any threatened or actual workplace violence. This includes, but is not limited to, any of the following conduct in or around the work environment:

- Threatening injury or damage against a person or property;
- Fighting or threatening to fight with another person;
- Threatening to use a firearm or any other weapon;
- Having unauthorized possession of a firearm or any other weapon while on County premises or County business;
- Abusing or injuring another person;
- Abusing or damaging property;
- Using obscene or abusive language or gestures in a threatening manner;
- Raising voices in a threatening manner;
- Harassing behavior inconsistent with normal work relationship or stalking;
- Use of social media to harass individual(s) or distribute rumors, innuendos and other potentially harmful information

Because of the potential for misunderstanding, joking about any of the above misconduct is also prohibited.

Any person who exhibits unsafe behaviors will be removed from County's premises as quickly as safety permits, and shall remain off County premises pending the outcome of an investigation. Employees will cooperate in all investigations, and a failure to cooperate may result in a disciplinary action, up to and including discharge. If the investigation substantiates that a violation has occurred, the County will take immediate corrective action. Corrective action may include immediate discipline, up to and including termination, at the County's sole discretion. Additionally, the County may, in its discretion, pursue any criminal or civil remedies which may be available.

All employees, temporary employees, vendors, contractors and any other personnel are responsible for notifying the County of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Any individual who reasonably believes that a situation with any employee or any other party may become violent, should immediately leave the area.

Any violations of this policy should be immediately reported in writing to the Department Director or Elected Official.

If the individual does not feel comfortable with the Department Director or Elected Official, or if the Department Director or Elected Official is not available, the Human Resources Director should be immediately advised in writing of the violation.

A report or complaint will be promptly investigated. If a report is made in good faith, the employee will be protected from retaliation or any other detrimental impact on his or her employment.

In order to provide a safe workplace and protect our employees from threats to their safety, the County must know if a court has ordered an individual to stay away from County locations. Therefore, this policy also requires individuals who either obtains a protective or restraining order, or who is served with a protective or restraining order, which lists County locations as being protected areas, to provide the Human Resources Director with a copy of any protective or restraining order. This information will be kept reasonably confidential to the extent possible.

SOCIAL SECURITY NUMBER PRIVACY POLICY

Social Security numbers should be collected only where required by federal and state law or as otherwise permitted by federal and state law for legitimate reasons consistent with this Privacy Policy.

The County shall take reasonable measures to enforce this Privacy Policy and to correct and prevent the reoccurrence of any known violations. Any employee, who knowingly obtains, uses or discloses Social Security numbers for unlawful purposes or contrary to the requirements of this Privacy Policy shall be subject to discipline up to and including discharge. Additionally, certain violations of the Act carry criminal and/or civil sanctions. The County will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who knowingly obtains uses or discloses Social Security numbers through the County for unlawful purposes.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

SECTION I GENERAL INFORMATION

A. The Work Week: The work week shall normally consist of five (5) working days and/or forty (40) hours per week. However, nothing contained herein shall constitute a guarantee of forty (40) hours per week.

B. Working Hours: Normal County work hours shall extend from 8:00 am to 5:00 pm daily, unless otherwise changed by the employee's Department Head. Department Heads/Elected Officials will advise employees of their individual work schedules. Staffing and operational needs may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

C. Lunch Breaks: Full-time employees shall normally be allowed a one (1) hour unpaid break for lunch. The specific lunch break will be scheduled by the employee's Department Head so that offices will remain open during scheduled business hours.

D. Rest Breaks: Employees shall normally be allowed rest breaks twice a day, with one in the first four (4) hours of the work day and one in the last (4) hours of the work day. Each rest break period is not to exceed fifteen (15) minutes and will be scheduled by your Department Head. They do not accumulate if not taken.

E. Break Time for Nursing Mothers: In compliance with federal law which requires the provision of unpaid, reasonable break time for a non-exempt employee to express breast milk, the County subscribes to the following policy:

All employees shall be provided a place to breastfeed or express their milk. The Human Resources Department can confer with the employee to designate a suitable, private location, other than a bathroom, which is located in close proximity to the employee's work area for such breaks. An employee may use her private office area for milk expression if she prefers.

Employees shall be provided flexible breaks to accommodate breastfeeding or milk expression for the first year of the child's life. A non-exempt breastfeeding employee shall be provided a flexible schedule for breastfeeding or pumping to provide breast milk for her child. The time would not exceed normal time allowed for lunch and breaks. For time above and beyond normal lunch and breaks, sick/vacation time must be used, or the employee can make up the time at the discretion of the supervisor.

A refrigerator will be made available for safe storage of expressed breast milk.

Employees may use their own cooler packs to store expressed breast milk, or may store milk in a designated refrigerator/freezer. Employees should provide their own containers. Those using the refrigerator are responsible for keeping it clean.

Management and staff are expected to provide an atmosphere of support for breastfeeding employees.

F. Date of Hire: The effective date on which an individual is officially hired and begins work as an employee of Livingston County shall be designated as that individual's "Date of Hire." The following shall alter an employee's date of hire:

1. Layoffs which exceed one (1) year, which shall change one's hire date to the date of return to employment, if applicable.
2. Termination of employment for any reason provided; however, that if the employee returns to employment within one (1) year of the date of termination, then, and in that event, the employee shall retain his/her original "Date of Hire".
3. Paid or unpaid leaves of absence which exceed ninety (90) days. However, this provision shall not be applicable to Military Leave controlled by USERRA.

G. Anniversary Date: An employee's "Anniversary Date" shall be a full-time employee's continuous service in his/her current position. Generally, the "Anniversary Date" will be the same as the "Date of Hire", however, a promotion or period of part time employment normally changes one's "Anniversary Date". The "Anniversary Date" is the

date used to determine when an employee will become eligible to seek a merit salary increase.

H. Employment Status:

1. **Regular Employees:** Regular status employees are hired to fill job positions that are classified in accordance with assigned job duties and authorized by the Board of Commissioners. Funds for regular status positions are budgeted specifically to support the positions. Either full-time or part-time staff may be assigned regular employee status. Regular full-time staff are budgeted to regularly work a thirty (30) to forty (40) hour work week. Regular part-time staff are budgeted to regularly work less than a thirty (30) work week.
2. **Irregular Part-time Employees:** Irregular part-time employees are regular status employees who are hired to fill a position with no regular work schedule. Irregular part-time employees shall not receive fringe benefits such as but not limited to, retirement, health insurance, vacation, sick leave, and holiday pay unless provision of such benefit is required by law, provision on such benefit is required under the terms of the terms and conditions of an applicable benefit plan, or unless there is a written agreement with the employee(s) approved by the Board of Commissioners for the provision of one or more fringe benefits.
3. **Temporary Employees:** Temporary employees may be full-time or part-time, and are employed in a position for a specific limited duration, usually six (6) months or less, but not more than one (1) year. These employees are generally hired for the purpose of relieving regular staff members who are absent due to illness, or leave of absence, or augmenting the regular staff to meet requirements that may be occasioned by periodic work loads. Temporary employees will generally be paid at an hourly rate based on the starting salary for the position they hold; and any exemptions for pay below scale must be authorized in advance in writing by the County Human Resources Director. Any exemptions for pay above the starting or first year step must be approved by the Personnel Committee. Temporary employees shall not receive fringe benefits such as but not limited to, retirement, health insurance, vacation, sick leave, and holiday pay.

I. Exempt and Non-Exempt Employees: Positions will be classified as “exempt” or “non-exempt”. The determination as to exempt or non-exempt status will be made by the Employer based upon the actual duties of the position as applied to the standards set forth in the Fair Labor Standards Act. Those full-time employees who are considered executive, administrative and professional, and are in classifications exempt from the overtime provisions of the Federal Fair Labor Standards Act are not entitled to overtime or compensatory time. Non-exempt employees are entitled to overtime or, in the discretion of the Employer and under the terms and conditions set forth in this manual, compensatory time.

1. **Salary Basis Policy for Exempt Employees:** The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet

certain tests regarding their job duties and be paid on a salary basis at not less than the dollar threshold established by the Department of Labor. \$455 per week. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department of Labor's regulations.

2. **Salary Basis Requirement:** Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked.

If the County were to make deductions from an employee's predetermined salary, i.e., because of the operating requirements of the County, that employee may be deemed not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Deductions from pay are permissible when an exempt employee:

1. When an employee does not perform any work during a workweek;
2. When an employee is absent from work for one or more full days for personal reasons other than sickness or disability; or for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
3. To offset amounts employees receive as jury or witness fees or for military pay;
4. For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions of major significance, including but not limited to theft or violations of the County's harassment, drug and alcohol, safe workplace and workplace violence policies (see County Policy workplace conduct) or such other work rule of major significance. This does not include merely performance issues such as absenteeism and tardiness;
5. An employer is not required to pay the full salary in the initial or terminal week of employment;
6. For penalties imposed in good faith for infractions of safety rules of major significance; or
7. For weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

In these circumstances, either partial day or full day deductions may be made.

3. **County Policy:** It is the County's policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all County supervisors, managers and directors from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the County does not allow deductions that violate the FLSA.
4. **What To Do If An Improper Deduction Occurs:** If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Human Resources Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.
5. **Overtime and Compensatory Time**
 1. **Overtime:** It is the County's intent to keep overtime to a minimum. Those full-time employees considered exempt from the overtime provisions of the Federal Fair Labor Standards Act, shall not be entitled to overtime compensation. Non-exempt employees who work in excess of forty (40) hours in a given week shall be paid at the rate of one and one-half (1½) times their normal hourly rate of pay for the overtime worked.

"Overtime" is defined as authorized work performed by full-time employees in excess of 40 hours in a regular workweek. Part-time employees are only eligible for overtime if they work in excess of forty (40) hours per week and, like eligible full-time employees, do not hold positions which are exempt from overtime under the Fair Labor Standards Act. From time to time, an employee may be requested to work longer than his or her scheduled shift. Overtime pay is based on actual hours worked. Time off on any leave, holiday, vacation or absence is not considered hours worked for purposes of performing overtime calculations. The employee's supervisor will give the employee as much advance notice as possible when extra work is required. The employee should not begin working before his or her normal starting time, work through his or her lunch period or other unpaid breaks, or continue working after his or her normal quitting time without first obtaining their supervisor's approval. Overtime shall not be worked without prior approval of the Department Head. Unauthorized overtime may result in discipline.
 2. **Compensatory Time:** Non-exempt employees may be granted time off with pay, at the discretion of the County, rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of forty (40) in a workweek are to be considered as compensatory time. Compensatory time shall be paid at one and one-half hours for each overtime hour worked.

All employees of the County which are exempt from overtime provisions will not receive overtime pay or compensatory time off for overtime worked.

Compensatory banks shall be paid off at the end of each calendar year.

The use of compensatory time is to be determined by department supervisor. An employee who has requested the use of such compensatory time, shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the County.

An employee who has accrued compensatory time shall, upon termination of employment, be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee receives such payment.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at the overtime rate shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

Hours paid for but not worked shall not be counted in determining overtime liability.

K. Pay Periods: County employees are normally paid every other Thursday. Each pay period covers the two (2) weeks ending on the Saturday prior to paychecks being issued.

L. Compensation:

1. **Regular Full-Time Employees:** Livingston County utilizes an eight (8) year salary progression plan which provides eligibility for merit step increases after six (6) years of continuous full-time service.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

2. **Regular Part-Time Employees:**

- i. Twenty (20) hours per week or less: Personnel budgeted and regularly scheduled to work twenty (20) hours per week or less will be paid at an hourly rate based on the rate of the classification assigned and shall receive no fringe benefits such as but not limited to sick leave, vacation, holiday pay and health insurance. Twenty (20) hour employees are eligible to progress up the salary schedule annually.
- ii. Twenty-one (21) to twenty-nine (29) hours per week: Personnel budgeted and regularly scheduled to work twenty-one (21) to twenty-nine (29) hours per week may be eligible to progress up the salary schedule annually.
- iii. Thirty (30) to thirty-nine (39) hours per week: Personnel budgeted and regularly scheduled to work thirty (30) to thirty-nine (39) hours per week may be eligible to progress up the salary scale annually.

The number of hours regularly scheduled to work shall mean the number of hours budgeted and approved by the Livingston County Board of Commissioners for the position.

3. **Irregular Part-time Employees:** Personnel budgeted as irregular part-time employees shall receive no fringe benefits such as but not limited to sick leave, vacation, holiday pay, retirement, and health insurance unless provision of such benefit is required by law, provision on such benefit is required under the terms and conditions of an applicable benefit plan, or unless there is a written agreement

with the employee(s) approved by the Board of Commissioners for the provision of one or more fringe benefits.. However, irregular part-time employees are eligible to progress up the salary scale annually.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

M. Direct Deposit: The County requires employees to use direct deposit or a payroll debit card in compliance with the Michigan Wage and Fringe Benefit Act. A form will be provided to each employee to select debit card or direct deposit (and for the employee to provide account information for the direct deposit). With the exception of employees who currently are paid by direct deposit, an employee's failure to return their selection form within 30 days with the requisite account information shall result in payment by debit card. In addition, the County shall provide the following disclosures concerning the payroll debit card:

- Terms and conditions of use, including a detailed list of fees associated with the card
- Means of accessing wages without cost
- Notice that use of card outside of an ATM network may result in additional fees
- Instruction on making balance inquiries at no cost
- The right to elect to be paid by direct deposit rather than a debit card
- Notice that the payroll debit card does not provide access to a checking or savings account

N. Charitable Giving Contributions through Payroll Deductions: On an annual basis, designated charitable organizations that the Board of Commissioners has approved may participate in a workplace fund-raising campaign. Employees of Livingston County may authorize deductions from their pay for donations to these designated organizations. Employees may authorize payroll deductions in one of two ways:

1. Payroll will deduct one lump sum payment.
2. Payroll will deduct a set amount each biweekly payroll payment. The date of the first deduction will be based on payroll schedules and deadlines.

Employees may authorize payroll deductions only during the annual campaign period, but they may stop payroll deductions anytime. For payroll deductions, an organization must obtain authorization from a minimum of twenty-five (25) employees. Any organization that does not have a participation of twenty-five (25) employees paid through the Payroll System will not be allowed to continue as a payroll deduction.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

O. Job Descriptions: The County attempts to maintain job descriptions for all authorized positions. The content of the job descriptions is within the sole discretion of

the County. Each employee shall receive a written job description at time of hire and at every change thereafter. Each employee will review, sign and date their job description. Copies of job descriptions will be kept in individual personnel files. Job descriptions may be revised or altered at the sole discretion of Livingston County or appropriate elected official in conjunction with the Human Resources Director as a means of operational efficiency and the changing nature of conducting business. Significant changes will be evaluated to determine if a reclassification is warranted.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

P. Pay Grade Assignments: Pay grade assignments are within the sole discretion of the Personnel Committee.

Step increases indicated on the Livingston County Salary progression plan are not automatic. Department Heads wishing to recommend employees for step increases, including merit increases, will submit a County Personnel Action Request (PAR) form to Human Resources. Department Heads/Elected Officials not wishing to recommend personnel for step increases will notify the affected employee prior to the employee's anniversary date.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

Q. Special Pay: When appropriate, Livingston County may authorize an employee to perform the essential functions of a higher paid classification in addition to their regular duties and responsibilities.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

R. Recovery of Overpayments: All employees should routinely examine each paycheck received in a timely manner to ensure that proper payment has been made. If an employee believes an improper overpayment has been made, he/she should immediately contact his/her supervisor, Department Head/elected official Human Resources or Payroll.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

S. Personnel Records: Personnel records are maintained in Human Resources for employees. These records include information on initial employment or re-employment, professional credentials, salary increases, promotions, demotions, disciplinary actions and other pertinent employment information. An employee may have access to review and have a copy made of his or her personnel file provided a representative of Human Resources, or his/her designee, is present during the review.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

T. Inclement Weather Closing Policy: If inclement weather or other emergency conditions affecting the County develop during the workday, departments will be notified by telephone and/or e-mail of any authorized changes to normal work hours. If such conditions develop during the night and warrant delayed opening or official closing, employees will be notified through their department via the annually revised Emergency Contact List. Announcements will be made as soon as possible following any decision to close County operations in any area. In the absence of official notification regarding delayed opening or office closure, employees are expected to report to work on time or contact their supervisor or other appropriate County personnel as directed by their Supervisor/Department Head/Elected Official. Notice of closing County Offices will be sent to WHMI 93.5 FM by the Board of Commissioner's Office. A notice will also be posted on the entrance doors for County buildings.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

U. Background Checks and Disclosing Certain Criminal Information: All employees shall fully disclose to their supervisor any criminal felony or work-related misdemeanor convictions. Any employees who work directly with minors or who will have access to the records of minors who are convicted of a felony or misdemeanor, including expressly any law relating to drugs or other controlled substances, or who are charged with a felony, or are placed on the Child Protective Services Central Registry as a perpetrator, shall notify their supervisor in writing immediately, and in all cases, no later than five (5) days after such conviction, charge, or placement on the Child Protective Services Central Registry. An employee must disclose to the Employer any conviction resulting from such pending charges as described in this Section. However, as required by Federal regulation, employees working with minors must disclose any arrests or charges related to child sexual abuse, child abuse, or child neglect and the disposition of such arrest or charges, and may also be required to certify that no case of child abuse or neglect has been substantiated against them. In every case, employees in positions that work directly with minors or who will have access to minors' records, shall undergo the background checks including drug testing, and, if they have not resided or lived in Michigan for each of the previous ten (10) years, they must also sign a waiver attesting to the fact that they have not been convicted of a felony or been identified as a perpetrator. The Employer may, at its cost, conduct a criminal history search periodically on all employees when required to ensure compliance with grants, licensing requirements, and performance standards.

V. Department Rules: Each Department Head may provide personnel rules including, but not limited to, dress and personal conduct codes for use in his/her department. If there is any conflict between the department's rules and this non-union Manual, the Livingston County Personnel Manual shall take precedence.

W. Veterans Preference: It is the policy of the County to give preference to eligible veterans in the filling of vacant positions, in accordance with the requirements of Michigan and federal law.

X. Call Back Pay: Non-exempt employees called back to work after working a full shift shall be paid at time and a half for approved hours.

SECTION II BENEFITS

A. Medical, Dental and Vision Insurance: The County currently provides Health and Dental Insurance for eligible regular employees and Elected Officials budgeted and working a minimum of thirty (30) hours per week. Eligible employees and Elected Officials are eligible for health insurance coverage the first of the month following their date of hire or may decline coverage by signing a waiver form if they have health insurance from another source. The terms of the insurance policies control the benefits provided thereunder and the employee's eligibility for benefits. Livingston County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. In the event there arises any conflict between this summary and the plan documents, the plan documents control.

Please see the related link for more information:

<https://www.livgov.com/hr/Pages/default.aspx>

B. Life Insurance: All eligible regular full-time employees are currently covered by a term life insurance policy effective from their hire date equal to their annual wage rounded up to the next one thousand dollars (\$1,000). For example: An employee with an annual wage of \$7,850 would be insured for \$8,000. The entire premium is currently paid for by the County. If eligible, the Life Insurance Policy will be issued approximately six (6) to eight (8) weeks following the date of employment. Persons retiring or terminating from Livingston County can keep their life insurance policy in force by converting it from a group to a personal policy and paying the premiums, if permitted by the carrier. Group Life Insurance may be continued in force by the County for a maximum of six (6) calendar months when an employee is on a medical leave of absence and for a maximum of thirty (30) calendar days when an employee is on a personal leave of absence. The terms of the insurance policies control the benefits provided thereunder and the employee's eligibility for benefits. Livingston County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. In the event any conflict between this summary and the plan documents, the plan documents control.

Please see the related link for more information:

<https://www.livgov.com/hr/Pages/default.aspx>

C. Workers' Compensation: Employees are covered by the Workers' Disability Compensation Laws of Michigan. Any employee involved in a work related accident or injury must (1) report that accident or injury to his/her immediate supervisor as soon as possible (ideally within 24 hours) after the injury and (2) fill out the proper reporting forms, i.e. Employee's Report of Injury. Failure to properly report an injury may disqualify an employee for benefits. It is the employee's responsibility to immediately notify their immediate supervisor, or in the absence of the immediate supervisor, the next available supervisor, of any injuries sustained while on the job. An employee who completes an accident report claiming their injury or illness is work related may be sent to the County's doctor or a prior approved medical facility or doctor.

MEDICAL TREATMENT: If continued medical treatment is required, the employee shall continue treatment with a designated medical treatment center for the first 28 days. After ten days from the inception of medical care, the employee may treat with the physician of his/her choice by giving the County the name of the physician and the intent to treat with the named physician. If, at any point, it is deemed the injury or illness is not work related or that medical treatment is not indicated, Livingston County will only be responsible for the medical costs arising out of or directly related to the determination of non-coverage. All other medical costs associated with the employee's claim will be the responsibility of the employee and/or the employee's insurance carrier.

WAGE LOSS BENEFITS: If the injured employee is off work as a result of the injury more than seven days and if the workers' compensation carrier approves the claim, statutory weekly wage loss payments will begin. If the claimant is off work more than 14 days, payment for lost time will go back to the first day of the injury causing wage loss absence. An employee receiving workers' compensation wage loss benefits will accrue vacation and sick leave credits on a pro rata basis to the extent the employee supplements their workers' compensation wage loss payments with accumulated sick and/or vacation leave time. Employees receiving workers' compensation wage loss benefits will not receive holiday pay. The workers' compensation carrier will provide a report to Human Resources and payroll whenever a new payment for an injured employee begins or ends. Payroll will process wage loss benefits on a biweekly basis.

BENEFIT CONTINUATION: In the event a regular employee is off work and is being compensated under the workers' compensation law for an on-the-job injury or illness, Livingston County will continue, for eligible employees for a maximum of one (1) year from the date of the injury, to pay the premiums on health, dental and life insurance, where applicable, less employee cost sharing contributions. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances, provided that the insurance carrier(s) permits the same. All other fringe benefits shall cease while on workers' compensation.

MEDICAL APPOINTMENTS: Livingston County will count time an employee with a work-related injury spends at a medical appointment during work hours as time worked. However, every effort must be made by the employee to schedule medical appointments outside of work hours. If an employee has a medical appointment outside of normal working hours, the time spent obtaining medical care is not compensable.

MILEAGE REIMBURSEMENT: Claimants may be entitled to mileage reimbursement when traveling to treating doctors and/or physical therapy. Mileage reimbursement forms

will be available from the insurance carrier and will be paid at the IRS rate for medical purposes.

RETURN TO WORK: Employees are expected to communicate with their supervisor and the Human Resources Department regarding the length of absence from the job their injury requires. Employees are encouraged to work with their treating physician to return to work as soon as possible. A release from the employee's treating physician will be necessary in order for an employee to return to work, along with clearance from the Human Resources Department.

FMLA COORDINATION: Please note that FMLA runs concurrently with workers' compensation time off the job. Employees remain responsible for any cost sharing contributions and buy-up benefit selections made under County Choices.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

D. Retirement Plans: Livingston County currently provides retirement plans for eligible regular full-time employees covered by this Personnel Manual. The plans are described in detail in the plan document which is available from Human Resources. The terms of the plan document control the benefits provided thereunder and the employee's eligibility for benefits. Livingston County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. An employee's benefits are governed by the plan documents. In the event any conflict between this summary and the plan documents, the plan documents control.

Please see the related link for more information:

<https://www.livgov.com/hr/Pages/default.aspx>

E. Retiree Health Insurance: Certain eligible Elected Officials and certain eligible non-union employees currently may qualify for retiree health insurance or the retiree health savings program as specified in the Livingston County Retiree Health Care Plan or the Livingston County Retiree Health Savings Program documents respectively. Copies of the plans are available by request from Human Resources. The terms of the plan documents control the benefits provided thereunder and the employee's eligibility for benefits. Livingston County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. An employee's benefits are governed by the plan description and plan documents. In the event any conflict between this summary and the plan documents, the plan documents control.

F. Our County Choices: Livingston County offers a flexible benefit program for eligible non-union employees. This program allows each employee to choose those benefits that best meets their individual needs. The program year for the plan is from January 1 through December 31 and is renewed on an annual basis. The terms of the plan document control the benefits provided thereunder and the employee's eligibility for benefits. Livingston County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. An employee's

benefits are governed by the plan description and plan documents. In the event any conflict between this summary and the plan documents, the plan documents control.

G. Flexible Spending Accounts: Livingston County currently allows eligible employees to participate in flexible spending accounts established under Section 125 of the Internal Revenue Code for eligible health care and dependent care expenses. Each year, eligible employees who wish to participate in the flexible spending accounts (FSAs) need to elect to participate in the plan and determine what dollar amount they wish to defer via payroll deductions. This annual election amount will then be deducted from their gross paycheck each pay period, before taxes are taken out, and placed into a flexible spending account. The minimum and maximum contributions to the FSAs are set by the Board within federal regulations each year.

The terms of the plan document control the benefits provided thereunder and the employee's eligibility for benefits. Livingston County reserves and retains the unilateral right to amend or terminate any benefit, benefit level, employer contribution or benefit plan. An employee's benefits are governed by the plan description and plan documents. In the event any conflict between this summary and the plan documents, the plan documents control.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

H. Tuition Reimbursement: An eligible regular full-time employee covered by this non-union manual may be eligible for financial assistance for tuition cost for accredited college or university courses taken in a technical, undergraduate, or graduate program after one complete year of full-time County employment. Please refer to the Tuition Reimbursement policy for further details.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

I. Short Term Disability: Eligible employees will receive a benefit of 66 2/3% of pre-disability earnings after five (5) business days (seven (7) calendar days) of disability for up to ninety (90) days.

Please see the related link for more information:

<https://www.livgov.com/hr/Pages/default.aspx>

J. Long Term Disability: Eligible employees will receive a benefit of 60% of pre-disability earnings after ninety (90) days of disability to age 65 or to the social security normal retirement age.

Please see the related link for more information:

<https://www.livgov.com/hr/Pages/default.aspx>

**SECTION III
ALLOWABLE PAID DAYS**

A. Holidays: Livingston County observes the holidays listed below. All offices will close except those required by law to remain open. Eligible employees shall only receive holiday pay if they work the day before and the day after the holiday, unless excused by their Department Head.

NEW YEAR'S DAY	VETERANS' DAY
MARTIN LUTHER KING JR. DAY	THANKSGIVING DAY
PRESIDENTS' DAY	FRIDAY AFTER THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS EVE DAY
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	NEW YEAR'S EVE DAY
COLUMBUS DAY	

When New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veterans' Day or Christmas Day fall on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve fall on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve fall on Saturday or Sunday, the preceding Friday shall be a holiday.

An employee who is scheduled to work on a holiday recognized under this manual, or who otherwise agrees to work on such a holiday, but fails to report for work unless otherwise excused for a reason satisfactory to the Employer, shall not be entitled to holiday pay. Non-exempt employees scheduled to work on a holiday shall be paid at time and a half for approved hours.

Part-time employees approved to work 21 or more hours shall receive a prorated amount for holiday pay based on the number of hours budgeted/approved to work as follows:

SCHEDULED 21 - 39 HOURS PER WEEK	HOLIDAY PAY
Scheduled 30-39 Hours per week	5 Hours
Scheduled 21-29 Hours per week	4 Hours

B. Vacation Days: Eligible non-union employees who regularly work 21 hours or more and are classified/budgeted as such will receive paid vacation time. Eligible employees shall accrue, on a biweekly pay period basis, paid vacation days in accordance with the following schedule:

SCHEDULED 40 HOURS PER WEEK	YEARLY	PER PAY PERIOD
1 through 4 years of service	12 Days	3.70 Hours
5 through 9 years of service	17 Days	5.24 Hours
10 or more years of service	22 Days	6.78 Hours

SCHEDULED 30-39 HOURS PER WEEK	YEARLY	PER PAY PERIOD
1 through 4 years of service	9 Days	2.77 Hours
5 through 9 years of service	11.5 Days	3.54 Hours
10 or more years of service	16.5 Days	5.08 Hours

SCHEDULED 21-29 HOURS PER WEEK	YEARLY	PER PAY PERIOD
1 through 4 years of service	5 Days	1.54 Hours
5 through 9 years of service	7.5 Days	2.31 Hours
10 or more years of service	10 Days	3.08 Hours

Vacation days must be scheduled in advance with the Department Head. Department Heads retain the right to approve and disapprove, in whole or in part, vacation requests and may reschedule vacation dependent upon the department's operational needs.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

C. Sick Days: Livingston County provides paid sick days for eligible non-union employees. Employees may use sick time when they are not able to come to work because of an employee's illness, an accident, the illness of a family member, or to attend medical appointments. Employees will have six days of sick leave deposited into his or her sick bank at the beginning of each year. Sick days are prorated for part-time employees, and for employees hired after January 1st of each year.

Non-union staff members who are working 21 or more hours per week are eligible to receive sick time in accordance with the following schedule:

SCHEDULED 40 HOURS PER WEEK	6 days, deposited in sick bank January 1 st each year
SCHEDULED 30-39 HOURS PER WEEK	4.5 days, deposited in sick bank January 1 st each year
SCHEDULED 21-29 HOURS PER WEEK	3 days, deposited in sick bank January 1 st each year

1. When an employee MUST miss work for doctor/dentist appointments, the employee must give the Department Head one day advanced notice.

2. An employee who finds it necessary to use sick time for an accident or illness must notify his/her supervisor no later than two hours after the start of the work day, if possible.
3. Upon retirement (see Retirement Section) or death, 50% of accumulated sick leave up to a maximum of 72 days will be paid to the employee or his/her estate, based upon the employee's current salary if the employee has attained 10 years of service.
4. Sick days will not be granted for absences due to weather conditions, transportation problems or other reasons except those specified herein.
5. Employees returning to work from an illness or leave of absence of more than five days may be required to submit a statement from his/her physician to certify his/her ability to return to work or to verify the illness. This note must be received no later than the employee's first day back to work.
6. Employees taking sick leave on their last scheduled day of work before a holiday or vacation may be required to submit a statement from their physician to verify the illness. It shall be the employee's responsibility to check with his/her Department Head when calling in to determine if the statement is necessary.
7. Before December 31 of each year, unused sick days will be paid to the employee at a rate of 50% of the December 31 compensation value; OR, at the employee's option, the employee may roll over 100% of their remaining sick time, as of December 31, into the reserve sick day bank provided the bank does not exceed 72 days. Any amount exceeding 72 days will be forfeited. Generally this payment for sick leave or roll over will occur in early December.
8. An employee who is not eligible for retirement under Sick Days in #3 above and who has ten or more years of service with the County and leaves County employment will be paid for 50% of all accrued sick days to a maximum of \$400.
9. After a Fair Labor Standards Act (FLSA) exempt employee has exhausted their accumulated sick time, absences due to illness of less than one day shall be deducted from any exempt employee's pay as a full day.

D. Reserve Sick Banks: Eligible non-union employees with sick reserve banks may utilize this time as they would earned sick leave.

SECTION IV LEAVE OF ABSENCE

A. Personal Leave: A regular employee that has completed six (6) months of employment may request an unpaid personal leave of absence for a period not to exceed one hundred eighty (180) days. An eligible regular employee who has been granted a leave may not request a subsequent leave during the same calendar year and/or until 365 days after expiration of the previously granted personal leave. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the employee's Department Head. A

personal leave of absence may be granted to attend an educational institute, or for other reasons deemed appropriate by the employee's Department Head other than for FMLA purposes. All personal leaves of absence shall be without pay and benefits. Employees may continue insurance coverages at their own expense during a personal leave of absence. An employee will not accumulate sick leave or vacation time, nor will be paid for holidays which may fall during the leave period. An individual who does not return from leave, or whose leave exceeds 180 days will be subject to discharge.

B. Military Training Leave: Military Reserve or National Guard Leave of Absence: Upon presentation of official orders requiring training, a regular full-time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full-time employee of compensation records identifying the date of and payment made for the training program, the County shall pay the difference between the compensation received for the training and the compensation that would have been received had the regular full-time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee).

C. Family and Medical Leave Act (FMLA) Leave: An eligible employee who has completed twelve (12) months of employment and has worked at least 1250 hours in the past twelve (12) months and who works at a location that has at least 50 employees of County employer within a 75 mile radius may request an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period measured forward from the date the employee's FMLA leave first begins. The request should be in writing, must give the reason for the request and must give the expected duration of the leave. The leave may be taken for the following reasons:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;
2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
3. Because of the birth of a child of the employee, and in order to care for the child within twelve (12) months of the child's birth;
4. Because of the placement of a child with the employee for adoption or foster care, and in order to care for the child within twelve (12) months of the child's placement.

Unless leave is taken for the employee's own serious health condition or that of his or her child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to twelve (12) weeks.

INTERMITTENT LEAVE: Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule. If medically necessary, leave for the employee's serious health condition or to care for a seriously ill spouse, child, or parent, may be taken intermittently or on a reduced leave

schedule.

SUBSTITUTION OF PAID LEAVE: An employee is required to use all accrued paid sick days and vacation days for leave taken for the employee's serious health condition or to care for a seriously ill spouse, child, or parent. An employee is required to use all accrued paid vacation days for leave taken for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement. An employee may not use accrued paid sick days for leave taken for the birth or placement of a child or to care for the child unless the employee or the child has a serious health condition.

SCHEDULING AND NOTICE BY EMPLOYEES: When leave is taken for the birth or placement of the employee's child or to care for the child within twelve (12) months of the child's birth or placement, and the leave is foreseeable based on the expected birth or placement, the employee must provide not less than thirty (30) days notice before the date the leave is to begin. However, if the date of the birth or placement requires the leave to begin in less than thirty (30) days, the employee must provide such notice as is practicable.

When leave is taken for the employee's serious health condition, or to care for a seriously ill spouse, child or parent, and the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations, and must provide not less than thirty (30) days notice before the date the leave is to begin. If the date of treatment requires leave to begin in less than thirty (30) days, however, the employee must provide such notice as is practicable.

MEDICAL CERTIFICATION: When leave is taken for the employee's serious health condition, or to care for a seriously ill spouse, child or parent, the Employer may require certification issued by the health care provider of the employee or of the spouse, child, or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time.

For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:

1. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.
2. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.
3. When leave is taken to care for a seriously ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.

SECOND/THIRD OPINIONS AND RE-CERTIFICATION: The Employer may require, at its own expense if not covered by insurance, a second medical opinion from a health care

provider designated by the Employer, but not employed on a regular basis by the Employer. In the event of a dispute concerning the second certification, the Employer may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and Employer must agree on the selection of the third health care provider whose opinion is binding on both parties. The Employer may require that the employee obtain subsequent re-certification on a reasonable basis.

BENEFITS DURING LEAVE: The Employer will continue to pay the Employer's portion of an employee's health insurance premiums for an eligible employee during the period the employee is on leave for any of the reasons under FMLA Subsections 1-4 above. The employee shall be responsible to pay his/her portion, if applicable, of health insurance premiums during the period the employee is on leave for any of the reasons under FMLA Subsections 1-4 above. If an employee's health insurance premium payment is more than 30 days late, the Employer upon 15 days notice to the employee may cease to continue the employee's health insurance coverage if the employee does not pay his/her portion of health insurance premium prior to the specific time. The Employer may recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the Employer maintains health coverage by paying the employee's share after the premium payment is missed. In all other circumstances, the Employer will not continue to pay health insurance premiums for an employee on an unpaid leave of absence. The employee may continue insurance coverage at his/her own expense during any unpaid leave of absence. The employee will not accumulate paid sick or annual leave nor be paid for the holidays which may fall during the period of unpaid leave. If the employee fails to return after the leave has expired due to circumstances within the employee's control, the Employer may recover from the employee any premiums which the Employer paid to maintain medical coverage during the leave.

RETURN RIGHTS: Upon return from a leave taken for a reason listed under FMLA Subsections 1-4 above, the employee will be returned to his/her former position or to a position equivalent in pay, benefits, and other terms and conditions of employment. In all other circumstances, the employee is not guaranteed that he/she will be restored to his/her former position or to an equivalent position. The decision will be at the discretion of the Employer.

SERVICEMEMBER FMLA: The FMLA now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Servicemember FMLA"). This policy supplements the County FMLA policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Servicemember FMLA Leave are governed by our existing FMLA policy.

Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

1. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
2. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

Duration of Servicemember FMLA: When Leave Is Due To a “Qualifying Exigency”: An eligible employee may take up to 12 workweeks of leave during any 12-month period.

When Leave Is To Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

D. Jury Duty: The Employer shall pay an employee called for jury duty his/her regular straight time rate which he/she would earn if working, less an amount equal to the payment received for jury service. The employee must return to work and work any hours out of his/her scheduled work day that he/she is not actually on jury duty. In order to receive payment, an employee MUST give the Employer at least two (2) days prior notice that he/she has been summoned for jury duty, shall furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims such payment, and must furnish a copy of the payment(s) received for jury duty. The maximum payment obligation under this section is twenty (20) days per calendar year.

E. Bereavement Leave: Three days ~~following a death to attend a funeral~~ bereavement funeral leave may be used following a death to attend a funeral in the employee’s immediate family (spouse, child or step-child, father or step-father, mother or step-mother, sister or step-sister, brother or step-brother, father-in-law, mother-in-law, grandparents, grandchildren, foster children or other legal dependents living with the employee). Part-time employees shall receive a prorated amount of ~~following a death to attend a funeral~~ bereavement funeral leave following a death to attend a funeral in the employee’s immediate family based on the number of hours approved to work.

When a death occurs to a member of the employee’s immediate family who resides in another state, an additional two days ~~following a death to attend a funeral~~ bereavement funeral leave may be granted by the Department Head. The additional two days are chargeable to sick days. Employees who have not been employed for six months upon approval of their Department Head may take unpaid ~~following a death to attend a funeral~~ bereavement funeral leave.

F. Voluntary Furlough: Voluntary furlough may be used for temporary periods of non-work status. An employee must submit a request for voluntary furlough hours in writing to the Department Head. It is fully within the discretion of the Department Head whether to grant or deny the request, which must be made in conformance with funding requirements, be it federal or state funding. Please review the Voluntary Furlough policy for more details.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

SECTION V
COUNTY POLICIES

A. Telephone Calls: Use of County telephones is not permitted for personal calls except in emergencies. Department Heads may require employees to log all telephone calls.

B. Change of Name, Address, Telephone Number, Divorce, Marriage, etc.: If an employee changes their name, phone number, address, marries, divorces, or has children, the employee's supervisor and the Human Resources Department must be notified as soon as possible (and within 30 days) so that records and insurances may be adjusted. It is the employee's responsibility to keep the Human Resources Department up to date regarding these matters.

C. Resignation: Should an employee decide to leave employment, a minimum of two (2) weeks' notice in writing must be given to their Department Head if an employee is to receive accrued vacation. A copy of the written notice will be forwarded to Human Resources. Failure to provide two (2) weeks notice will result in loss of accrued vacation time. Exempt employees, should they decide to leave employment, must notify their Department Head in writing thirty (30) days in advance in order to be eligible for their accrued vacation.

D. Anti-nepotism and Anti-fraternization: It is the policy of the County to prohibit the hiring of relatives in situations where a relative would be under the direct or general supervision of an elected official, Department Head, supervisor or team leader, or to employ relatives where the status of employment of that person might be influenced by an elected official, Department Head, supervisor or team leader.

By adhering to the above policy which prohibits relatives from working in positions where they might have influence over each other's status, or the hiring of those relatives, a potentially discriminatory situation is avoided altogether. Livingston County realizes that there may be existing relationships among employees which are contrary to this policy. It is the purpose of this policy statement to avoid creating any new situations where relatives are employed in spheres of influence relationships, and not to affect the employment of any relationships that currently exist.

RELATIVE: Parent, foster parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, cousin, in-law or step relative, or any person with whom the employee has a close personal relationship.

PERSONAL RELATIONSHIP: Relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

SPHERES OF INFLUENCE: Scope in which an employee exerts direct or indirect control over another.

ECONOMIC RELATIONSHIP: Fiduciary relationship in which one employee benefits by receiving financial remuneration such as landlord/tenant relationships or business partnerships.

FRATERNIZATION: Relationship of an intimate or romantic nature between a supervisor and his/her subordinates or conduct that creates the appearance of impression that such a relationship exists.

If a supervisory-subordinate relationship occurs as a result of a marriage between

two employees working in the same program area, then the County will attempt to transfer one of the individuals but it is not required to do so. If a transfer does not occur, one of the employees will be required to resign within sixty (60) days of the marriage.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

E. Tobacco-Free and Smoke-Free Workplace: NO tobacco or smoking or use of e-cigarettes and other electronic nicotine delivery systems be allowed anywhere in any County building or County vehicle. The County is a tobacco-free and smoke-free work place for the health, safety and well-being of all of its employees and visitors. Smoking will be prohibited within a reasonable distance of any entrances, windows and ventilation systems to any enclosed areas; such reasonable distance shall be a distance sufficient to ensure that persons entering or leaving the building or facility shall not be subjected to breathing tobacco smoke and to ensure that tobacco smoke does not enter the building or facility through entrances, windows, ventilation systems or any other means. There are designated smoking areas located outside the building.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

F. Substance Abuse Policy: It is the intent of Livingston County to provide a drug-free, safe and secure work environment for employees. To ensure a safe and efficient work place, Livingston County will strictly enforce the following rules:

1. No employee shall possess, distribute, use or be impaired by alcohol or illegal prohibited drugs on Livingston County property, while on Livingston County business, or during working hours, including rest and meal periods. "Illegal prohibited drugs" are those substances that are illegal to sell or possess.
2. Where management has reason to believe that an employee may be under the influence of drugs or alcohol, Livingston County, at its discretion, may require the employee to submit to breath, urine or blood testing, at Livingston County's expense, to determine the presence of drugs or alcohol. Refusal to submit to such testing may result in immediate dismissal.
3. Employees subject to the Drug-Free Work Place Act who are convicted of any criminal drug violation occurring in the workplace must report such conviction to their supervisor within five (5) days of the conviction.

Livingston County sincerely desires to help employees who have alcohol or drug-related problems. It is the employee's responsibility to seek assistance. Requests for such a leave of assistance will be considered confidential. However, seeking assistance after disciplinary action has begun or is imminent will not preclude disciplinary action.

Employees with drug or alcohol problems which have not resulted in, or are not the immediate subject of, disciplinary action may request approval to take unpaid leave to participate in an approved rehabilitation or treatment program. Requests for such a

leave of absence will be considered confidential. The cost of participating in the program may be covered by the health insurance provided by the County, as outlined in your summary plan description (SPD). The County will require the employee to demonstrate satisfactory completion of the program before he or she returns to work.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

G. Outside Employment: While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with or impair your responsibilities to the County.

Any employee desiring to participate in outside or supplemental employment must obtain permission of his/her Department Head in writing prior to engaging in outside or supplemental employment. In the case of outside or supplemental employment by a Department Head, the Department Head must receive written permission to engage in outside or supplemental employment in advance from the appropriate committee of the Livingston County Board of Commissioners. All employees engaged in outside or supplemental employment shall:

1. Not use County facilities as a source of referral for private customers or clients,
2. Not be engaged in during the employee's regularly scheduled working hours,
3. Not use the name of the County or any County agency as a reference or credential in advertising or soliciting customers or clients,
4. Not use County supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice,
5. Maintain a clear separation of outside or supplemental employment from activities performed for the County, and
6. Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of employee's duties.

The County shall not be liable, either directly or indirectly for any activities performed during outside or supplemental employment.

H. Work Rules: All County employees are expected to adhere to the following rules of conduct as well as the rules and policies previously mentioned. The list is not intended to be an all-inclusive list of rules of conduct expected of employees. Further, the list may be added to, modified or supplemented by the County Board of Commissioners or the employee's Department Head. The purpose of the work rules is to set forth some guidelines for conduct violation of which will result in disciplinary action, including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge. Further, all employees serve on an at will basis and may be terminated with or without cause.

TARDINESS: Employees who are late may be docked for time lost, otherwise disciplined

and/or dismissed at the discretion of the Department Head.

ABSENTEEISM: Employees are required to notify their immediate supervisor prior to any absence as soon as possible.

DRESS AND GROOMING: Employees are expected to maintain a neat and well groomed appearance in accordance with their position and working conditions. A Department Head may implement a code for his/her department. If you believe a certain manner of dress, personal appearance or hygiene is necessary because of religious beliefs, medical condition or an otherwise legally protected reason, you must notify your Department Head of this reason, in writing, before you report to work. Livingston County may require you to provide appropriate proof of this belief, condition or otherwise protected reason.

PUBLIC DECORUM: All employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.

ACCEPTANCE OF GIFTS: Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a County employee.

PERSONAL MAIL: Personal mail should not be addressed to the County address. Employees shall not use County postage or other property for personal business.

VISITORS: Friends, relatives and children of employees are not allowed in the working areas without the approval of the Department Head.

THEFT: The theft, attempted theft, or neglect of property of the County, its visitors or employees is prohibited.

Unauthorized use of County property, equipment, or facilities (including telephones and duplicating equipment) is prohibited.

Falsification or unauthorized altering of employment application information or pre-employment documents, records (payroll or program records), or County records is prohibited.

Refusal to obey or willful failure to carry out the instructions of supervisory personnel, including the assigned duties of the job is prohibited.

The following are also prohibited:

1. Failing to report to work when scheduled
2. Improper use of sick leave or other leaves of absence
3. Falsification of information to secure sick leave or other leaves of absence or fringe benefits or reimbursement
4. Abuse of break or lunch periods
5. Violation of departmental rules on confidentiality
6. Inefficiency or incompetency or neglect of duty
7. Reporting to work or working in an intoxicated condition. Consumption or possession of alcohol or illegal drugs or substance (such as marijuana) on County premises or property while on or off duty
8. Use of obscene language in public office areas
9. Threatening other persons or instigating a fight

10. Unauthorized possession of firearms, dangerous weapons or personal protection devices
11. Verbally abusing or physically attacking customers, clients, visitors or County personnel
12. Conduct disruptive to the work of other employees
13. Carelessness or negligence which results in an injury to another employee, client or visitor
14. Illegal activity on County premises (misdemeanor or felony) during work or non-work hours
15. Violation of rules concerning outside supplemental employment
16. Instigating, aiding, or participating in any illegal strike or work stoppage
17. Dishonesty, disrespect or verbal abuse or insubordination to any supervisor or Department Head

PERSONAL EQUIPMENT AND VALUABLES: It is impossible to secure insurance coverage for personal equipment and valuables brought on County premises. You are discouraged from having personal items at your office and the County cannot be responsible for any loss or damage to such items.

COUNTY PROPERTY - Employees shall conform to all rules for use and treatment of County facilities and property, and shall not use any County property, equipment, facilities or staff for personal matters or gain.

I. Political Activity: Every employee has the right to freely express his or her views as a citizen and to cast a vote as he or she may wish. Coercion for political purposes is strictly prohibited. Employees of federally aided programs are, however, prohibited from participation in partisan political activity under the Federal Hatch Political Activities Act.

No employee shall engage in any partisan political activity or campaigning for a non-partisan elective office during scheduled working hours or while on duty or while off duty wearing a uniform or other identifying insignia of County office or employment. Solicitation of signatures or contributions or nominating petitions is prohibited during working hours. County employees shall not engage in political activity on County time. Employees must use unpaid time off, vacation time or compensatory time when participating in all political/charitable fundraisers, i.e. golf outings, luncheons. No employee shall be required to engage in a campaign for election of any candidate.

J. Reporting Illegal and Unethical Activity: Any employee who, during the course of employment, believes that he or she has been requested or required to engage in an illegal or unethical act, or to engage in otherwise improper activity which would constitute a violation of this Code of Conduct, must report that fact immediately, in writing, to their Department Head who will promptly undertake to investigate the allegations and take remedial action, if necessary. If the Department Head is the individual about who is the subject of the complaint, the employee shall notify the County Administrator. If such a report is made in good faith, Livingston County will protect the reporting employee from any retaliation or other detrimental impact upon his or her employment.

K. Information and Technology Policy: This policy sets forth Livingston County's policies with regards to information technology ("IT") resources (e.g., e-mail, electronic voice and video communication, facsimile, the Internet and future technologies), including County access to, review or disclosure of electronic files, electronic mail and electronic voice and video communications through or stored on any part of the IT resources systems. The Chief Judge or Prosecutor reserves the exclusive right to access, review or disclose electronic files for his/her respective employees and IT resources. This policy also sets forth the policies on the proper use of the IT resources systems. These policies do not constitute a contract. The County reserves the right to change them at any time.

1. GENERAL POLICY: The IT resources are intended to assist in the efficient and effective day to day operations of County departments and agencies, including collaboration and exchange of information within and between County departments/agencies, other branches of government and outside contacts. These resources also provide public access to certain public information.

The IT resources system is to be used for County-related purposes only. The County treats all information stored through or stored in these systems including, but not limited to, voice communication and e-mail messages, as County information.

The County has the capability to access, review, copy, modify and delete any information transmitted or stored in the system, including voice and e-mail messages. The County, Prosecutor or Chief Judge reserves the right to access, review, copy, modify or delete all such information for any purpose and to disclose it to any party if legally compelled to do so, or if the County otherwise deems it appropriate.

Those voice or other IT resources files containing personal information of an employee as a result of an employee's making incidental use of the IT resources system for personal purposes, including the transmission of personal voice and e-mail messages, will be treated no differently than other files, i.e., the County reserves the right to access, review, copy, modify, delete or disclose them for any purpose required by law, or which the County deems appropriate in its discretion. Accordingly, employees should not use the IT resources system to send, receive or store any information that they wish to keep private. Employees should treat the IT resources system like a shared file system -- the files or messages sent, received or stored anywhere in the respective systems will be available for review by authorized representatives of the County and, may be disclosed to third parties.

2. PROHIBITED USES OF IT RESOURCES: The following uses of the IT resources system are strictly prohibited, and violation of these policies may result in discipline, up to and including immediate discharge and, where appropriate, civil and/or criminal liability. The list of prohibited uses of IT resources is for illustration purposes only and is not intended to be all-inclusive. Individuals may be disciplined, or subject to civil or criminal liability for matters not listed below:
 - (a) Distribution of offensive or harassing statements, transmission of defamatory, obscene, offensive or harassing messages or messages that disclose personal information without authorization.

- (b) Distribution of incendiary statements which may incite violence or describe or promote the use of weapons or devices associated with terrorist activities.
- (c) Distribution or solicitation of sexually oriented messages or images.
- (d) Any use of County-provided IT resources for illegal purposes or in support of such activities.
- (e) Any use of IT resources for commercial purposes, product advertisement or “for-profit” personal activity.
- (f) Any sexually explicit use, whether visual or textual.
- (g) Duplicating, transmitting or using software which is not in compliance with software licensing agreements and/or unauthorized use of copyrighted materials or other person’s original writings.
- (h) Wasting IT resources, for example:
 - i. Placing a program in an endless loop;
 - ii. Printing unnecessary amounts of paper;
 - iii. Disrupting the use or performance of County-authorized IT resources or any other computer system or network;
 - iv. Storing any information or software on County-provided IT resources which are not authorized by the Information Services Department.
- (i) Security violations including, but not limited to:
 - i. Accessing accounts within or outside the County’s computers and communication facilities for which you are not authorized or do not have a business need;
 - ii. Copying, disclosing, transferring, examining, renaming, or changing information or programs belonging to another user unless you are given express permission to do so by the person responsible for the information program;
 - iii. Knowingly or inadvertently spreading computer viruses;
 - iv. Distributing “junk mail” such as chain letters, advertisements or unauthorized solicitations;
 - v. Transmitting confidential information without proper security and authority.
- (j) NO GAMES ARE PERMITTED TO BE LOADED UPON, OR UTILIZED ON COUNTY COMPUTERS.

To view the IT Policy, control & click to the following link: [IT Policy](#)

L. Credit Card Use Policy: The overall goal of the County’s Credit Card Use Policy is to ensure fiscal control and accountability for credit cards issued in the name of Livingston County. Because these credit cards are issued in the name of Livingston County, they create an unusual exposure to liability for the County. This policy has been developed to ensure that users of these credit cards understand their responsibilities and proper use of the credit cards. Credit card privileges may be rescinded at any time at the

discretion of the Department Director and/or County Administrator (or designee) if policies and/or procedures are not followed. The County Administrator (or designee) will audit credit card usage and the cardholders will be personally liable for any unauthorized use that occurs on their credit card.

1. **PURPOSE OF CARDS:** Credit cards will be issued to permanent County employees with pre-approval by their respective Department Director. No person other than the person to whom the credit card is issued is authorized to use the assigned credit card. The Department Director (or Designee) will provide training to the employee prior to the issuance of the credit card to ensure that all policies and procedures are understood. An employee will not be issued a credit card unless training has taken place.
2. **PURCHASE PROCESS:** The cardholder will present the credit card at the time of purchase. As a governmental agency, Livingston County is exempt from sales tax and the cardholder must take appropriate measures to ensure that the County is not charged tax on purchases. The tax exemption number will be located on the face of the card and should be noted prior to completing the sale to ensure that no taxes are charged.

The cardholder must sign the receipt and keep a copy of the charge receipt and transaction receipt when they leave with their purchase. Transaction details for all charges made during a month should be entered onto the Monthly Transaction Log. All related charge receipts for that month should be kept and filed together with the Monthly Transaction Log.

The cardholder may also place an order over the telephone or internet. When a telephone or internet order is placed, the cardholder should print a copy of both the order confirmation and the invoice receipt showing prices and shipping charges. The internet transaction should be entered on the Monthly Transaction Log. When the goods are received, the cardholder should check the goods against the Monthly Transaction Log entries and enter the date of delivery. The cardholder must keep all shipping documents together with the corresponding charge receipts and file them with the cardholder's Monthly Transaction Log. All goods must be shipped to an official Livingston County business address.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

M. Conferences and Training: The County recognizes the value in maintaining employees who are well trained in the particular knowledge, skills, and abilities needed to use the equipment, techniques and procedures utilized in accomplishing their assigned tasks. Reimbursement may be made for actual expenditures for overnight accommodations and other expenses subject to certain limitations.

Please see the Conferences and Training policy for more details.

<https://www.livgov.com/administration/Pages/policies.aspx>

N. ID Policy: All County employees, contracted employees and State employees

working in County facilities will be required to wear their photo identification badges while at work, with the exception of County Emergency Services employees and deputized uniformed Officers. Department Directors may establish departmental rules allowing employees an exemption from wearing their badges while in their department.

OVERVIEW: The ability to quickly identify those persons who are authorized to use the County's computer systems is an important component of our computer security procedures. As such, the issuance and required wearing of identification badges is needed to promote a more secure physical environment for the safeguarding of Livingston County computer systems and data.

PURPOSE: The purpose of this policy is to provide a means to further safeguard the County's computer systems and data, to provide procedures to see that only authorized persons have access to the County's computer system/data and to establish a standard for creation and usage of Identification badges for use in Livingston County.

SCOPE: The scope of this policy includes all of Livingston County personnel, contracted employees and State employees while working in a county office and/or facilities as well as designees of the IT Department who are authorized to work on computer equipment.

ENFORCEMENT: Elected Officials/Department Heads will be responsible for enforcement of this policy.

The photo identification badges (ID Cards) will be issued by the Human Resources Department. All new employees must report to Human Resources to have their photo ID badges created prior to being given access to a County computer.

Any request to replace an employee's ID badge must be made through the employee's supervisor or Department Head to the Human Resources Department.

The photo ID badges are the property of Livingston County. Any unauthorized use or abuse of the County's ID badges is prohibited.

IT personnel will be separately identified by a yellow lanyard attached to their ID badges. IT vendors will wear a visitor's badge with a yellow lanyard.

The photo ID badges will also serve as identification to the public of County field and office personnel.

EMPLOYEE COMPLAINT PROCEDURE

SCOPE AND PURPOSE: To allow for the appeal of an interpretation or application of personnel policies, disciplinary action, or discharge matter. This complaint procedure shall be applicable to regular County employees covered under this Manual excluding, however, employees employed by elected County officials (Sheriff, Treasurer, Clerk, Register of Deeds, Drain Commissioner, Prosecutor) for disciplinary or discharge matters.

Grievances of employees working for Elected Officials for disciplinary or discharge matters who are not covered by a collective bargaining contract may be considered under this procedure if such Elected Official, at their option, permit the same, and requests processing of the appeal in writing to Human Resources. This complaint procedure is also not applicable to any County Elected Officials or County employees who receive direct appointment by the County Board of Commissioners such as appointed Department Heads.

However, nothing contained in this Complaint Procedure shall alter the fact that regular County employees covered under this Manual are and shall continue to be at-will employees.

APPEAL PROCEDURE: Should any regular employee of Livingston County to which this procedure is applicable, have a complaint about an interpretation or application of personnel policies, disciplinary action or discharge matter, the following steps will be taken:

STEP 1	All complaints shall be submitted within five (5) working days of its occurrence or when the employee should reasonably have obtained knowledge of its occurrence. If not so submitted, the complaint shall be considered automatically closed.
	The employee shall reduce the complaint to writing and present it to his/her Department Head as outlined above. The complaint shall be signed by the employee. The Department Head shall, within ten (10) working days after receipt of the written complaint, give his/her decision in writing.
	Unresolved complaints shall proceed to Step 2, provided they have been appealed within five (5) working days from the date the Department Head's answer was received or due.
STEP 2	In the event the complaint is not settled at Step 1, the employee may request the matter be reviewed by the Personnel Committee. Such a request must be in writing and submitted to Human Resources within five (5) working days from the receipt of the Department Head's answer or when it was due.

PERSONNEL COMMITTEE: The Personnel Committee shall be charged with hearing such complaints properly appealed to Step 2:

- Upon receipt of the written request to appeal the complaint to Step 2, Human Resources will verify that the complaint has been filed within the prescribed time limits and has completed review at the department level in Step 1.
- Those complaints properly appealed to Step 2 will then be scheduled whenever possible for hearing within thirty (30) calendar days from the date the appeal is filed in Human Resources.
- Minutes will be taken of the hearing which will include the names of those persons participating, copies of any exhibits presented and the final action taken by the Personnel Committee on the complaint. Under certain circumstances, however, the Personnel Committee may require transcripts be taken of the

hearing by a certified court stenographer/recorder and placed on file with Human Resources.

- The employee may present witnesses and evidence and be represented by an attorney or other person of his/her choosing.
- The Department Head may also present witnesses and evidence and be represented by civil counsel.
- The Personnel Committee shall not be bound by technical rules of evidence, nor shall informality in any of the proceedings or in the matter of taking testimony invalidate any decision approved by the Committee.
- The decision of the Personnel Committee shall be binding and final on all parties.

- Any complaint not appealed from Step 1 and Step 2 within the prescribed time limit shall be considered dropped and not subject to further appeal.

Resolution # _____	Approved:
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RESOLUTION

NO:

2017-09-157

LIVINGSTON COUNTY

DATE:

September 5, 2017

RESOLUTION TO CERTIFY OFFICER AND EMPLOYEE DELEGATES TO THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM ANNUAL CONFERENCE

WHEREAS, the 2017 MERS Annual Meeting will be held on September 21-22 at the Detroit Marriott at the Renaissance Center; and

WHEREAS, in accordance with the MERS Plan Document, delegates for the MERS Annual Meeting may be appointed by official action of the Board of Commissioners; and

WHEREAS, nominations were sought for Employee Delegates to attend the meeting; and

WHEREAS, costs of employees' attendance at the MERS annual meeting will be paid through the Benefit Fund.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners appoints Cindy Catanach, Deputy County Administrator/Finance Officer, as Officer Delegate and Barbara Ritchie, Senior Payroll Clerk, as Alternate Officer Delegate, Roberta Bennett, Purchasing Agent, County Administration, as the Employee Delegate, and Theresa St. John, Judicial Secretary, Circuit Court, as the Alternate Employee Delegate for the 2017 MERS Annual Meeting.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes reasonable expenses in accordance with adopted Board policy.

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO:

2017-09-158

LIVINGSTON COUNTY

DATE:

September 5, 2017

RESOLUTION AUTHORIZING THE CHAIR TO SIGN A LETTER OF AGREEMENT FOR THE RECLASSIFICATION OF JACOB CHAMPAGNE TO FULL-TIME DISPATCHER, YEAR THREE WAGES

WHEREAS, Jacob Champagne began employment with Central Dispatch on July 7, 2014, as a full-time Dispatcher, and reclassified to irregular part-time dispatcher on September 9, 2016; and

WHEREAS, Mr. Champagne desires to return to full-time employment and the department's administrative staff believes his previous training and experience benefit both the Employer and other employees; and

WHEREAS, face-to-face negotiations with representatives of the dispatchers' collective bargaining unit, Michigan Association of Public Employees (MAPE), were conducted to develop a Letter of Agreement (LOA) establishing the terms and conditions for Mr. Champagne's return to full-time employment; and

WHEREAS, tentative agreement for Mr. Champagne return to full-time employment was reached and are enumerated in the LOA regarding wage classification, seniority, healthcare contributions, sick/vacation use, shift selection.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners

authorizes the Chair to sign a Letter of Agreement with the Michigan Association of Public Employees regarding the return of Jacob Champagne to full-time employment at the Dispatcher year three (3) wage subject to review and approval by County Civil Counsel.

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MOVED:

SECONDED:

CARRIED:

LETTER OF UNDERSTANDING

WHEREAS, the Livingston County Board of Commissioners (the "Employer") and the Michigan Association of Public Employees (the "Union") on behalf of the Livingston County Telecommunicators Association (the "Local") are parties to a Collective Bargaining Agreement in effect from January 1, 2014 through December 31, 2017, and

WHEREAS, the Collective Bargaining Agreement covers wages, hours and other terms and conditions of employment for the Regular, full-time employees classified as Dispatchers and Shift Leaders employed at the Livingston County 911 Dispatch Center, and

WHEREAS, Mr. Jacob Champagne was a full-time employee from July 7, 2014 through September 9, 2016, and

WHEREAS, Mr. Jacob Champagne has already successfully complete a probationary period and continued working in a part-time position since September 9, 2016, and

WHEREAS, Mr. Jacob Champagne wishes to return to full-time employment with the Employer, and

THEREFORE, the parties agree to the following:

Mr. Champagne shall be added to the seniority list and given credit for his previous full-time service, which places him directly under Anne Gillhouse, effective September 9, 2017.

Mr. Champagne will be entitle to all seniority rights under the Collective Bargaining Agreement including being a seniority employee entitled to all the protections under just cause for any disciplinary actions and the Employer waives any further probationary period.

Mr. Champagne will be placed on the wage scale commensurate with his full-time seniority, as well as all full-time benefits including health care, dental and optical insurance coverage effective September 9, 2017.

Mr. Champagne be allowed to utilize any accumulated compensation time he currently has available immediately after September 9, 2017

This Agreement is the complete agreement between the parties and does not affect any one other than Mr. Champagne. Any changes to this Agreement must be in writing and signed by both parties. The Collective Bargaining Agreement remains the governing document between the parties in regards to all other issues.

Kate Lawrence (Chair Person)

James Steffes (MAPE)

Jennifer Palmbos (HR)

Caleb Merna (President_

Chad Chewning (Director)

Date