

# FINANCE COMMITTEE

6/8/2011

304 E. Grand River Avenue, Howell, MI 48843

7:30 AM

## AGENDA

REVISED

1. **CALL MEETING TO ORDER**
  2. **ROLL CALL**
  3. **APPROVAL OF MINUTES**  
Minutes Dated: May 25, 2011  
Closed Session Minutes Dated: May 25, 2011
  4. **TABLED ITEMS FROM PREVIOUS MEETINGS**
  5. **APPROVAL OF AGENDA**  
A. Consent Agenda - Res. 11 thru 14  
B. Regular Agenda - Res. 15 thru 23
  6. **REPORTS**
  7. **CALL TO THE PUBLIC**
  8. **2010 AUDIT PRESENTATION**  
A: Audit Presentation By Plante & Moran
  9. **APPROVAL OF CONSENT AGENDA ITEMS (Roll Call)**  
A. Consent Agenda - Res. 11 thru 14
  10. **RESOLUTIONS FOR CONSIDERATION:**  
A. Regular Agenda - Res. 15 thru 23
- 
11. **Michigan Works**  
RESOLUTION APPROVING THE SUBMISSION OF THE 2011 WAGNER-PEYSER ACT FIDELITY BONDING PROGRAM PLAN
- 
12. **Michigan Works**  
RESOLUTION APPROVING THE PROGRAM YEAR 2011 WORKFORCE INVESTMENT ACT ADULT PLAN FOR LIVINGSTON COUNTY
- 
13. **Michigan Works**  
RESOLUTION APPROVING THE PROGRAM YEAR 2011 WORKFORCE INVESTMENT ACT DISLOCATED WORKERS PLAN FOR LIVINGSTON COUNTY
- 
14. **Michigan Works**  
RESOLUTION APPROVING THE PROGRAM YEAR 2011 WORKFORCE INVESTMENT ACT (WIA) YOUTH PLAN FOR LIVINGSTON COUNTY
- 
15. **Michigan Works**  
RESOLUTION AUTHORIZING A RENEWAL OF A SUBLEASE BETWEEN

THE STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY,  
MANAGEMENT AND BUDGET FOR THE DEPARTMENT OF LICENSING  
AND REGULATORY AFFAIRS (LARA) AND THE COUNTY OF  
LIVINGSTON FOR SPACE AT THE MICHIGAN WORKS! – LIVINGSTON  
SERVICE CENTER AT THE LIVINGSTON REGIONAL M-TEC, 1240  
PACKARD DR, HOWELL

---

- 16 Sheriff**  
RESOLUTION AUTHORIZING THE ISSUANCE OF A BLANKET  
PURCHASE ORDER FOR THE PURCHASE OF AMMUNITION – Sheriff’s  
Department/Purchasing
- 
- 17 Public Health**  
RESOLUTION AUTHORIZING INCREASED BACKUP POWER  
GENERATION CAPACITY – DEPARTMENT OF PUBLIC HEALTH
- 
- 18 Friend of the Court**  
RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME  
CHIEF SUPPORT SPECIALIST POSITION IN THE FRIEND OF THE COURT  
OFFICE
- 
- 19 Circuit Court**  
RESOLUTION AUTHORIZING THE 44th CIRCUIT COURT AND THE 53RD  
DISTRICT COURT TO APPLY FOR FY 2012 MICHIGAN SPECIALTY  
COURT GRANT PROGRAM (MDCGP and MMHCGP) FUNDING FROM  
THE STATE COURT ADMINISTRATIVE OFFICE
- 
- 20 Geographic Information Systems**  
RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO  
ESRI, INC. FOR GIS SOFTWARE MAINTENANCE FROM 8/15/2011 TO  
8/14/2012- INFORMATION TECHNOLOGY
- 
- 21 Information Technology**  
RESOLUTION FOR ISSUANCE OF A BLANKET PURCHASE ORDER TO  
DELL, INC. FOR THE PURCHASE OF DELL LATITUDE LAPTOPS AND  
AUTHORIZATION TO MOVE THE REMAINING AMOUNT OF FUNDS  
FROM THE EDS, INC. BLANKET PURCHASE ORDER TO THE NEW  
BLANKET PO FOR DELL, INC. - INFORMATION TECHNOLOGY
- 
- 22 Airport**  
RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY  
AEROANUTICAL FACILITIES BOARD TO ENTER INTO A GRANT  
AGREEMENT WITH THE MICHIGAN DEPARTMENT OF  
TRANSPORTATION TO FUND THE CONSTRUCTION OF APRONS,  
TAXIWAY AND PARKING LOT INCLUDING AIRFIELD PAINTING AND  
CONSTRUCTION ADMINISTRATION -- AIRPORT
- 
- 23 Airport**

RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY  
AERONAUTICAL FACILITIES BOARD TO ENTER INTO AN AGREEMENT  
WITH QoE CONSULTING (formerly R.W. Armstrong) OF LANSING,  
MICHIGAN TO PROVIDE CONSTRUCTION ADMINISTRATION AND  
MATERIALS TESTING FOR THE CONSTRUCTION OF APRONS,  
TAXIWAY AND PARKING LOT INCLUDING AIRFIELD PAINTING --  
AIRPORT

---

- 24. MISCELLANEOUS CLAIMS**
- 25. COMPUTER PRINTOUT (attached)**
- 26. CLOSED SESSION**
  - Labor Relations: A. Courts
  - B. Deputies
- 27. ADJOURNMENT**

# MEETING MINUTES

LIVINGSTON COUNTY

MAY 25, 2011 - 7:30 A.M.

ADMINISTRATION BUILDING - CONFERENCE ROOM 1  
304 E. Grand River Avenue, Howell, MI 48843

## FINANCE COMMITTEE

COMM. DENNIS DOLAN  
 COMM. DAVID DOMAS  
 COMM. JAY DRICK

COMM. CAROL GRIFFITH  
 COMM. MAGGIE JONES  
 COMM. JACK LA BELLE - FINANCE CHAIR

COMM. JIM MANTEY  
 COMM. RON VAN HOUTEN  
 COMM. STEVE WILLIAMS

OTHERS: JUDGE DAVID READER  
LT.DON JAKRZEWSKI  
JORDAN GENSO

BRIAN JONCKHEERE  
CINDY MENDOSA  
CANDY ATKINS  
CHRIS FOLTS  
MARK JOHNSON

MARK MANQUEN  
JENNIFER PALMBOS  
GREG TATARA  
BELINDA PETERS  
DONNA WHITE

1. **CALL TO ORDER:** Meeting called to order by **COMM. MAGGIE JONES** at **7:37 AM.**
2. **ROLL CALL.**
3. **APPROVAL OF MINUTES: MINUTES OF MEETING DATED MAY 11, 2011:**

**MOTION TO APPROVE THE MINUTES, AS PRESENTED.**

**MOVED BY: DOMAS / SECONDED BY: GRIFFITH**

**ALL IN FAVOR - MOTION PASSED**

4. **TABLED ITEMS FROM PREVIOUS MEETINGS.**

5. **APPROVAL OF AGENDA:**

**MOTION TO APPROVE THE AGENDA, AS PRESENTED.**

**MOVED BY: GRIFFITH / SECONDED BY: WILLIAMS**

**ALL IN FAVOR - MOTION PASSED**

6. **HUMAN RESOURCES: RESOLUTION AUTHORIZING A CONTRACT WITH RDS SERVICES FOR SUBSIDY RECOVERY SERVICES**

**RECOMMEND MOTION TO THE: BOARD**

**MOVED BY: VANHOUTEN / SECONDED BY: WILLIAMS**

**ALL IN FAVOR - MOTION PASSED**

**7. REPORTS: CIRCUIT COURT ANNUAL REPORT:**

- Judge David Reader and Bill Newhouse presented reports
- Reduce day treatment program
- More placement for the delinquent kids
- More drug treatment programs
- Several graphs were shown in the handouts showing a period from 2001 to present

**8. CALL TO THE PUBLIC:**

- Jordan - Chair of the Livingston County Democrat Committee
- He stated that 7:30 am is not conducive for call to the public.

**9. RESOLUTIONS FOR CONSIDERATION:**

**10. BOARD OF COMMISSIONERS: RESOLUTION AUTHORIZING EASEMENT AGREEMENTS BETWEEN THE COUNTY OF LIVINGSTON AND THE MARION, HOWELL, OCEOLA AND GENOA (MHOG) SEWER AND WATER AUTHORITY**

**RECOMMEND MOTION TO THE: BOARD  
MOVED BY: WILLIAMS / SECONDED BY: DOMAS  
ALL IN FAVOR - MOTION PASSED**

**11. AIRPORT: RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD AND ENTER INTO AN AGREEMENT WITH ZITO CONSTRUCTION OF GRAND BLANC, MICHIGAN FOR CONSTRUCTION OF APRONS, TAXIWAY AND PARKING LOT INCLUDING AIRFIELD PAINTING**

**RECOMMEND MOTION TO THE: BOARD  
MOVED BY: MANTEY / SECONDED BY: DOMAS  
ALL IN FAVOR - MOTION PASSED**

**12. CIRCUIT COURT: RESOLUTION AUTHORIZING THE FILLING OF A VACANT GRANT AND SPECIALTY COURT ADMINISTRATOR POSITION WITHIN THE CIRCUIT COURT**

**RECOMMEND MOTION TO THE: BOARD  
MOVED BY: WILLIAMS / SECONDED BY: DOMAS  
ALL IN FAVOR - MOTION PASSED**

Position that they have budgeted for. Critical for managing grants there are 4 grants in place and 2 pending.

- 13. CIRCUIT COURT: RESOLUTION TO ENTER INTO AN AGREEMENT WITH WESTERN MICHIGAN UNIVERSITY TO PROVIDE AN INDEPENDENT EVALUATION OF THE ADULT DRUG COURT PROGRAM, USING MICHIGAN DRUG COURT GRANT PROGRAM FUNDS FOR THE COST**

**RECOMMEND MOTION TO THE: BOARD  
MOVED BY: MANTEY / SECONDED BY: WILLIAMS  
ALL IN FAVOR - MOTION PASSED**

- 14. BUILDING SERVICES: RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN LIVINGSTON COUNTY BUILDING SERVICES AND THE CITY OF HOWELL - BUILDING SERVICES / GENERAL GOVERNMENT COMMITTEE / FINANCE COMMITTEE**

**RECOMMEND MOTION TO THE: BOARD  
MOVED BY: DOLAN / SECONDED BY: MANTEY  
ALL IN FAVOR - MOTION PASSED**

Using part-time custodial services added paid by contract. Lawn and snow services will be shared.

- 15. SHERIFF: RESOLUTION AUTHORIZING THE SHERIFF OF LIVINGSTON COUNTY AND THE COUNTY OF LIVINGSTON TO APPLY FOR THE 2011 COPS HIRING RECOVERY PROGRAM GRANT OFFERED BY THE UNITED STATES DEPARTMENT OF JUSTICE**

**RECOMMEND MOTION TO THE: BOARD  
MOVED BY: VANHOUTEN / SECONDED BY: WILLIAMS  
ALL IN FAVOR - MOTION PASSED**

- 16. DRAIN COMMISSIONER: RESOLUTION PLEDGING THE LIMITED TAX FULL FAITH AND CREDIT OF COUNTY OF LIVINGSTON, WITHIN CONSTITUTIONAL LIMITATIONS, FOR THE PAYMENT OF THE SUNRISE PARK DRAIN BOND, SERIES 2011**

**RECOMMEND MOTION TO THE: BOARD  
MOVED BY: MANTEY / SECONDED BY: DOLAN  
ALL IN FAVOR - MOTION PASSED**

- 17. DRAIN COMMISSIONER: RESOLUTION AUTHORIZING THE FILLING OF THE VACANT FULLTIME DRAIN MAINTENANCE WORKER POSITION**

**RECOMMEND MOTION TO THE: BOARD  
MOVED BY: DOMAS / SECONDED BY: VANHOUTEN  
ALL IN FAVOR - MOTION PASSED**

**18. EQUALIZATION: RESOLUTION TO LEVY 2011 ALLOCATION MILLAGE**

RECOMMEND MOTION TO THE: **BOARD**  
MOVED BY: **MANTEY / SECONDED BY: GRIFFITH**  
ALL IN FAVOR - MOTION PASSED

**19. MISCELLANEOUS CLAIMS**

MOTION TO APPROVE THE MISCELLANEOUS CLAIMS DATED **MAY 25, 2011.**  
MOVED BY: **MANTEY / SECONDED BY: DRICK**  
ALL IN FAVOR - MOTION PASSED

**20. COMPUTER PRINTOUT**

MOTION TO APPROVE COMPUTER PRINTOUT DATED **MAY 20, 2011,** IN THE AMOUNT OF **\$879,171.98.**  
MOVED BY: **WILLIAMS / SECONDED BY: DRICK**  
ALL IN FAVOR - MOTION PASSED

**21. CLOSED SESSION: PENDING LITIGATION - SUZICH:**

MOTION TO RECESS TO CLOSED SESSION AT: **9:08 AM**  
MOVED BY: **DOMAS / SECONDED BY: GRIFFITH**  
ALL IN FAVOR - MOTION PASSED

RETURN TO OPEN SESSION AT: **9:30 AM**

MOTION TO CONCUR WITH ATTORNEY RECOMMENDATION.  
MOVED BY: **DOMAS / SECONDED BY: MANTEY**  
ALL IN FAVOR - MOTION PASSED

**22. ADJOURNMENT:**

MOTION TO ADJOURN AT **9:30 AM**  
MOVED BY: **MANTEY / SECONDED BY: VANHOUTEN**  
ALL IN FAVOR - MOTION PASSED

Respectfully Submitted

**DONNA WHITE**  
RECORDING SECRETARY

**RESOLUTION**

**NO.:**

**LIVINGSTON COUNTY**

**DATE:**

---

**RESOLUTION APPROVING THE SUBMISSION OF THE 2011 WAGNER-PEYSER  
ACT FIDELITY BONDING PROGRAM PLAN**

WHEREAS, The federal Wagner-Peyser Act establishes the United States Employment Service (USES) to provide a nationwide labor exchange system and establishes State Employment Security Agencies (SESA's) to administer the system in each state and;

WHEREAS Wagner-Peyser funds are also used to operate the federal Fidelity Bonding Program which is operated in partnership with the McLaughlin Company, an insurance brokerage firm, to provide free bonding for the first six months of employment for certain high-risk employees.

WHEREAS, As a condition of receiving Wagner-Peyser Act funding, each Michigan Works! Agency must agree to administer the federal bonding program locally, and must designate a staff person to serve as the fidelity bonding coordinator.

WHEREAS, The Workforce Development Agency, State of Michigan, is requiring that all Michigan Works! agencies submit a grant approval request form signed by the Chair of the Livingston County Workforce Development Council and the Livingston County Board of Commissioners acknowledging that it will meet the requirements of the fidelity bonding program as established by the United States Dept. of Labor.

WHEREAS, Livingston County receives no additional funding to provide these services.

WHEREAS, The Livingston County Workforce Development Council approved this plan at their May 19, 2011 meeting.

**IT IS THEREFORE RESOLVED** that the Livingston County Board of Commissioners hereby approves the submission of the PY 2011 Fidelity Bonding Program Plan for the period of July 1, 2011 to June 30, 2012



**BE IT FURTHER RESOLVED** that the Chair be authorized to sign said the Grant Approval Request form for said plan for submission to the Workforce Development Agency, State of Michigan.

**Moved:**

**Supported:**

**Carried:**

**TO:** Livingston County Board of Commissioners

**FROM:** Bill Sleight, Director Livingston County Michigan Works!

**RE:** Federal Fidelity Bonding Program Approval Request

**DATE:** May 24, 2011

The Fidelity Bonding Program is a partnership between the United States Department of Labor (USDOL) and The McLaughlin Company, an insurance brokerage firm, as agent for Travelers Casualty and Surety Company of America. Federal management and direction for the program is provided by The McLaughlin Company in Washington, D.C., under contract with the USDOL's Employment and Training Administration.

The program mitigates risk for employers when hiring and reduces barriers to employment often faced by high-risk job seekers. The program assists these job seekers in obtaining employment by providing an incentive for employers to hire job seekers who are qualified, but may be considered high-risk. A fidelity bond is a business insurance policy that insures an employer against employee dishonesty including any type of theft, embezzlement, forgery, fraud, and larceny.

The Fidelity Bonding Program funds the insurance coverage to employers through the appropriation of Wagner-Peyser Employment Service (ES) funds, enabling private and public, for-profit and non-profit employers to participate in the program

The features of the Fidelity Bonding Program include:

- Free bonding for the first six months of employment
- Bonds available in the amounts of \$5,000 - \$25,000
- No deductible
- Easy application process
- Extended coverage available directly from the Traveler Property Casualty Insurance Company

As a condition of receiving Wagner-Peyser ES funds, each Michigan Works! Agency must agree to administer the federal bonding program locally, and must designate a staff person to serve as the fidelity bonding coordinator. The State of Michigan Workforce Development Agency also requires that MWAs submit signed grant approval request to acknowledge that it agrees to meet all federal and state requirements for administration of this program. We receive no additional funds to provide these services.

The Livingston County Workforce Development Council approved this resolution at the May 19, 2011 meeting.

A resolution authorizing the Chair to sign the grant approval request form for the Fidelity Bonding Program is attached.

**RESOLUTION**

**NO.:**

**LIVINGSTON COUNTY**

**DATE:**

---

**RESOLUTION APPROVING THE PROGRAM YEAR 2011 WORKFORCE INVESTMENT ACT ADULT PLAN FOR LIVINGSTON COUNTY**

WHEREAS, The Workforce Investment Act authorizes the expenditure of federal funds of job training programs in locally determined Michigan Works! Agency's/Workforce Investment Areas; and

WHEREAS, The County of Livingston constitutes a jurisdiction designated as a Michigan Works Agency by the Governor of the State of Michigan; and

WHEREAS, Each Michigan Works! Agency is required to submit job training plans which describe the planned services and goals for the programs; and

WHEREAS, The Livingston County WIA Adult plan proposes to provide core, intensive, and training services to eligible adults with an allocation of \$416,447; and

WHEREAS, The Act requires that the Workforce Development Council and the local elected officials jointly approve and submit all job training plans.

WHEREAS, The Livingston County Workforce Development Council approved this plan at their May 19, 2011 meeting.

**IT IS THEREFORE RESOLVED** that the Livingston County Board of Commissioners hereby approves the PY 2011 Workforce Investment Act Adult Plan in the amount of \$416,447 for the period of July 1, 2011 to June 30, 2012.

**BE IT FURTHER RESOLVED** that the Chair be authorized to sign said plan for submission to the Workforce Development Agency, State of Michigan.

**MOVED:**

**SUPPORTED:**

**CARRIED:**

**TO:** Livingston County Board of Commissioners

**FROM:** Bill Sleight, Director Livingston County Michigan Works

**RE:** PY 2011 Workforce Investment Act (WIA) Adult Plan

**DATE:** May 25, 2010

The Workforce Development Agency, State of Michigan has released draft allocations for the WIA Adult Program for (PY) 2011 (July 1, 2011, through June 30, 2012).

WIA adult funds are allocated to MWAs by formula, to provide assistance for adult employment and training activities. Our allocation for PY 2011 is \$416,447. In PY 2010 our allocation was \$443,268. This represents a decrease of \$36,821, or 8%. Statewide, WIA adult allocations were down 20% for PY 2011 so our decrease is significantly less than the state average. With anticipated carry-in from PY 2010, total fund availability in this grant will be about the same as last year. However, our overall funding for all programs will be about 40% less than last year since most of our Recovery Act funds have been spent. Further, it is possible that we may face rescissions in later in the year as Congress addresses the budget deficit.

Fund transfers are permitted between the Adult and Dislocated Worker Programs. A maximum of 20% of our PY 2011 allocation for adult employment and training activities, and up to 20 percent of our PY 2011 allocation for Dislocated Worker employment and training activities may be transferred between the two programs. At this time there are no plans for transfer of funds. During the course of the program year, we will assess the needs of each program and make a determination if a transfer of funds is needed.

The plan has been approved by the Workforce Development Council and needs the approval of the Board of Commissioners. Attached is a copy of the plan summary.

**SUMMARY  
WORKFORCE INVESTMENT ACT  
ADULT PLAN  
LIVINGSTON COUNTY**

The Workforce Investment Act (WIA) will provide core, intensive, and training services to eligible adults in the Livingston County Michigan Works Agency!. Livingston County's PY 2011 allocation is \$416,447

The Plan narrative will contain the following major sections: description of services provided, supportive services and needs-related payments, and budget and participant plan summary. These sections are summarized below.

**DESCRIPTION OF SERVICES PROVIDED**

**Job Seeker Core Services**

Core services are information and resources available to everyone free of charge. They help people access resources for job-finding efforts, including the use of information and tools, whether on electronic systems, printed or audio-visual in nature, and are preparatory to job search.

**Job Seeker Intensive Services**

These are intensive services available to targeted populations to support workforce development efforts based on program eligibility and other criteria determined locally. Workshops, career assessment services, resume and job search assistance are examples of intensive services. Minimally, customer groups will be afforded access to intensive services available within funding constraints and based on eligibility.

**Jobs Seeker Training Services**

Training services are available to targeted populations to support workforce development efforts based on program eligibility and other criteria determined locally. Minimally, customer groups will be afforded access to training services available within funding constraints and based on eligibility. Basic Skills Training, Vocational Training, On- the-Job Training, and Work Experience are some examples of training services.

As funds permit, supportive services will be available to enable individuals to participate in training activities. The two major services offered are childcare and transportation assistance. Other support services, such as health and medical care, mental health counseling services and clothing assistance may also be provided upon documented need and approval by the Director. Needs based payments may also be available, consistent with a Workforce Development Council (WDC) approved policy.

A variety of other services is described in the plan and may be implemented during the current program year. They include programs for special populations. These programs may be developed at a later date.

Livingston County will target services to individuals facing multiple barriers to employment. State 5% incentive funds will also be used to support these services. Programs will be solicited

**AGENDA ITEM 6.b.2**

and monitored and will be operated in accordance with WIA performance standards.

<b>PARTICIPANT PLAN SUMMARY</b>	
<b>ACTIVITY</b>	<b># ENROLLED</b>
Core Services	240*
Intensive Services	175
Training Services	150

\*Enrolled in the WIA reporting system. All individuals accessing services at the center receive core services. It is anticipated that at least 10,000 individuals will access core services.

**PERFORMANCE FACTORS**

<b>PERFORMANCE INDICATORS</b>	<b>PLANNED PERFORMANCE LEVELS</b>
Entered Employment Rate	89%
Employment Retention Rate	86%
Average Earnings	\$10,200
Employment and Credential Rate	84%
Participant Customer Satisfaction Rating	91%
Employer Customer Satisfaction Rating	86%

<b>BUDGET SUMMARY</b>	
<b>Allocation</b>	<b>\$416,447</b>
General Administration	\$41,644
<b>Remaining for Program</b>	<b>\$374,803</b>
<b>PROGRAM BUDGET</b>	
<b>Core Services</b>	\$100,000
<b>Intensive Services (Contractor Costs)</b>	\$100,000
<b>Training Services</b>	\$174,803
<b>TOTAL</b>	<b>\$374,803</b>

**In accordance with the Americans with Disabilities Act (ADA) of 1990 (Public Law 101-336), the final plan summary will be available in large print or audio tape upon request.**

**RESOLUTION**

**NO.:**

**LIVINGSTON COUNTY**

**DATE:**

**RESOLUTION APPROVING THE PROGRAM YEAR 2011 WORKFORCE INVESTMENT ACT DISLOCATED WORKERS PLAN FOR LIVINGSTON COUNTY**

WHEREAS, the Workforce Investment Act (WIA) authorizes programs and services targeted to dislocated workers, and

WHEREAS, The County of Livingston constitutes a jurisdiction designated as a Michigan Works! Agency (MWA) by the Governor of the State of Michigan; and

WHEREAS, Each MWA is required to submit job training plans which describe the planned services and goals for the programs; and

WHEREAS, The Livingston County WIA Dislocated plan proposes to serve dislocated workers with an allocation of \$479,142; and

WHEREAS, The Act requires that the Workforce Development Council and the local elected officials jointly approve and submit all job training plans.

WHEREAS, The Livingston County Workforce Development Council approved this plan at their May 19, 2011 meeting.

**IT IS THEREFORE RESOLVED** that the Livingston County Board of Commissioners approves the PY 2011 WIA Dislocated Worker Plan in the amount of \$479,142 for the period of July 1, 2011 to June 30, 2012.

**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners be authorized to sign said plan for submission to the Workforce Development Agency, State of Michigan.

**MOVED:**

**SUPPORTED:**

**CARRIED:**

**TO:** Livingston County Board of Commissioners

**FROM:** Bill Sleight, Director Livingston County Michigan Works!

**RE:** PY 2011 Workforce Investment Act (WIA) Dislocated Worker Plan

**DATE:** May 24, 2011

The Workforce Development Agency, State of Michigan has issued planning allocations for the Workforce Investment Act (WIA) Dislocated Worker program. Federal law requires that we submit a WIA Dislocated Worker Plan for Program Year (PY) 2011 (July 1, 2011, through June 30, 2012).

WIA Dislocated Worker PY 2011 allocations are determined by formula. Our allocation for PY 2011 is \$479,142. The most significant change is the decrease in our allocation. In PY 2010 our allocation was \$583,637. This represents a decrease of \$104,495 or 18%. Two years ago, our dislocated worker allocation was just under \$1 million.

Fund transfers are permitted between the Adult and Dislocated Worker Programs. A maximum of 20% of our PY 2011 allocation for adult employment and training activities, and up to 20 percent of our PY 2011 allocation for Dislocated Worker employment and training activities may be transferred between the two programs. At this time there are no plans for transfer of funds. During the course of the program year, we will assess the needs of each program and make a determination if a transfer of funds is needed.

The plan has been approved by the Workforce Development Council and needs the approval of the Board of Commissioners. Attached is the Plan Summary for PY 2011 Dislocated Worker program.



**SUMMARY**  
**WORKFORCE INVESTMENT ACT**  
**DISLOCATED WORKER PLAN**

**LIVINGSTON COUNTY**

The Workforce Investment Act (WIA) Dislocated Worker Program (DWP) will provide core, intensive, and training activities at the Michigan Works! Livingston Service Center to dislocated workers in Livingston County. Planned training activities will be vocational training, on-the-job training, basic skills training and basic readjustment services. Livingston County's PY 2011 allocation is \$479,169.

The Plan Narrative contains the following major components:

**NEEDS ASSESSMENT**

This section assesses the current and projected needs of the dislocated worker in the county. The assessment reviews the characteristics of the local economy and describes the characteristics of the dislocated worker population. The typical dislocated worker in the county is likely to have worked in a manufacturing or construction setting. However, the economic downturn which began in 2008 also impacted workers across all industrial sectors and occupations. Both the size of the labor force and employment opportunities have declined significantly in recent years and dislocated workers must adjust to this changing economy. This results in a need for strong assessment services, a variety of retraining options, and job placement assistance.

**INTEGRATION WITH OTHER SERVICES**

To be effective, WIA services to dislocated workers must be integrated with other resources in the community. This section summarizes plans to coordinate services with the Employment Services Agency, local labor organizations, local economic development services and other vocational education, adult education and community service organizations.

**COORDINATION WITH UNEMPLOYMENT COMPENSATION  
AND TRADE ADJUSTMENT ASSISTANCE**

The Dislocated Worker program is coordinated with Unemployment Compensation and Trade Adjustment Assistance through the Michigan Works! Service System. The Employment Services contractor provides the full range of mandated reemployment services to workers adversely affected by foreign competition in accordance with the TAA and TAA-NAFTA Implementation Act.

These services are integrated with services provided by WIA Dislocated Worker service providers through the Michigan Works! system of integrated job seeker and employer services. All job seeker customers accessing expanded services of the Michigan Works! system will complete a common intake that provides the beginning data collection for other workforce development programs such as WIA, Work First, and Michigan Rehabilitation Services.

**RAPID RESPONSE ASSISTANCE**

Rapid response assistance will be provided within 48 hours in the event of a plant closing or mass layoff. This section identifies the administrative entity director as the lead person to represent the program on the Rapid Response Team. The section also describes how the program will coordinate with other members of the rapid response team such as the Bureau of Workforce Transformation of the Workforce Development Agency and the Unemployment Insurance Agency.

**RATIONALE FOR PROGRAM ALLOCATION**

Explanation of the rationale for amounts allocated is as follows:

- Core Services - \$75,000 will be allocated to provide non-staff services for the operation of the service center that will include self-service resources and maintenance of the computers and network.
- Intensive Services - \$150,000 will be allocated to cover contractor costs in providing intensive services.
- Training Services - \$206,228 will be allocated to cover costs of participants that will receive training through Individual Training Accounts (ITA), on-the-job training or customized training.

Core and intensive services costs are determined by utilizing the MWA’s cost allocation plan.

**PERFORMANCE FACTORS**

<b>PERFORMANCE INDICATORS</b>	<b>PLANNED PERFORMANCE LEVELS</b>
DW Entered Employment Rate	95.0%
DW Employment Retention Rate	92.0%
DW Average Earnings	\$13,200
DW Employment and Credential Rate	84.0%

**BUDGET & PARTICIPANT SUMMARY**

<b>Current Appropriation Year Allocation</b>	<b>\$ 479,142</b>
<b>1. Administration</b>	<b>\$ 47,914</b>
<b>2. Program</b>	<b>\$ 431,228</b>
<b>CUMULATIVE PARTICIPATION BY ACTIVITIES</b>	
<b>1. Core</b>	550
<b>2. Intensive</b>	520
<b>3. Training</b>	500

**RESOLUTION**

**NO.:**

**LIVINGSTON COUNTY**

**DATE:**

---

**RESOLUTION APPROVING THE PROGRAM YEAR 2011 WORKFORCE INVESTMENT ACT (WIA) YOUTH PLAN FOR LIVINGSTON COUNTY**

WHEREAS, The Workforce Investment Act (WIA) authorizes the expenditure of federal funds for job training programs in locally determined Workforce Investment Area's /Michigan Works! Agency's; and

WHEREAS, The County of Livingston constitutes a jurisdiction designated as a Michigan Works! Agency's by the Governor of the State of Michigan; and

WHEREAS, Each Michigan Works! Agency is required to submit job training plans which describe the planned services and goals for the programs; and

WHEREAS, The Livingston County WIA Youth Plan proposes to serve Youth ages 14-21 with an allocation of \$501,134, and

WHEREAS, The WIA requires that the Workforce Development Council and the local elected officials jointly approve and submit all job training plans.

WHEREAS, The Livingston County Workforce Development Council approved this plan at their May 19, 2011 meeting.

**IT IS THEREFORE RESOLVED** that the Livingston County Workforce Board of Commissioners hereby approves the PY 2011 Workforce Investment Act Youth Plan in the amount of \$501,134 for the period of July 1, 2011 to June 30, 2012.

**BE IT FURTHER RESOLVED** that the Chair be authorized to sign said plan for submission to the Workforce Development Agency, State of Michigan

**MOVED:**

**SUPPORTED:**

**CARRIED:**

**TO:** Livingston County Board of Commissioners

**FROM:** Bill Sleight, Director Livingston County Michigan Works!

**RE:** PY 2011 Workforce Investment Act (WIA) Youth Plan

**DATE:** May 24, 2011

The Workforce Development Agency, State of Michigan has issued planning allocations for the Workforce Investment Act Youth program for Program Year (PY) 2011 (July 1, 2011, through June 30, 2012). Federal law requires that we submit a WIA Youth Plan to the State signed by both the chair of the Workforce Development Council and by the Chair of the County Board of Commissioners.

The WIA law requires that eligible youth seeking academic and employment success be provided effective and comprehensive activities to improve their educational and skill competencies while providing effective connections to employers.

The vision for the youth activities is to provide all eligible area youth completing the Michigan educational system with the necessary academic, technical, and work behavior knowledge and skills for success in a career of their choice and lifelong learning. We will meet the WIA provisions regarding youth program design through existing services provided through the Michigan Works! Service Center, subcontracts, and referral for the following activities:

- preparation for postsecondary educational opportunities;
- strong linkages between academic and occupational learning;
- preparation for unsubsidized employment opportunities;
- effective linkages with intermediaries with strong employer connections;
- alternative secondary school services;
- summer employment opportunities;
- paid and unpaid work experiences;
- occupational skill training;
- leadership development opportunities;
- supportive services; and
- follow-up services.

We are required to offer summer youth employment opportunities that link academic and occupational learning as part of the required services. The WDC may determine how much of available youth funds will be used for summer and for year-round activities. The summer youth employment opportunities element is not intended to be a stand-alone program. Youths who participate in summer employment opportunities must be provided with a minimum of 12 months of follow-up services.

Our allocation for PY 2011 is \$501,134. In PY 2010 our allocation was \$496,709. This represents an increase of \$4,425 or about 1%. Statewide, youth program allocations to Michigan Works! agencies were about 10% lower than last year.

The plan has been approved by the Workforce Development Council and needs the approval of the Board of Commissioners. Attached is a copy of the plan summary.

**SUMMARY  
WORKFORCE INVESTMENT ACT  
YOUTH PLAN  
LIVINGSTON COUNTY**

The Workforce Investment Act (WIA) will provide services to eligible Livingston County youth seeking academic and employment success with effective and comprehensive activities to improve their educational and skill competencies while providing effective connections to employers. Livingston County's PY 2011 allocation is \$501,134.

The Plan narrative will contain the following major sections: description of services provided and budget and participant plan summary. These sections are summarized below.

**DESCRIPTION OF SERVICES PROVIDED**

The Livingston County MWA will meet the act's provisions regarding youth program design through existing services provided through the Michigan Works! Service Center, subcontracts, and/or referral for the following activities:

- preparation for postsecondary educational opportunities;
- strong linkages between academic and occupational learning;
- preparation for unsubsidized employment opportunities;
- effective linkages with intermediaries with strong employer connections;
- alternative secondary school services;
- summer employment opportunities;
- paid and unpaid work experiences;
- occupational skill training;
- leadership development opportunities;
- supportive services; and
- follow-up services.

**In accordance with the Americans with Disabilities Act (ADA) of 1990 (Public Law 101-336), the final plan summary will be available in large print or audio tape upon request.**

<b>PARTICIPANT PLAN SUMMARY</b>	
<b>Participant Type</b>	<b>Number</b>
In-school Youth	120
Out-of-school Youth	35
Youth age 14-18	120
Youth age 18-21	35

**PERFORMANCE LEVELS**

<b>PERFORMANCE INDICATORS</b>	<b>PLANNED PERFORMANCE LEVELS</b>
Younger Youth Skill Attainment Rate	92.0%
Younger Youth Diploma Attainment Rate	90.0%
Younger Youth Retention Rate	80.0%
Older Youth Entered Employment Rate	84.0%
Older Youth Employment Retention Rate	86.0%
Older Youth Average Earnings Change	\$3,800
Older Youth Credential Rate	80.0%

**BUDGET INFORMATION SUMMARY**

<b>Allocation</b>	<b>\$501,134</b>
General Administration	\$50,113
<b>Remaining for Program</b>	<b>\$451,021</b>
<b>PROGRAM BUDGET</b>	
Services Center Costs	\$65,000
Contractor Costs	\$330,000
Training Costs	\$56,021
<b>TOTAL</b>	<b>\$451,021</b>

**RESOLUTION**

**NO.:**

**LIVINGSTON COUNTY**

**DATE:**

---

**RESOLUTION AUTHORIZING A RENEWAL OF A SUBLEASE BETWEEN THE STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET FOR THE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA) AND THE COUNTY OF LIVINGSTON FOR SPACE AT THE MICHIGAN WORKS! – LIVINGSTON SERVICE CENTER AT THE LIVINGSTON REGIONAL M-TEC, 1240 PACKARD DR, HOWELL**

**WHEREAS,** Livingston County Michigan Works! currently leases space at 1240 Packard Drive for use as the Michigan Works! Livingston Service Center; and

**WHEREAS,** According to the lease, the County of Livingston may sublease portions of the leased premises to the State of Michigan – Department of Technology Management and Budget for Department of Licensing and Regulatory Affairs (LARA) ; and

**WHEREAS,** Under the guidance of the Livingston County Workforce Development Council, the Director of Livingston County Michigan Works! had negotiated a sublease with the Michigan Department of Labor and Economic Growth for space at the Michigan Works! Livingston Service Center at the Livingston Regional M-TEC, 1240 Packard Driver, Howell, Michigan 48843; and

**WHEREAS,** On July 2, 2007, in Resolution 2007-07-183, the Livingston County Board of Commissioners approved a sublease with the Michigan Department of Labor and Economic Growth for space at the Michigan Works! Livingston Service Center commencing July 1, 2007 and ending June 30, 2008 at the Livingston Regional M-TEC, 1240 Packard Drive, Howell, at a rate of \$248.45 per month; and

**WHEREAS,** On June 16, 2008, in Resolution 2008-06-184, the Livingston County Board of Commissioners approved a renewal of the sublease with the Michigan Department of Labor and Economic Growth for space at the Michigan Works! Livingston Service Center commencing July 1, 2008 and ending October 31, 2010 at the Livingston Regional M-TEC, 1240 Packard Drive, Howell, at a rate of \$248.45 per month; and

**WHEREAS,** It is favorable to renew the sublease for the period of April 1, 2011 to December 31, 2013, with a rental rate of \$174.25 per month; and

**WHEREAS,** The State of Michigan prepared the sublease for the facility.

**IT IS THEREFORE RESOLVED,** That the Livingston County Board of Commissioners approves renewing a sublease with the State of Michigan Department of Technology, Management and Budget for the Department of Licensing and Regulatory Affairs (LARA) for space at the Michigan Works! Livingston Service Center commencing April 1, 2011 and ending December 31, 2013 at the Livingston Regional M-TEC, 1240 Packard Drive, Howell, at a rate of \$174.25 per month.

**BE IT FURTHER RESOLVED,** That the Chair of the Livingston County Board of Commissioners is authorized to sign said sublease with the Michigan Department of Labor and Economic Growth upon review and approval of Civil Counsel.

# # #

**MOVED:**

**SUPPORTED:**

**CARRIED:**

## MEMORANDUM

**TO:** Board of Commissioners  
**FROM:** Bill Sleight  
**RE:** Sublease  
**DATE:** June 1, 2011

Currently, the State of Michigan- Department of Technology, Management and Budget for the Department of Licensing and Regulatory Affairs (LARA) provides itinerant staff at the Michigan Works! Service Center from the Michigan Rehabilitation Services (MRS). MRS provides services to individuals with disabilities and the Veterans Employment Services (VES) provides employment services to Veterans. The State of Michigan agreed to reimburse us for their share of rent.

As you are aware, Livingston County Michigan Works! has a lease with Mott Community College (Livingston Regional M-TEC) for space to house our service center operation. According to our lease, we may sublease portions of the leased premises to State of Michigan- Department of Technology, Management and Budget for the Department of Licensing and Regulatory Affairs (LARA). As a result, we are proposing to renew the sublease between the State of Michigan and the County of Livingston that would cover the cost of space which is 150 sq. ft. The monthly base rental amount would be \$174.25 including monthly operating cost. The rent includes all utilities, custodial services, maintenance, landscaping, snow removal, computers for customers and contractors, copiers, fax machines and phones. The renewed sublease would be effective starting April 1, 2011 and end on December 31, 2013.

Attached for your consideration is a copy of the sublease and a resolution approving the renewed sublease between the County of Livingston and the State of Michigan- Department of Technology, Management and Budget for the Department of Licensing and Regulatory Affairs (LARA) for space at the Michigan Works! Service Center.



Sub-Lease #11191-2011  
between  
THE COUNTY OF LIVINGSTON, as Sub-Lessor  
A Michigan Municipal Corporation And Political Subdivision  
and  
THE STATE OF MICHIGAN, as SubLessee

THIS SUBLEASE, hereinafter referred to as Lease, is entered into by **The County Of Livingston**, as Sublessor, hereinafter referred to as Lessor, whose address is **304 East Grand River, Howell, Michigan 48843**, and the State of Michigan by the Department of Technology, Management & Budget for the Department of **Licensing and Regulatory Affairs (LARA)**, as Sublessee, hereinafter referred to as Lessee.

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

## **ARTICLE I - DEFINITIONS**

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease.

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased premises, where none existed prior.

1.4 - Executive: An Executive Order of the Governor pursuant to the Constitution 1963, Article 5, § 2 and 20, or a decision by the Director of the Department of Technology, Management & Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered.

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto.

1.6 - Occupancy: Actual physical presence by the Lessee in the Leased premises.

1.7 - **Reserved** 4

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraphs 3.1(z) and 3.7.

1.9 - Potable water: Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to the requirements of the Public Health Service Drinking Water Standards or the regulations of the public health authority having jurisdiction.

1.10 - Purpose: The purpose for this Lease is **office** space use for the department or agency mentioned in the Lease in the specific geographic location described in paragraph 2.2 of the Lease.

1.11 - Remodel: Includes alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems within the Leased premises. Remodeling does not include enlarging or decreasing of structural or foundation systems, or new construction.

1.12 - State Government Managed: Property management tasks and responsibilities provided or contracted for and managed by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.13 - State Government Owned: Real property fee title to which is held by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.14 – Substantial Completion: The construction work has been completed in accordance with Enclosure C and C-1, to the extent that the Lessee can use or occupy the Leased premises for the use intended, without any outstanding or concurrent work remaining, except as required to complete minor punch list items. The Lessee has the sole discretion to determine whether punch list items are "minor". Prerequisites for substantial completion include (a) receipt by the Lessee of all required operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the Lessor for their intended use, and (c) the Lessee has received all required certifications and/or occupancy approvals from the State and any other political subdivisions having jurisdiction over the work. Receipt of all certificates and/or occupancy approvals in and of itself does not necessarily connote substantial completion.

1.15 -Tenantable: Habitable for the effective conduct of the Lessee's intended business.

1.16 -Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession. 5

## ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee **150 usable** square feet of space, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased premises, located on the property described in Enclosure "B" also known as **1240 Packard Drive**, in the **Township of Howell**, County of **Livingston**, State of Michigan.

2.3 - If the Leased premises are available for possession by the Lessee prior to the commencement of the term defined in paragraph 2.4, the Lessee, at its sole option, may possess the Leased premises when the same are available. The Lessor shall provide written notice to the Lessee of such availability. For each day of possession prior to commencement of such term, the Lessee shall pay to the Lessor, at the same time that rent consideration for the first month of the regular term of the Lease is due, 1/365 of the initial annual rent consideration set forth in Article V.

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **Two year –Nine months** initial term of possession beginning upon actual possession or at 12:01 a.m. on **April 1, 2011**, and ending at 11:59 p.m. on **December 31, 2013**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly.

2.5 - This Lease may, at the option of the Lessee, be extended for a **One year-Eight months** term beginning at 12:01 a.m. on **January 1, 2014**, and ending at 11:59 p.m. on **August 31, 2015**, provided notice be given in writing to the Lessor **sixty (60)** days before this Lease or extension expires.

2.6 - **Deleted, Not Applicable**

2.7 - **Deleted, Not Applicable**

2.8 - **Deleted, Not Applicable**

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased premises for the period specified in the notice, not to exceed three months. The Lessee shall pay the Lessor for each month or part of a month a sum equal to 1/12 of the annual rent consideration set forth in Article V.

2.10 - The Lessee may assign this Lease or may sublet the Leased premises in whole or in part, with prior written consent of the Lessor, which shall not be unreasonably withheld. The Lessee, through its Department of Technology, Management & Budget may assign or reassign any or all of the Leased premises to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the Lessor. 6

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension.

2.12 - The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required under Article III.

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease.

### **ARTICLE III - LESSOR OBLIGATIONS**

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following:

a) Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68F to 78F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors.

b) Electrical power distribution system throughout the Leased premises, for the operation of all business machinery and equipment.

c) Natural and/or artificial interior illumination that provides a minimum **50** foot-candles, measured at desk level, at all times, throughout the Leased premises. Artificial illumination shall be by incandescent or fluorescent lamps, and shall include tubes, bulbs, starters, ballasts, and fuses used inside the illumination fixture, and the replacement thereof for the Leased premises and common areas.

d) Domestic plumbing system to restrooms and break rooms capable of supplying hot and cold water, and removing sanitary waste water. Hot water delivery shall be not more than 120F and not less than 110F, measured at the tap.

e) Potable water shall meet the requirement of the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 et seq.

f) Metered utility costs for electricity, natural gas, water, sewerage, steam, fuel oil, or coal.

g) Adequate roof, vertical, and foundation thermal insulation in accordance with applicable codes.

h) Complete moisture protection from all exterior weather sources, on all sides, floors, and roof of the Leased premises.

i) Sound attenuation between any mechanical system or other tenant in the premises and the Leased premises, which provides not greater than 45dbA sound level readings, under conditions with all Lessee business equipment shut down. 7

- j) Vibration isolation between any mechanical, plumbing, electrical, or other building system attached to and a part of the Leased premises.
- k) Any equipment, portable or fixed, including alarm notification systems, required by the local public fire marshal authority.
- l) Commercial grade, heavy-duty locking hardware.  
Prior to Lessee possession, all doors providing access to the Leased premises shall be rekeyed and **two (2)** keys per lock combination shall be provided to the Lessee.
- m) Pest control, including but not limited to: insects, rodents, flying animals, etc. Spraying must be performed after business hours or on weekends.
- n) Trash removal from office wastebaskets, dumpsters, or equivalent containers.
- o) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance, de-icing, and snow removal. Snow removal is required anytime the accumulated depth is 2" or more, 24 hours after the most recent snowfall, and there shall be a clear path from the handicapper motor vehicle parking spaces to the barrier free entrances.
- p) Janitorial supplies, equipment, personnel, and supervision to provide cleaning services as described in Enclosure "F".  
In the event the janitorial service provided by the Lessor is not satisfactory to a reasonable industry standard, the Lessee may provide janitorial service as described above and the Lessee's rent will then be reduced by the actual per square foot cost plus a 15% administrative fee per occurrence.
- q) Paved, striped, illuminated, and common motor vehicle parking on the Leased premises, for **3** motor vehicles, including overnight parking for state-owned motor vehicles. The striping on the parking lot shall be repainted **Once** during the lease period in the summer by the Lessor. Illumination shall be not less than 2 foot-candles, with a uniformity not greater than 4 to 1, measured on the parking surface. The Lessor shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this exterior illumination.
- r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited). 8

s) Complete maintenance of the Leased premises, except for any obligations expressly undertaken by the Lessee set forth in Article IV. The Lessor shall keep the Leased premises in good repair, and able to perform and operate as designed, free from dangerous or defective conditions, and in tenantable condition, and at the Lessor's sole expense, properly and in a manner customarily accepted by the skilled trades, make all repairs and/or replacements, structural or nonstructural, of whatever nature. The Lessor shall provide inspections and preventive maintenance for heating and cooling systems in accordance with manufacturers' standards and any local codes or ordinances. The Lessor shall have a reasonable period of time, not to exceed thirty (30) days after receipt of a detailed written notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defects may be allowed provided, in the Lessee's discretion, the Lessor proceeds with due diligence both during and after such thirty (30) day period, and the total time period to cure does not exceed ninety (90) days. This provision is cross-referenced in paragraphs 4.2, 5.15, 5.17, and 11.3.

t) A listing of all important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance. These emergency telephone numbers shall be used by the Lessee only after attempting contact with the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. Lessor's failure to provide the emergency telephone numbers or to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of choice.

u) Full replacement value insurance, for the Leased premises identified in paragraphs 2.1 and 2.2, having only standard exclusions, i.e. for acts of war, nuclear disaster, or civil riots.

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

w) A written report, not more than sixty (60) days old from the date of first possession, from the local public fire marshal authority, indicating the Leased premises are approved for occupancy. If a renewal option is exercised, the Lessor shall provide the Lessee with an updated report within sixty (60) days from the beginning date of each renewal period.

x) A legible photocopy of the recorded warranty deed, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased premises, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased premises or affecting title to the lands and Leased premises.

y) A legible photocopy of the current legal entity documents (corporation, partnership, trust, D.B.A., etc.) of the Lessor. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity, in this real estate transaction. 9

z) A legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in paragraph 3.7.

**aa) Deleted, Not Applicable**

bb) Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 451, as amended, MCL 324.16501 et seq.

**cc) Deleted, Not Applicable**

dd) Signage located at all areas of ingress, egress and other conspicuous areas clearly designating "No Smoking" and/or the international "no smoking" symbol in sufficient number to communicate that smoking within the Leased premises is prohibited. If the Leased premises includes both enclosed and unenclosed space, this signage must be located at comparable areas of any enclosed space.

ee) A designated smoking area located outside of the Leased premises at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the Leased premises; a sufficient number of receptacles specifically designed for smoking related trash to accommodate all smokers who work and conduct business in the Leased premises; and disposal of smoking related trash. If the Leased premises includes both enclosed and unenclosed space, the smoking area must be located outside any enclosed space at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the enclosed space.

3.2 - The Lessor warrants that any asbestos contained within the Leased premises has been removed prior to the Lessee taking possession; or if not removed, is present or installed in a manner that will not harm or injure human occupants. The parties agree that the Lessee assumes no liability or responsibility for the presence of asbestos in or on the Leased premises.

3.3 - a) The Lessor covenants that he/she has undertaken an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemptions and defenses available in Sections 20126(1)(c) and 20126(3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), and that the Leased premises, and property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria.

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased premises, the Lessor shall:

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Natural Resources and Environment (MDNRE) of the release or threatened release.

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, et seq. 10

3) Inform the Lessee, the MDNRE, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, the MDNRE, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

c) The Lessor, except as otherwise provided herein, agrees to hold the Lessee harmless and to indemnify the Lessee for any claims brought against the Lessee related to asbestos or the release or threatened release of any hazardous substance on, in or below the Leased premises that may have occurred prior to or after the Lessee's occupancy of the Leased premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Leased premises by the Lessor.

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased premises, except if the release or threatened release is caused solely by the Lessee.

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leases premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee.

**3.5 – Deleted, Not Applicable**

**3.6 – Deleted, Not Applicable**

**3.7 – Deleted, Not Applicable**

3.8 - During the remodeling or construction of the Leased premises, either party may request remodeling or construction changes, for the purposes of economizing, or Lessee program changes. The Lessor shall submit a complete description and itemized cost estimate for prior written approval to the Real Estate Division of the Department of Technology, Management & Budget, prior to performing the work required by the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted. 11



3.9 - Remodeling of the Leased premises required by any existing or future laws, ordinances, or regulations of the city, village, township, county, state, or federal government, or other public building authority, shall be made by the Lessor, at no expense to the Lessee.

3.10 - In the event that less than ten percent (10%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within thirty (30) days notice after the damage or destruction. In the event that between ten percent (10%) and fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within ninety (90) days notice after the damage or destruction. In the event that more than fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall have the option of repairing or reconstructing, or canceling this Lease, which option shall be exercised within ninety (90) days after the damage or destruction. This covenant is cross referenced in Articles IV, V and XI.

3.11 – The Lessor shall not rent or otherwise occupy any adjoining space which is or becomes vacant on the Leased premises known as **1240 Packard Drive**, in the **Township of Howell**, County of **Livingston**, State of Michigan, during the term of this Lease, or any extensions thereof, without first offering for a period of ten (10) days, the space to the Lessee at the Lessee's current rental rate, and under the same terms and conditions found in this Lease.

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

3.13 - The Lessor shall have the right to specify positioning of safes or other concentrated loads, that do not exceed the structural loading capacities, in the floor design layout.

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer.

3.15 – **Deleted, Not Applicable** 12

3.16 - Time extension requests must be submitted in writing to Lessee each month in which the Lessor believes he/she is entitled to more time. Such requests shall detail the length of time extension requested and indicate why the Lessor believes more time is warranted. Lessee will respond to such requests and may extend the timeframe allowed for substantial completion. If no time extension is requested in writing, it will be assumed that no additional time is needed and no timeframe extension will be allowed for that month.

3.17 - The Lessor shall permit the Lessee to display public notifications of applicable public meetings as required by 1976 PA 267, as amended, MCL 15.261 et seq., in public lobby areas of the building wherein the Leased premises are located, in a manner consistent with the decor of the public lobby areas. Any display cases or other means used to display such public notifications shall be at the Lessee's expense.

3.18 - Lessee requires that all newly constructed buildings leased by the State of Michigan shall be designed and constructed in accordance with the Leadership in Energy and Environmental Design (LEED) Green Building Rating System developed by the United States Green Building Council and complies with Energy Star® designation.

3.19 - In all contracts for the construction or renovation of the Leased Premises, the Lessor must include a provision stating that the rates of wages and fringe benefits to be paid to each class of construction mechanics by the Lessor's General Contractor, all of the General Contractor's Subcontractors, and all lower tier Subcontractors shall not be less than the wage and fringe benefit rates issued by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division in its schedule of occupational classification and wage and fringe benefit rates for the locality in which the work is to be performed. "Construction mechanic" means a skilled or unskilled mechanic, laborer, worker, helper, assistant, or apprentice working on the construction or renovation of the Leased Premises but shall not include executive, administrative, professional, office, or custodial employees. The Lessor or the Lessor's General Contractor must keep posted on the construction or renovation site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates and the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, currently 7150 Harris Drive, P.O. Box 30476, Lansing, Michigan 48909-7976, Phone: (517) 322-1825 and a notice that as the intended beneficiaries of 1965 PS 166, as amended, MCL 408.551, et seq., construction mechanics who have not been paid in accordance with the Act may file a claim with the Department of Licensing and Regulatory Affairs. The Lessor or the Lessor's General Contractor must keep an accurate record showing the name and classification of each person performing work on the site, the dates on which work was performed, the hours each person worked on the site, and the actual hourly wages and benefits paid to each person. This record must be made available for inspection by the Department of Technology, Management & Budget and/or the Michigan Department of Licensing and Regulatory Affairs at any time, upon request.

#### **ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS**

4.1 - The Lessee shall furnish:

a) **Deleted, Not Applicable**

b) **Deleted, Not Applicable**

c) **Deleted, Not Applicable** 13

d) **Deleted, Not Applicable**

e) **Deleted, Not Applicable**

f) **Deleted, Not Applicable**

g) Telecommunications system and equipment.

h) Intrusion alarm system monitoring.

i) Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers.

j) **Deleted, Not Applicable**

k) **Deleted, Not Applicable**

4.2 - The Lessee shall give detailed written notice to the Lessor, and if applicable, to the Lessor's mortgagee, of the need for any maintenance which is the obligation of the Lessor pursuant to Article III. This provision is cross referenced in paragraphs 3.1(s), 5.15, and 5.17.

4.3 - a) The Lessee shall have the option to add tenant improvements to the Leased premises during this Lease or any extension at the Lessee's expense. The tenant improvements to the Leased premises shall be and remain the property of the Lessee, and may be removed by the Lessee prior to cancellation or termination of this Lease. In the event the Lessee exercises its option to remove any tenant improvements to the Leased premises under this paragraph upon cancellation or termination of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

b) In the event the Lessee removes any fixtures, finishes, additions, or structures owned by the Lessor, placed in or attached to the Leased premises, upon termination or cancellation of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.5 - Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition", and shall remove all furnishings from the Leased premises. Furnishings remaining in or on the Leased premises after the cancellation or termination effective date shall be considered abandoned property, and the Lessee shall be obligated to pay the Lessor for all reasonable removal costs.

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees. 14

4.7 - In the event the Lessor fails to proceed with repairs necessitated by damage or destruction that is fifty percent (50%) or less, as referenced in paragraph 3.10, the Lessee may proceed, after affording insurance surveyors or adjusters opportunity to inspect the damages, with repairs for the account of and at the expense of the Lessor.

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.9 – The Lessee shall close all windows, skylights, doors, or other exterior openings to the Leased premises, within the control of the Lessee, to avoid possible damage from fire, storms, rain or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the Leased premises shall be unoccupied.

4.10 - The Lessee shall not permit:

a) Bicycles, mopeds, or other vehicles used for personal transportation, to be stored within the Leased premises or other common areas, unless otherwise specifically authorized elsewhere in this Lease, or agreed upon in writing with the Lessor.

b) Any items to be attached to suspended acoustical ceiling grids.

c) Access to any roof or overhang structure, except as under emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises.

## **ARTICLE V - RENT CONSIDERATION**

5.1 - Rent consideration installment payments shall be made during the month for which the installment applies.

5.2 – If the Leased premises are not ready for possession by the date established in paragraphs 2.4 and 3.6, the Lessee shall not be responsible for rent until taking possession, nor shall the Lessee waive any claims to damages which the Lessee may have suffered.

5.3 – The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **April 1, 2011**, through 11:59 p.m. **December 31, 2013**, at the rate of **Two Thousand Ninety One and 00/100 dollars (\$2,091.00)** per year, payable in installments of **One Hundred Seventy Four and 25/100 dollars (\$174.25)** per month.

5.4 – **Deleted, Not Applicable**

5.5 - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **January 1, 2014**, through 11:59 p.m. **August 31, 2015**, at the rate of **Two Thousand Ninety One and 00/100 dollars (\$2,091.00)** per year, payable in installments of **One Hundred Seventy Four and 25/100 dollars (\$174.25)** per month.

5.6- **Deleted, Not Applicable**

5.7 - **Deleted, Not Applicable** 15

**5.8- Deleted, Not Applicable**

**5.9 - Deleted, Not Applicable**

**5.10 - Deleted, Not Applicable**

**5.11 - Deleted, Not Applicable**

**5.12 – Deleted, Not Applicable**

**5.13 - Reserved**

**5.14 - Reserved**

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future rent consideration payments due the Lessor.

5.16 - If the Lessor fails to provide supporting documentation or warranties, as required by Article III, four percent (4%) of the monthly rent consideration shall be held by the Lessee, until the required documentation is provided to the Lessee.

5.17 –The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenable or incapable of such use, the rent shall be reduced in proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI.

5.18 - Any rent consideration prepaid in advance to the Lessor, shall, upon damage or destruction as identified in paragraph 3.10, be repaid by the Lessor to the Lessee, within thirty (30) days of cancellation.

#### **ARTICLE VI - Delete, Not Applicable**

#### **ARTICLE VII - EMINENT DOMAIN/CONDEMNATION**

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased premises described in paragraphs 2.1 and 2.2 by a public agency.

7.2 - If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI. 16

7.3 - If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit.

7.4 - If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost.

#### **ARTICLE VIII - Deleted, Not Applicable**

#### **ARTICLE IX - Deleted, Not Applicable**

#### **ARTICLE X - Deleted, Not Applicable**

#### **ARTICLE XI - CANCELLATION**

11.1 - This Lease may be cancelled by the Lessee during any period of possession if the Lessor is notified in writing at least **sixty (60)** days prior to the effective date of cancellation.

#### **11.2 – Deleted, Not Applicable**

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least **thirty (30)** days prior to the effective date of cancellation and any one of the following occur:

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act).

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III. 17

- c) The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited). This covenant is cross referenced in Article III.
- d) The Leased premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII.
- e) The Lessee's use of the Leased premises is in violation of local adopted ordinance, or recorded deed restrictions.
- f) The Lessee acquires fee title to the Leased premises in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI.
- g) The Lessor fails to maintain the Leased premises in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults.
- h) The Lessor fails to repair or restore the Leased premises for damage specified in paragraph 3.10. This covenant is cross referenced in Articles III, IV, and V.
- i) The Lessor fails to deliver the Leased premises, according to the plans, specifications, and timeframe for remodeling or construction, found in paragraph 3.6.
- j) Damage or destruction, specified in paragraph 3.10, is so extensive as to constitute a total destruction of the Leased premises. This covenant is cross referenced in Articles III, IV and V.  
11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:
  - a) Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises, as referenced in paragraph 3.10. This covenant is cross referenced in Articles III, IV and V.
  - b) The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VII.

**ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS**

12.1 - Any notice to Lessee required by this **Lessee** Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested.

Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

**Lessor**

William Sleight  
  
The County of Livingston  
  
304 East Grand River  
Howell, Michigan 48843

Deborah M. Roberts, Interim Director, Real Estate Division  
Michigan Department of Technology, Management & Budget  
530 West Allegan Street 1st Floor  
Lansing, MI 48933

**CC to Department of Licensing and Regulatory Affairs**

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

David Thomas

The notice shall be deemed effective as of Noon, Eastern Time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12.3 – This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

12.4 - This Lease shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 et seq. (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature.

**12.5 – Deleted, Not Applicable**

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4.

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)). 19





## **SUB-LEASE**

Sub-Lease #11191-2011

between

**The COUNTY OF LIVINGSTON, as Sub-Lessor**

and

**THE STATE OF MICHIGAN, as Sub-Lessee**

### **ARTICLE I - DEFINITIONS**

- 1.1 A.N.S.I.
- 1.2 Cancellation
- 1.3 Construction
- 1.4 Executive
- 1.5 Maintenance
- 1.6 Occupancy
- 1.7 Reserved
- 1.8 Possession
- 1.9 Potable Water
- 1.10 Purpose
- 1.11 Remodel
- 1.12 State Government Managed
- 1.13 State Government Owned
- 1.14 Substantial Completion
- 1.15 Tenatable
- 1.16 Tenant Improvements

### **ARTICLE II - POSSESSION**

- 2.1 Square footage Leased
- 2.2 Location of Leased premises
- 2.3 Early possession
- 2.4 Initial term of possession
- 2.5 First renewal option
- 2.6 Second renewal option
- 2.7 Deleted, Not Applicable
- 2.8 Deleted, Not Applicable
- 2.9 Ninety-day holdover
- 2.10 Assignment/sublet
- 2.11 Quiet enjoyment
- 2.12 Lessor access to Leased premises
- 2.13 Lessor provides equivalent premises

### **ARTICLE III - LESSOR OBLIGATIONS**

- 3.1 Lessor obligations
- 3.2 Asbestos
- 3.3 Toxic, hazardous, injurious substances
- 3.4 Defense against claims
- 3.5 Commence remodeling or construction
- 3.6 Complete remodeling or construction
- 3.7 Standards and specifications
- 3.8 Construction change orders
- 3.9 Remodeling required by future law
- 3.10 Damage to Leased premises
- 3.11 First right of refusal for adjacent
- 3.12 Discrimination prohibited
- 3.13 Structural loading
- 3.14 Notice of Ownership Transfer
- 3.15 Year 2000
- 3.16 Time Extension
- 3.17 Public Notifications
- 3.18 Energy Efficiency
- 3.19 Prevailing Wage

### **ARTICLE IV LESSEE OBLIGATIONS, DUTIES, AND OPTIONS**

- 4.1 Lessee obligations
- 4.2 Notification to maintain and repair
- 4.3 Lessee option to add/remove improvements
- 4.4 Quality of improvements by Lessee
- 4.5 Move-out condition
- 4.6 Payment for sign ordinance variances
- 4.7 Lessee repairs for damage
- 4.8 Recording of lease
- 4.9 Protection of Leased premises by Lessee
- 4.10 Lessee prohibited conduct

**ARTICLE V - RENT CONSIDERATION**

- 5.1 Frequency of rent payment
- 5.2 Late possession - no rent
- 5.3 Rent during initial term
- 5.4 Mid Term Rent Increase
- 5.5 Rent during 1st renewal option
- 5.6 Consumer Price Index increases
- 5.7 Rent adjustment for operating expenses
- 5.8 Rent adjustment for real property taxes
- 5.9 Real property tax exemptions
- 5.10 Real property tax assessment appeals
- 5.11 Waiver of rent adjustments
- 5.12 Remodeling/get-ready costs
- 5.13 Reserved
- 5.14 Reserved
- 5.15 Remodeling/maintenance costs deduct
- 5.16 Rent reduced for documentation
- 5.17 Rent abated for untenable premises
- 5.18 Prepaid rent refunded upon damage

**ARTICLE VI - STATE OPTION TO PURCHASE**

- 6.1 Definition of seller
- 6.2 Exclusive right to purchase
- 6.3 Duration of option
- 6.4 Written notice
- 6.5 Purchase price
- 6.6 Appraiser qualifications
- 6.7 Payment of appraisals
- 6.8 Encumbrances considered
- 6.9 Delivery of title insurance
- 6.10 Objection to title and cure
- 6.11 Restrictions, termination of option
- 6.12 Removal of title defects
- 6.13 Transfer of title free and clear
- 6.14 Lessee delivery of purchase price payment
- 6.15 Title free of other possessory interest
- 6.16 Seller payment for transfer tax
- 6.17 Payment for recording documents
- 6.18 Real Property Tax Adjustment
- 6.19 Waste to Leased premises
- 6.20 Reserved
- 6.21 Toxic, hazardous, or injurious substances

**ARTICLE VII  
EMINENT DOMAIN/CONDEMNATION**

- 7.1 Lessor to notify Lessee
- 7.2 Whole taking, rents prorated
- 7.3 Taking
- 7.4 Lessor option to terminate
- 7.5 Award of damages

**ARTICLE VIII - ESTOPPEL**

- 8.1 Timeliness, Lessee obligations

**ARTICLE IX  
MANAGEMENT AGREEMENT  
Reserved**

**ARTICLE X - LESSOR'S MORTGAGEE**

- 10.1 Identification of Lessor's mortgagee
- 10.2 Disclosure of mortgagees, nondisturbance
- 10.3 Mortgagee right to cure defaults
- 10.4 Attornment

**ARTICLE XI - CANCELLATION**

- 11.1 Cancellation by Lessee
- 11.2 Cancellation by Lessee
- 11.3 Cancellation by Lessee
- 11.4 Cancellation by Lessor

**ARTICLE XII  
NOTICE, APPLICATION, AND APPROVALS**

- 12.1 Notice mailing addresses and delivery
- 12.2 Application of laws
- 12.3 Binding application
- 12.4 State government approvals required
- 12.5 Supercede and cancellation
- 12.6 Severability
- 12.7 Entire agreement and enclosures
- 12.8 Electronic Funds Transfer



## SUBLEASE

Sub-Lease #11191-2011

between

THE COUNTY OF LIVINGSTON, as Sub-Lessor  
A Michigan Municipal Corporation And Political Subdivision

and

THE STATE OF MICHIGAN, as SubLessee

THIS SUBLEASE, hereinafter referred to as Lease, is entered into by **The County Of Livingston**, as Sublessor, hereinafter referred to as Lessor, whose address is **304 East Grand River, Howell, Michigan 48843**, and the State of Michigan by the Department of Technology, Management & Budget for the Department of **Licensing and Regulatory Affairs (LARA)**, as Sublessee, hereinafter referred to as Lessee.

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

### ARTICLE I - DEFINITIONS

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease.

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased premises, where none existed prior.

1.4 - Executive: An Executive Order of the Governor pursuant to the Constitution 1963, Article 5, § 2 and 20, or a decision by the Director of the Department of Technology, Management & Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered.

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto.

1.6 - Occupancy: Actual physical presence by the Lessee in the Leased premises.

1.7 - **Reserved**

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraphs 3.1(z) and 3.7.

1.9 - Potable water: Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to the requirements of the Public Health Service Drinking Water Standards or the regulations of the public health authority having jurisdiction.

1.10 - Purpose: The purpose for this Lease is **office** space use for the department or agency mentioned in the Lease in the specific geographic location described in paragraph 2.2 of the Lease.

1.11 - Remodel: Includes alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems within the Leased premises. Remodeling does not include enlarging or decreasing of structural or foundation systems, or new construction.

1.12 - State Government Managed: Property management tasks and responsibilities provided or contracted for and managed by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.13 - State Government Owned: Real property fee title to which is held by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.14 – Substantial Completion: The construction work has been completed in accordance with Enclosure C and C-1, to the extent that the Lessee can use or occupy the Leased premises for the use intended, without any outstanding or concurrent work remaining, except as required to complete minor punch list items. The Lessee has the sole discretion to determine whether punch list items are "minor". Prerequisites for substantial completion include (a) receipt by the Lessee of all required operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the Lessor for their intended use, and (c) the Lessee has received all required certifications and/or occupancy approvals from the State and any other political subdivisions having jurisdiction over the work. Receipt of all certificates and/or occupancy approvals in and of itself does not necessarily connote substantial completion.

1.15 -Tenantable: Habitable for the effective conduct of the Lessee's intended business.

1.16 -Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession.

## ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee **150 usable** square feet of space, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased premises, located on the property described in Enclosure "B" also known as **1240 Packard Drive**, in the **Township of Howell**, County of **Livingston**, State of Michigan.

2.3 - If the Leased premises are available for possession by the Lessee prior to the commencement of the term defined in paragraph 2.4, the Lessee, at its sole option, may possess the Leased premises when the same are available. The Lessor shall provide written notice to the Lessee of such availability. For each day of possession prior to commencement of such term, the Lessee shall pay to the Lessor, at the same time that rent consideration for the first month of the regular term of the Lease is due, 1/365 of the initial annual rent consideration set forth in Article V.

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **Two year –Nine months** initial term of possession beginning upon actual possession or at 12:01 a.m. on **April 1, 2011**, and ending at 11:59 p.m. on **December 31, 2013**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly.

2.5 - This Lease may, at the option of the Lessee, be extended for a **One year-Eight months** term beginning at 12:01 a.m. on **January 1, 2014**, and ending at 11:59 p.m. on **August 31, 2015**, provided notice be given in writing to the Lessor **sixty (60)** days before this Lease or extension expires.

2.6 - **Deleted, Not Applicable**

2.7 - **Deleted, Not Applicable**

2.8 - **Deleted, Not Applicable**

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased premises for the period specified in the notice, not to exceed three months. The Lessee shall pay the Lessor for each month or part of a month a sum equal to 1/12 of the annual rent consideration set forth in Article V.

2.10 - The Lessee may assign this Lease or may sublet the Leased premises in whole or in part, with prior written consent of the Lessor, which shall not be unreasonably withheld. The Lessee, through its Department of Technology, Management & Budget may assign or reassign any or all of the Leased premises to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the Lessor.

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension.

2.12 - The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required under Article III.

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease.

### **ARTICLE III - LESSOR OBLIGATIONS**

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following:

a) Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68°F to 78°F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors.

b) Electrical power distribution system throughout the Leased premises, for the operation of all business machinery and equipment.

c) Natural and/or artificial interior illumination that provides a minimum **50** foot-candles, measured at desk level, at all times, throughout the Leased premises. Artificial illumination shall be by incandescent or fluorescent lamps, and shall include tubes, bulbs, starters, ballasts, and fuses used inside the illumination fixture, and the replacement thereof for the Leased premises and common areas.

d) Domestic plumbing system to restrooms and break rooms capable of supplying hot and cold water, and removing sanitary waste water. Hot water delivery shall be not more than 120°F and not less than 110°F, measured at the tap.

e) Potable water shall meet the requirement of the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 et seq.

f) Metered utility costs for electricity, natural gas, water, sewerage, steam, fuel oil, or coal.

g) Adequate roof, vertical, and foundation thermal insulation in accordance with applicable codes.

h) Complete moisture protection from all exterior weather sources, on all sides, floors, and roof of the Leased premises.

i) Sound attenuation between any mechanical system or other tenant in the premises and the Leased premises, which provides not greater than 45dbA sound level readings, under conditions with all Lessee business equipment shut down.

j) Vibration isolation between any mechanical, plumbing, electrical, or other building system attached to and a part of the Leased premises.

k) Any equipment, portable or fixed, including alarm notification systems, required by the local public fire marshal authority.

l) Commercial grade, heavy-duty locking hardware.

Prior to Lessee possession, all doors providing access to the Leased premises shall be rekeyed and **two (2)** keys per lock combination shall be provided to the Lessee.

m) Pest control, including but not limited to: insects, rodents, flying animals, etc. Spraying must be performed after business hours or on weekends.

n) Trash removal from office wastebaskets, dumpsters, or equivalent containers.

o) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance, de-icing, and snow removal. Snow removal is required anytime the accumulated depth is 2" or more, 24 hours after the most recent snowfall, and there shall be a clear path from the handicapper motor vehicle parking spaces to the barrier free entrances.

p) Janitorial supplies, equipment, personnel, and supervision to provide cleaning services as described in Enclosure "**F**".

In the event the janitorial service provided by the Lessor is not satisfactory to a reasonable industry standard, the Lessee may provide janitorial service as described above and the Lessee's rent will then be reduced by the actual per square foot cost plus a 15% administrative fee per occurrence.

q) Paved, striped, illuminated, and common motor vehicle parking on the Leased premises, for **3** motor vehicles, including overnight parking for state-owned motor vehicles. The striping on the parking lot shall be repainted **Once** during the lease period in the summer by the Lessor. Illumination shall be not less than 2 foot-candles, with a uniformity not greater than 4 to 1, measured on the parking surface. The Lessor shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this exterior illumination.

r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited).

s) Complete maintenance of the Leased premises, except for any obligations expressly undertaken by the Lessee set forth in Article IV. The Lessor shall keep the Leased premises in good repair, and able to perform and operate as designed, free from dangerous or defective conditions, and in tenantable condition, and at the Lessor's sole expense, properly and in a manner customarily accepted by the skilled trades, make all repairs and/or replacements, structural or nonstructural, of whatever nature. The Lessor shall provide inspections and preventive maintenance for heating and cooling systems in accordance with manufacturers' standards and any local codes or ordinances. The Lessor shall have a reasonable period of time, not to exceed thirty (30) days after receipt of a detailed written notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defects may be allowed provided, in the Lessee's discretion, the Lessor proceeds with due diligence both during and after such thirty (30) day period, and the total time period to cure does not exceed ninety (90) days. This provision is cross-referenced in paragraphs 4.2, 5.15, 5.17, and 11.3.

t) A listing of all important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance. These emergency telephone numbers shall be used by the Lessee only after attempting contact with the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. Lessor's failure to provide the emergency telephone numbers or to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of choice.

u) Full replacement value insurance, for the Leased premises identified in paragraphs 2.1 and 2.2, having only standard exclusions, i.e. for acts of war, nuclear disaster, or civil riots.

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

w) A written report, not more than sixty (60) days old from the date of first possession, from the local public fire marshal authority, indicating the Leased premises are approved for occupancy. If a renewal option is exercised, the Lessor shall provide the Lessee with an updated report within sixty (60) days from the beginning date of each renewal period.

x) A legible photocopy of the recorded warranty deed, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased premises, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased premises or affecting title to the lands and Leased premises.

y) A legible photocopy of the current legal entity documents (corporation, partnership, trust, D.B.A., etc.) of the Lessor. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity, in this real estate transaction.



z) A legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in paragraph 3.7.

**aa) Deleted, Not Applicable**

bb) Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 451, as amended, MCL 324.16501 et seq.

**cc) Deleted, Not Applicable**

dd) Signage located at all areas of ingress, egress and other conspicuous areas clearly designating "No Smoking" and/or the international "no smoking" symbol in sufficient number to communicate that smoking within the Leased premises is prohibited. If the Leased premises includes both enclosed and unenclosed space, this signage must be located at comparable areas of any enclosed space.

ee) A designated smoking area located outside of the Leased premises at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the Leased premises; a sufficient number of receptacles specifically designed for smoking related trash to accommodate all smokers who work and conduct business in the Leased premises; and disposal of smoking related trash. If the Leased premises includes both enclosed and unenclosed space, the smoking area must be located outside any enclosed space at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the enclosed space.

3.2 - The Lessor warrants that any asbestos contained within the Leased premises has been removed prior to the Lessee taking possession; or if not removed, is present or installed in a manner that will not harm or injure human occupants. The parties agree that the Lessee assumes no liability or responsibility for the presence of asbestos in or on the Leased premises.

3.3 - a) The Lessor covenants that he/she has undertaken an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemptions and defenses available in Sections 20126(1)(c) and 20126(3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), and that the Leased premises, and property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria.

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased premises, the Lessor shall:

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Natural Resources and Environment (MDNRE) of the release or threatened release.

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, et seq.

3) Inform the Lessee, the MDNRE, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, the MDNRE, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

c) The Lessor, except as otherwise provided herein, agrees to hold the Lessee harmless and to indemnify the Lessee for any claims brought against the Lessee related to asbestos or the release or threatened release of any hazardous substance on, in or below the Leased premises that may have occurred prior to or after the Lessee's occupancy of the Leased premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Leased premises by the Lessor.

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased premises, except if the release or threatened release is caused solely by the Lessee.

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leases premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee.

**3.5 – Deleted, Not Applicable**

**3.6 – Deleted, Not Applicable**

**3.7 – Deleted, Not Applicable**

3.8 - During the remodeling or construction of the Leased premises, either party may request remodeling or construction changes, for the purposes of economizing, or Lessee program changes. The Lessor shall submit a complete description and itemized cost estimate for prior written approval to the Real Estate Division of the Department of Technology, Management & Budget, prior to performing the work required by the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted.

3.9 - Remodeling of the Leased premises required by any existing or future laws, ordinances, or regulations of the city, village, township, county, state, or federal government, or other public building authority, shall be made by the Lessor, at no expense to the Lessee.

3.10 - In the event that less than ten percent (10%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within thirty (30) days notice after the damage or destruction. In the event that between ten percent (10%) and fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within ninety (90) days notice after the damage or destruction. In the event that more than fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall have the option of repairing or reconstructing, or canceling this Lease, which option shall be exercised within ninety (90) days after the damage or destruction. This covenant is cross referenced in Articles IV, V and XI.

3.11 – The Lessor shall not rent or otherwise occupy any adjoining space which is or becomes vacant on the Leased premises known as **1240 Packard Drive**, in the **Township of Howell**, County of **Livingston**, State of Michigan, during the term of this Lease, or any extensions thereof, without first offering for a period of ten (10) days, the space to the Lessee at the Lessee's current rental rate, and under the same terms and conditions found in this Lease.

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

3.13 - The Lessor shall have the right to specify positioning of safes or other concentrated loads, that do not exceed the structural loading capacities, in the floor design layout.

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer.

3.15 – **Deleted, Not Applicable**

3.16 - Time extension requests must be submitted in writing to Lessee each month in which the Lessor believes he/she is entitled to more time. Such requests shall detail the length of time extension requested and indicate why the Lessor believes more time is warranted. Lessee will respond to such requests and may extend the timeframe allowed for substantial completion. If no time extension is requested in writing, it will be assumed that no additional time is needed and no timeframe extension will be allowed for that month.

3.17 - The Lessor shall permit the Lessee to display public notifications of applicable public meetings as required by 1976 PA 267, as amended, MCL 15.261 et seq., in public lobby areas of the building wherein the Leased premises are located, in a manner consistent with the decor of the public lobby areas. Any display cases or other means used to display such public notifications shall be at the Lessee's expense.

3.18 - Lessee requires that all newly constructed buildings leased by the State of Michigan shall be designed and constructed in accordance with the Leadership in Energy and Environmental Design (LEED) Green Building Rating System developed by the United States Green Building Council and complies with Energy Star<sup>®</sup> designation.

3.19 - In all contracts for the construction or renovation of the Leased Premises, the Lessor must include a provision stating that the rates of wages and fringe benefits to be paid to each class of construction mechanics by the Lessor's General Contractor, all of the General Contractor's Subcontractors, and all lower tier Subcontractors shall not be less than the wage and fringe benefit rates issued by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division in its schedule of occupational classification and wage and fringe benefit rates for the locality in which the work is to be performed. "Construction mechanic" means a skilled or unskilled mechanic, laborer, worker, helper, assistant, or apprentice working on the construction or renovation of the Leased Premises but shall not include executive, administrative, professional, office, or custodial employees. The Lessor or the Lessor's General Contractor must keep posted on the construction or renovation site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates and the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, currently 7150 Harris Drive, P.O. Box 30476, Lansing, Michigan 48909-7976, Phone: (517) 322-1825 and a notice that as the intended beneficiaries of 1965 PS 166, as amended, MCL 408.551, et seq., construction mechanics who have not been paid in accordance with the Act may file a claim with the Department of Licensing and Regulatory Affairs. The Lessor or the Lessor's General Contractor must keep an accurate record showing the name and classification of each person performing work on the site, the dates on which work was performed, the hours each person worked on the site, and the actual hourly wages and benefits paid to each person. This record must be made available for inspection by the Department of Technology, Management & Budget and/or the Michigan Department of Licensing and Regulatory Affairs at any time, upon request.

#### **ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS**

4.1 - The Lessee shall furnish:

- a) **Deleted, Not Applicable**
- b) **Deleted, Not Applicable**
- c) **Deleted, Not Applicable**

d) **Deleted, Not Applicable**

e) **Deleted, Not Applicable**

f) **Deleted, Not Applicable**

g) Telecommunications system and equipment.

h) Intrusion alarm system monitoring.

i) Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers.

j) **Deleted, Not Applicable**

k) **Deleted, Not Applicable**

4.2 - The Lessee shall give detailed written notice to the Lessor, and if applicable, to the Lessor's mortgagee, of the need for any maintenance which is the obligation of the Lessor pursuant to Article III. This provision is cross referenced in paragraphs 3.1(s), 5.15, and 5.17.

4.3 - a) The Lessee shall have the option to add tenant improvements to the Leased premises during this Lease or any extension at the Lessee's expense. The tenant improvements to the Leased premises shall be and remain the property of the Lessee, and may be removed by the Lessee prior to cancellation or termination of this Lease. In the event the Lessee exercises its option to remove any tenant improvements to the Leased premises under this paragraph upon cancellation or termination of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

b) In the event the Lessee removes any fixtures, finishes, additions, or structures owned by the Lessor, placed in or attached to the Leased premises, upon termination or cancellation of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.5 - Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition", and shall remove all furnishings from the Leased premises. Furnishings remaining in or on the Leased premises after the cancellation or termination effective date shall be considered abandoned property, and the Lessee shall be obligated to pay the Lessor for all reasonable removal costs.

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees.

4.7 - In the event the Lessor fails to proceed with repairs necessitated by damage or destruction that is fifty percent (50%) or less, as referenced in paragraph 3.10, the Lessee may proceed, after affording insurance surveyors or adjusters opportunity to inspect the damages, with repairs for the account of and at the expense of the Lessor.

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.9 – The Lessee shall close all windows, skylights, doors, or other exterior openings to the Leased premises, within the control of the Lessee, to avoid possible damage from fire, storms, rain or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the Leased premises shall be unoccupied.

4.10 - The Lessee shall not permit:

a) Bicycles, mopeds, or other vehicles used for personal transportation, to be stored within the Leased premises or other common areas, unless otherwise specifically authorized elsewhere in this Lease, or agreed upon in writing with the Lessor.

b) Any items to be attached to suspended acoustical ceiling grids.

c) Access to any roof or overhang structure, except as under emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises.

## **ARTICLE V - RENT CONSIDERATION**

5.1 - Rent consideration installment payments shall be made during the month for which the installment applies.

5.2 – If the Leased premises are not ready for possession by the date established in paragraphs 2.4 and 3.6, the Lessee shall not be responsible for rent until taking possession, nor shall the Lessee waive any claims to damages which the Lessee may have suffered.

5.3 – The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **April 1, 2011**, through 11:59 p.m. **December 31, 2013**, at the rate of **Two Thousand Ninety One and 00/100 dollars (\$2,091.00)** per year, payable in installments of **One Hundred Seventy Four and 25/100 dollars (\$174.25)** per month.

**5.4 – Deleted, Not Applicable**

5.5 - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **January 1, 2014**, through 11:59 p.m. **August 31, 2015**, at the rate of **Two Thousand Ninety One and 00/100 dollars (\$2,091.00)** per year, payable in installments of **One Hundred Seventy Four and 25/100 dollars (\$174.25)** per month.

**5.6- Deleted, Not Applicable**

**5.7 - Deleted, Not Applicable**

**5.8- Deleted, Not Applicable**

**5.9 - Deleted, Not Applicable**

**5.10 - Deleted, Not Applicable**

**5.11 - Deleted, Not Applicable**

**5.12 – Deleted, Not Applicable**

**5.13 - Reserved**

**5.14 - Reserved**

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future rent consideration payments due the Lessor.

5.16 - If the Lessor fails to provide supporting documentation or warranties, as required by Article III, four percent (4%) of the monthly rent consideration shall be held by the Lessee, until the required documentation is provided to the Lessee.

5.17 –The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenable or incapable of such use, the rent shall be reduced in proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI.

5.18 - Any rent consideration prepaid in advance to the Lessor, shall, upon damage or destruction as identified in paragraph 3.10, be repaid by the Lessor to the Lessee, within thirty (30) days of cancellation.

## **ARTICLE VI - Delete, Not Applicable**

## **ARTICLE VII - EMINENT DOMAIN/CONDEMNATION**

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased premises described in paragraphs 2.1 and 2.2 by a public agency.

7.2 - If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI.

7.3 - If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit.

7.4 - If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost.

**ARTICLE VIII - Deleted, Not Applicable**

**ARTICLE IX - Deleted, Not Applicable**

**ARTICLE X - Deleted, Not Applicable**

**ARTICLE XI - CANCELLATION**

11.1 - This Lease may be cancelled by the Lessee during any period of possession if the Lessor is notified in writing at least **sixty (60)** days prior to the effective date of cancellation.

**11.2 – Deleted, Not Applicable**

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least **thirty (30)** days prior to the effective date of cancellation and any one of the following occur:

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (Employers Engaging in Unfair Labor Practices Act).

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III.



c) The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 et seq. (Utilization of Public Facilities by Physically Limited). This covenant is cross referenced in Article III.

d) The Leased premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII.

e) The Lessee's use of the Leased premises is in violation of local adopted ordinance, or recorded deed restrictions.

f) The Lessee acquires fee title to the Leased premises in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI.

g) The Lessor fails to maintain the Leased premises in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults.

h) The Lessor fails to repair or restore the Leased premises for damage specified in paragraph 3.10. This covenant is cross referenced in Articles III, IV, and V.

i) The Lessor fails to deliver the Leased premises, according to the plans, specifications, and timeframe for remodeling or construction, found in paragraph 3.6.

j) Damage or destruction, specified in paragraph 3.10, is so extensive as to constitute a total destruction of the Leased premises. This covenant is cross referenced in Articles III, IV and V.

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

a) Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises, as referenced in paragraph 3.10. This covenant is cross referenced in Articles III, IV and V.

b) The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VII.

## ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

<b>Lessor</b>	<b>Lessee</b>
William Sleight	Deborah M. Roberts, Interim Director, Real Estate Division
The County of Livingston	Michigan Department of Technology, Management & Budget
304 East Grand River	530 West Allegan Street 1 <sup>st</sup> Floor
Howell, Michigan 48843	Lansing, MI 48933
	<b>CC to Department of Licensing and Regulatory Affairs</b>
E-mail: <a href="mailto:wsleight@co.livingston.mi.us">wsleight@co.livingston.mi.us</a>	David Thomas

Telephone: 517-552-2100	Department of Licensing and Regulatory Affairs
Fax: 517-546-2353	641 Ottawa Bldg 4 <sup>th</sup> Floor
	Lansing, MI 48909-7504

The notice shall be deemed effective as of Noon, Eastern Time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12.3 – This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

12.4 - This Lease shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 et seq. (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature.

**12.5 – Deleted, Not Applicable**

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4.

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the Contract & Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

\*\*\*\*\*

Enclosure "A" - 1 page(s), floor plan(s)/site plan

Enclosure "B" - 1 page(s), legal description

Enclosure "C" - **Deleted, Not Applicable**

Enclosure "C-1" - **Deleted, Not Applicable**

Enclosure "D" - **Deleted, Not Applicable**

Enclosure "E" - **Deleted, Not Applicable**

Enclosure "F" - 1 page(s), janitorial schedule

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor:

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Print Name:

Title:

State of Michigan, County of \_\_\_\_\_.

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,

2011, by \_\_\_\_\_,  
Type or print name(s) of person(s) signing this document

the \_\_\_\_\_ for the \_\_\_\_\_,

of \_\_\_\_\_, Michigan Municipal Corporation.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Department of Licensing and Regulatory Affairs

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Print Name:  
Title:

State of Michigan, County of \_\_\_\_\_.

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2011, by \_\_\_\_\_,  
Type or print name(s) of person(s) signing this document

the \_\_\_\_\_, for the Michigan Department of Licensing and  
Regulatory Affairs.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

\_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Deborah M. Roberts  
Interim Director, Real Estate Division  
Department of Technology, Management & Budget

State of Michigan, County of Ingham

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Deborah M. Roberts, Interim Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

This Lease has been approved as to legal form by the Michigan Attorney General \_\_\_\_\_

This Lease was approved by the Michigan State Administrative Board on

Item #

Form Updated: 10-19-2010

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

---

**RESOLUTION AUTHORIZING THE ISSUANCE OF A BLANKET PURCHASE ORDER FOR THE PURCHASE OF AMMUNITION – Sheriff’s Department/Purchasing**

WHEREAS, the Sheriff’s Department has a need for ammunition for target and service needs; and

WHEREAS, because of the long lead times for ammunition, we have researched different manufacturer’s specs and ballistics which will meet the same standards for target and services needs.

WHEREAS, per the Purchasing Policy, a competitive bid process was performed and the solicitation was posted on the MITN e-procurement site which 30 vendors were notified; and

WHEREAS, Purchasing received two bid responses, in which, Michigan Police Equipment of Charlotte was the most responsive responsible bidder; and

WHEREAS, After review of the both bids, we recommend a Blanket Purchase Order to Michigan Police Equipment of Charlotte, Michigan in an amount not exceed \$47,205.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a Blanket Purchase Order for the amount not to exceed \$47,205.00 for ammunition purchases to Michigan Police Equipment of Charlotte, Michigan.

#

#

#

MOVED

SECONDED:

CARRIED:

Vendor: Michigan Police Equipment									CMP Distributors		
QTY	U/M	DESCRIPTION	EACH PRICE	EXTENDED PRICE	Delivery Lead Time in Calendar Days	EACH PRICE	EXTENDED PRICE	Delivery Lead Time in Calendar Days			
70000	Rnds	.45 ACP Caliber Pistol, 230 grain FMJ <i>Brand Name/Part Number:</i> _____	<b>Remington L45AP4</b>		3-30/Days	<b>Federal AE45A</b>			30-60/Days		
			\$0.254	\$ 17,780.00		\$ 0.2375	\$ 16,625.00				
5000	Rnds	.45 ACP, +P 230 grain TAP CQ Pistol, <b>Approved Brand: Hornady +P TAP CQ #90955--No Substitutions</b>	\$0.560	\$ 2,800.00	3-30/Days	<b>No Bid</b>					
10000	Rnds	.40 S&W Caliber Pistol, 180 grain FMJ <i>Brand Name/Part Number:</i> _____	<b>Remington L40SW3</b>		3-30/Days	<b>Federal AE40R1 Or Speer 53652</b>			30-60/Days		
			\$0.200	\$ 2,000.00		\$ 0.18544	\$ 1,854.40				
4000	Rnds	.40 S&W Caliber Pistol, 180 grain TAP CQ, <b>Approved Brand: Hornady 180 grain TAP CQ #91365--No Substitutions</b>	\$0.500	\$ 2,000.00	3-30/Days	<b>No Bid</b>					
2000	Rnds	12 ga. 8 Pellet, 00 buckshot 2 3/4 <b>Approved Brand: Hornady TAP Light Magnum 00 Buck Hornady #86275--No Substitutions</b>	\$0.480	\$ 960.00	/Days	\$ 0.3740	\$ 748.00	15-30/Days			(Sub: Federal LE1330BK)
2000	Rnds	12 ga., 1 oz Rifled slug, 2 3/4 . <b>Approved Brand: Remington Slugger Rifled Slug #S12SRS --No Substitutions</b>	\$0.770	\$ 1,540.00	3-30/Days	\$ 0.412	\$ 824.00	15-30/Days			(Sub: Federal LEB127LRS)
15000	Rnds	(WAS) .223 Caliber Rifle, 62 grain -75 grain FMJ bullet <i>Brand Name/Part Number:</i> _____									
10000	Rnds	(NOW) .223 Caliber Rifle, 60 grain FMJ bullet <i>Brand Name/Part Number:</i> _____	<b>Fiocchi 223C 62 Grain Full Metal Jacket Boat Tail</b>		30/Days	<b>Federal AE223, 55 grain</b>			30-60/Days		
			\$0.322	\$ 3,220.00		\$ 0.2978	\$ 2,978.00				
5000	Rnds	(NEW) .223 Caliber Rifle, Hornady TAP 60 grain; Approved Brand: Hornady URBAN #83286 - <b>No Substitutions</b>	\$0.525	\$ 2,625.00	60/Days	<b>Federal T223F</b>			30-60/Days		
					\$ 0.690	\$ 3,450.00					
10000	Rnds	(NEW) .223 Caliber Rifle, 75 grain FMJ bullet <i>Brand Name/Part Number:</i> _____	<b>Hornaday 9760EL</b>		60/Days	<b>No Bid</b>					
			\$0.525	\$ 5,250.00							
7000	Rnds	5.56 NATO 75 grain BTHP <b>Approved Brand: Hornady 5.56 NATO 75 grain BTHP T2 TAP #8126N - No Substitutions</b>	\$0.495	\$ 3,465.00	3-30/Days	<b>No Bid</b>					
3000	Rnds	.308 Caliber Rifle, 165 grain - 180 grain bullet <i>Brand Name/Part Number:</i> _____	<b>Remington L308W4</b>		3-30/Days	<b>Federal AE308A</b>			30-45/Days		
			\$0.485	\$ 1,455.00		\$ 0.4976	\$ 1,492.80				
3000	Rnds	.308 165 grain - 168 grain TAP <b>Approved Brand: Hornady TAP #80985; #80995; #80975; #80965 - No Substitutions</b> <i>* = Reference pricing for part number 80985 on MPE Pricing Page.</i>	<b>Part #: 80975; 80995; 80965*</b>		3-30/Days	<b>No Bid</b>					
			\$0.785	\$ 2,355.00							





# LIVINGSTON COUNTY PURCHASE ORDER

Central Purchasing  
 304 E. Grand River, Ste.204, Howell, MI 48843  
 Phone: (517) 540-8741 Fax: (517) 546-7266

Purchase Order Number

Ship Via	Delivery Date	Terms	Fund/Dept	Line Item	Date
THEIR TRUCK	20 DAYS ARO	NET 30 DAYS	101-301; 101-350; 266-301	747.052; 746.052; 744.050; 747.000	1-Jun-2011

<b>ISSUED TO:</b> MICHIGAN POLICE EQUIPMENT COMPANY 6521 LANSING RD. CHARLOTTE, MI 48813 ATTN: SENA LOSETH 517.322.0443 Fax 517.322.0491	<b>SHIP TO &amp; BILL TO:</b> LIVINGSTON COUNTY SHERIFF DEPARTMENT 150 S. HIGHLANDER WAY HOWELL, MI. 48843 <i>For more information contact:</i> Sgt. Robert Marshall #257 517.540.7912 <a href="mailto:RMarshall@co.livingston.mi.us">RMarshall@co.livingston.mi.us</a>
--	---

QTY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
70000	Rnds		.45 ACP Caliber Pistol, 230 grain FMJ <b>Remington L45AP4</b>	\$0.254	\$17,780.00
7000	Rnds		.45 ACP, +P 230 grain TAP CQ Pistol, <b>Approved Brand: Hornady +P TAP CQ #90955--No Substitutions</b>	\$0.560	\$3,920.00
10000	Rnds		.40 S&W Caliber Pistol, 180 grain FMJ <b>Remington L40SW3</b>	\$0.200	\$2,000.00
4000	Rnds		.40 S&W Caliber Pistol, 180 grain TAP CQ, <b>Approved Brand: Hornady 180 grain TAP CQ #91365--No Substitutions</b>	\$0.500	\$2,000.00
2000	Rnds		12 ga. 8 Pellet, 00 buckshot 2 3/4 <b>Approved Brand: Hornady TAP Light Magnum 00 Buck Hornady #86275--No Substitutions</b>	\$0.480	\$960.00
2000	Rnds		12 ga., 1 oz Rifled slug, 2 3/4 . <b>Approved Brand: Remington Slugger Rifled Slug #S12SRS --No Substitutions</b>	\$0.770	\$1,540.00
10000	Rnds		.223 Caliber Rifle, 62 grain FMJ bullet <b>Fiocchi 223C</b>	\$0.322	\$3,220.00
5000	Rnds		.223 Caliber Rifle, <b>Hornady TAP Urban 60 grain #83286</b>	\$0.525	\$2,625.00
15000	Rnds		.223 Caliber Rifle 75 grain FMJ <b>Hornady #9760EL</b>	\$0.277	\$4,155.00
7000	Rnds		5.56 NATO 75 grain BTHP <b>Approved Brand: Hornady 5.56 NATO 75 grain BTHP T2 TAP #8126N--No Substitutions</b>	\$0.495	\$3,465.00
4000	Rnds		.308 168 grain TAP <b>Approved Brand: Hornady TAP #80965</b>	\$0.785	\$3,140.00
2000	Rnds		.308 165 grain TAP <b>Approved Brand: Hornady TAP #80985</b>	\$1.200	\$2,400.00

This order is exempt from sales & use tax Exemption No. 38-6005819	SHIPPING/FREIGHT	
	TOTAL	\$47,205.00

<b>INSTRUCTIONS TO THE VENDOR:</b> 1. PO# must appear on all invoices, packing slips and correspondence. 2. Send invoice to department placing order. 3. By accepting this PO, the seller agrees to the terms and conditions on the front and reverse sides hereof. 4. Seller agrees to provide applicable material safety data sheets as required by law. 5. Deliver all items to department indicated. 6. Vendor carries all risk of loss and/or damage to items ordered occurring prior to their delivery to acceptance by the department indicated.	Department Authorization	Date
	Purchasing Authorization	Date
	Must have purchasing authorization if over \$1,000.00.	



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

---

150 S Highlander Way  
Phone 517 546-2440

## Memorandum

**To:** Livingston County Board of Commissioners  
**From:** Sgt. Robert Marshall and Lt. Lynch  
**Date:** June 2, 2011  
**Re:** Resolution authorizing Blanket Purchase Order for Ammunition –  
Sheriff's Department/Purchasing

---

The Sheriff's Department has a need for ammunition for their target and service needs. In the past, the Sheriff has been using a combination the extendable contracts available through the State of Michigan MiDEAL Program, and quoting ammunition which was not available on the MiDEAL contracts.

The lead times for the ammunition have been extremely long and/or unavailable to obtain and substitutions have had to be made to meet the ammunition requirements. This year we have researched different manufacturer's specs and ballistics which will meet the same standards for target and services needs. The ammunition required is not available under the current contract available through the MiDEAL program.

Purchasing performed a competitive bid process and posted on the MITN e-procurement site which 30 vendors were notified and two bids were received and reviewed. The attached tabulation illustrates Michigan Police Equipment was the most responsible responsive bidder. In the past, we have used Federal manufactured ammunition and have not been able to rely that they are readily available after receipt of order. After review of the both bids, we recommend and request that the attached resolution be approved authorizing that a Blanket Purchase Order to Michigan Police Equipment of Charlotte, Michigan in an amount not exceed \$47,205 for ammunition purchases.

Back-up documentation regarding this purchase is available in the Purchasing Office for review. If you have any questions or concerns regarding this matter, please contact Jana Daroczy at 517.540.8740.

**RESOLUTION**

**NO.:**

**LIVINGSTON COUNTY**

**DATE:**

**RESOLUTION AUTHORIZING INCREASED BACKUP POWER GENERATION CAPACITY – DEPARTMENT OF PUBLIC HEALTH**

**WHEREAS,** the Department of Public Health has recognized a need to place additional work area electrical circuits on backup power for emergency preparedness functions; and

**WHEREAS,** Building Services has determined the existing 12 Kilowatt backup power generator does not provide enough capacity to add work area circuits; and

**WHEREAS,** Building Services has determined a 22 Kilowatt backup power generator will provide capacity to add work area circuits; and

**WHEREAS,** Building Services has determined a 22 Kilowatt backup power generator will electrically match the existing infrastructure; and

**WHEREAS,** the Department of Public Health has pre-approval from the Michigan Department of Public Health-Office of Public Health Preparedness to spend identified H1N1 Implementation Funds on said project; and

**WHEREAS,** the Department of Public Health, with consultation from Building Services, has chosen the lowest priced qualified contractor to perform the backup power project; and

**WHEREAS,** the Department of Public Health is requesting authorization to spend the current year budgeted funds from the H1N1 Implementation Fund in the amount of \$12,600.00 to Glover Electric to install the 22 Kilowatt backup power generator.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes a Purchase Order to Glover Electric for removal and replacement of the existing power generator and all necessary wiring, conduit and piping as per RFQ –LC-11-09 fro an amount not to exceed \$ 12,600.00.

# # #

**MOVED:**

**SECONDED:**

**CARRIED:**



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF PUBLIC HEALTH**

---

2300 E. Grand River Suite 102  
Phone: 517-552-6801  
Fax 517-546-6995  
Web Site: lchd.org

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Ted Westmeier**  
**Date: 06-03-11**  
**Re: RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASING  
DEPARTMENT PURCHASE ORDER AUTHORIZING THE BACKUP  
POWER GENERATION ENHANCEMENT PROJECT FOR THE  
DEPARTMENT OF PUBLIC HEALTH**

---

The Department of Public Health has identified a need for a small amount of work area, Conference Room D and restrooms to be backed up in case of extended power outages during an emergency incident. The existing backup power generator supplies enough power for the department's vaccine refrigerators/freezers only.

LCDPH has received approval from the Michigan Department of Community Health – Office of Public Health Preparedness to expend leftover H1N1 implementation funds to install increased backup power generation for this purpose.

LCDPH has issued a RFQ and received three bids. LCDPH and Building Services have identified Glover Electric as the best qualified contractor based on price and experience to implement this project.

LCDPH has budgeted the funds and would like to proceed with this project by having the Board of Commissioners authorize the Purchasing Department to issue a Purchase Order to Glover Electric in the amount of \$12,600.00.

If you have any additional questions or concerns, please do not hesitate to contact me.

RFQ - 11-09  
 East Complex Back-up  
 Generation System

	Crampton Electric	Glover Electric	Newkirk Electric
Labor and any necessary materials for the disconnection of existing generator. Replace or enhance existing concrete pad. Install new Generac Model QT022 - 22kW 60Hz; or equivalent.	\$14,950.00	\$12,600.00	\$23,075.00
Lead time for install after receipt of order	3 days	21 days	30 days
Comments:		1. Includes factory approved startup with one hour load bank test. 2. lead time on generator is 1-2 weeks.	1. Add \$1,775.00 for sound enclosure - delivery 9-10 weeks after release of order 2. New generator must be approved for direct replacement in same location 3. Proposed 25REZG Generator with weather enclosure factory stock

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

---

**RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME CHIEF SUPPORT SPECIALIST POSITION IN THE FRIEND OF THE COURT OFFICE - Friend of the Court**

**WHEREAS,** the position of Chief Support Specialist in the Friend of the Court Office will be vacant on June 20, 2011 upon the retirement of the person currently in that position; and

**WHEREAS,** the Chief Support Specialist position is paramount to the operation of the Friend of the Court Office; and

**WHEREAS,** for purposes of continuity, the Friend of the Court Office would function more efficiently if the resolution to approve the filling of the vacant full time Chief Support Specialist position; and

**WHEREAS,** this position is responsible for child support enforcement and 66% of the total employee cost, including benefits, is reimbursed through the Cooperative Reimbursement Program; and

**WHEREAS,** funding for same is available in the 2011 Friend of the Court Budget; and

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

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the filling of the vacant full time Chief Support Specialist position in the Friend of the Court Office.

#

#

#

**MOVED:**

**SECONDED:**

**CARRIED:**

## REQUEST FOR EXCEPTION TO THE HIRING FREEZE

Request Submitted by: **Melissa Scharrer**

Title of Position to be Filled: **Chief Support Specialist** Salary: **\$40,186 - \$47,995**

Annual Cost of Budgeted Position (incl. fringe benefits and 66% federal reimbursement): **\$21,325**

Projected Cost for the next five years (incl. fringe benefits and 66% federal reimbursement):

**\$106,846**

New Position/Classification (Yes/No): **No**

If No: Name of Employee Last Occupying this Position

**Jane Alexander**

When did the position become vacant? **6/20/11**

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

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

**The Chief Support Specialist role in the Friend of the Court Office is occupied by one person. The position is responsible for the Michigan Child Support Enforcement System's (MiCSES) records for parties who are recipients of public assistance. This includes child care subsidies, Medicaid, Temporary Assistance to Needy Families (TANF), foster care, and other state assistance. The Michigan Department of Human Services, through personnel reductions in their department, continue to impose additional duties upon the Friend of the Court Office and many of these requirements involve public assistance benefits which much be handled by the Chief Support Specialist. This position is also responsible for the records management and disposition of the Federal Tax Offset Program which, due to IRS regulations, must be managed accurately to avoid potential fines and penalties. This position is responsible for coordinating with Friend of the Court Staff and Referees on matters relating to Court Order modification, public assistance cases, and the Federal Tax Offset Program. In addition, with the unique application of the MiCSES program, this position is responsible for conducting audits of accounts when necessary.**

2. Indicate if this is a mandated program/service by citing the act, rule, resolution, order, etc. that has necessitated this work. Also, if mandated, explain what effect this program/service has on current operations. If not mandated, outline the reason(s) for the department providing this task/work.

**Mandated pursuant to Michigan Compiled Laws (MCL): 400.236-240; The Family Support Act, MCL 552.451-459; The Friend of the Court Act, MCL 552.501-528; The**

**Support and Parenting Time Enforcement Act, MCL 552.601-683; The Uniform Interstate Family Support Act, MCL 552.1101-1901; Child Custody Act, MCL 772.21 et seq.; The United States Code of Federal Regulations (CFR); Title IV-D of the Social Security Act of 1976; The Michigan Court Rules (MCR) subchapter 3.200, particularly MCR 3.208-3.221; State Court Administrative Office (SCAO) Memorandum; Michigan Department of Human Services (DHS) IV-D Memorandum; and all other duties assigned or directed by the Chief Circuit Court Judge.**

3. Budgeted department head count for the past five years:  
Jan., 2007: **27**    Jan., 2008: **25**    Jan., 2009: **26**    Jan., 2010: **26.5**    Jan., 2011: **26.5**

Please explain changes:

**On October 1, 2007, when the State of Michigan eliminated funding for a Medical Clerk, the position was eliminated. In addition, we eliminated a File Clerk part-time position to save costs and restructured the duties among the FOC Clerks. In January 2009, in coordination with the Circuit Court Juvenile Division, we were granted funding for an additional Attorney Referee position. The following year, we were granted funding for a part-time Conciliator position.**

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

**Due to the complexities of working with the MiCSES system and the required Friend of the Court statutes, rules, and mandates, it is essential that an applicant have substantial Friend of the Court experience. As this is a Grade Level VII position, it is anticipated that this position would be filled by a current Friend of the Court employee with direct knowledge of the MiCSES system and Friend of the Court procedures. The ideal applicant would have a minimum of five years experience working in a Friend of the Court Office and an education in the accounting field.**

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

**As stated in question #4, due to the complexities of the position and specialized knowledge required, this position is best filled with a current Friend of the Court employee. The question becomes, should authorization be granted to fill the Chief Support Specialist position, and it is filled with a current Friend of the Court employee, could the essential work of the office be done without hiring an additional person? At this time, I cannot answer that question because it is conditioned upon who might apply for the Chief Support Specialist position and what existing position might be vacated and the resulting impact on the operation of the office. While I am always re-examining ways to streamline the Friend of the Court operations, I am reminded of the limitations imposed on us by MiCSES in assigning roles and duties to particular positions for security purposes. For example, a front desk Clerk who accepts a support payment is not allowed to have the authority to change an address in MiCSES. The regulations imposed by MiCSES, while important, nevertheless restrict the scope of cross training opportunities.**



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

**With the limitations imposed by MiCSES and the complexities of this unique position, it would be extremely difficult to reassign the duties among remaining staff. This is a critical position within the Friend of the Court Office and I would have to look at eliminating another position, and the resulting impact upon our mandated duties, rather than have the Chief Support Specialist position vacant. Should this occur, the Friend of the Court office would need to reduce contact with the clients and become even more automated in responding to inquiries.**

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

**Reduced processing of public assistance cases and modifications of Court Orders which can result in delay of benefits and payments to children and families. The Federal Tax Offset program, with the IRS regulations, could impose penalties upon the Friend of the Court office if we are not in compliance with their regulations. Incentive revenue will likely decline as we would not be able to manage our cases as proficiently as before. Incentive revenue is based upon how well we perform our support enforcement duties. On average, we receive about \$230,000 annually in incentive monies.**

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

**Since April 2007, we have operated without a part-time file clerk and re-distributed those duties. Since October 2007, we have operated without a 32 hour per week Medical Clerk and those duties, too, have been re-distributed. When the additional Attorney Referee was hired, no request was made for an additional Referee secretary due to budget realities. Currently, two secretaries serve four Attorney Referees and the Friend of the Court. These two secretaries serve are cross trained to operate the video equipment as well as scheduling and managing the FOC files for hearings. The Referees, Friend of the Court, as well as Custody Investigators all type their own work product.**

**In addition, the FOC is measured regarding their cost effectiveness. In other words, for every dollar spent, how much is collected in support. In Michigan, the average is for every dollar spent, \$5.98 is collected. For the Livingston County FOC, for every dollar spent, \$16.40 is collected, the highest in the State.**

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

**At this point, I am unable to answer this question. Please refer to comments stated in #5.**

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

**See attached Organization Chart. Also, as stated earlier, limitations imposed by MiCSES, due to security safeguards, restrict workforce availability for performing mandated services.**

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

**Each County enters into a contract with the Michigan Department of Human Services to perform child support enforcement in accordance with State and Federal requirements. It is from this specific contract, that the 66% reimbursement to the County is realized.**

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

**Due to the requirements of the Cooperative Reimbursement contract, the answer is none. However, we have been able to supplement services, such as supervised parenting time, through the Safe Havens Grant. In addition, we provide a divorce education program called SMILE that is done through all volunteers.**

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

**No**

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

**Yes. The use of part-time personnel would not serve the public or our enforcement responsibilities well. In addition, as 66% of salary and benefits are reimbursed by the CRP (Cooperative Reimbursement Program) contract, the savings received by hiring someone without benefits would be relatively small compared to the loss in continuity and work productivity.**

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

**Yes, as stated above in #14, I do not believe that it would be feasible due to the complexities of the position and the long term nature of the position with families, nor do I believe that it would be cost effective.**

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

**Yes, current staff works some overtime but, due to budgetary concerns, the majority of this time is in the form of compensatory time. However, the use of this process is a balancing act. As with all positions at the Friend of the Court Office, employees must learn to handle volatile emotions from clients on a regular basis, in order to remain effective.**

**This can be stressful and staff need to have a balance to perform their duties with empathy and understanding. To work overtime on a regular basis would not serve the staff, nor the clients, or our office well.**

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

**Subject to the limitations imposed by MiCSES because of security safeguards, all staff are cross trained to the extent possible to promote efficiency. This allows for continuity in operations when there are sick, vacation, or training days.**



**LIVINGSTON COUNTY, MICHIGAN**  
**FRIEND OF THE COURT**

---

210 S. Highlander Way, Suite 3, Howell, MI 48843  
Phone (517)546-0230 Fax (517)552-2312

# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Melissa A. Scharrer**  
**Date: June 1, 2011**  
**Re: RESOLUTION APPROVING THE FILLING OF THE VACANT CHIEF  
SUPPORT SPECIALIST POSITION IN THE FRIEND OF THE COURT  
OFFICE**

---

Friend of the Court Chief Support Specialist, Jane Alexander, is retiring from Livingston County effective 6/20/11. This creates a vacant Chief Support Specialist position in the Friend of the Court Office.

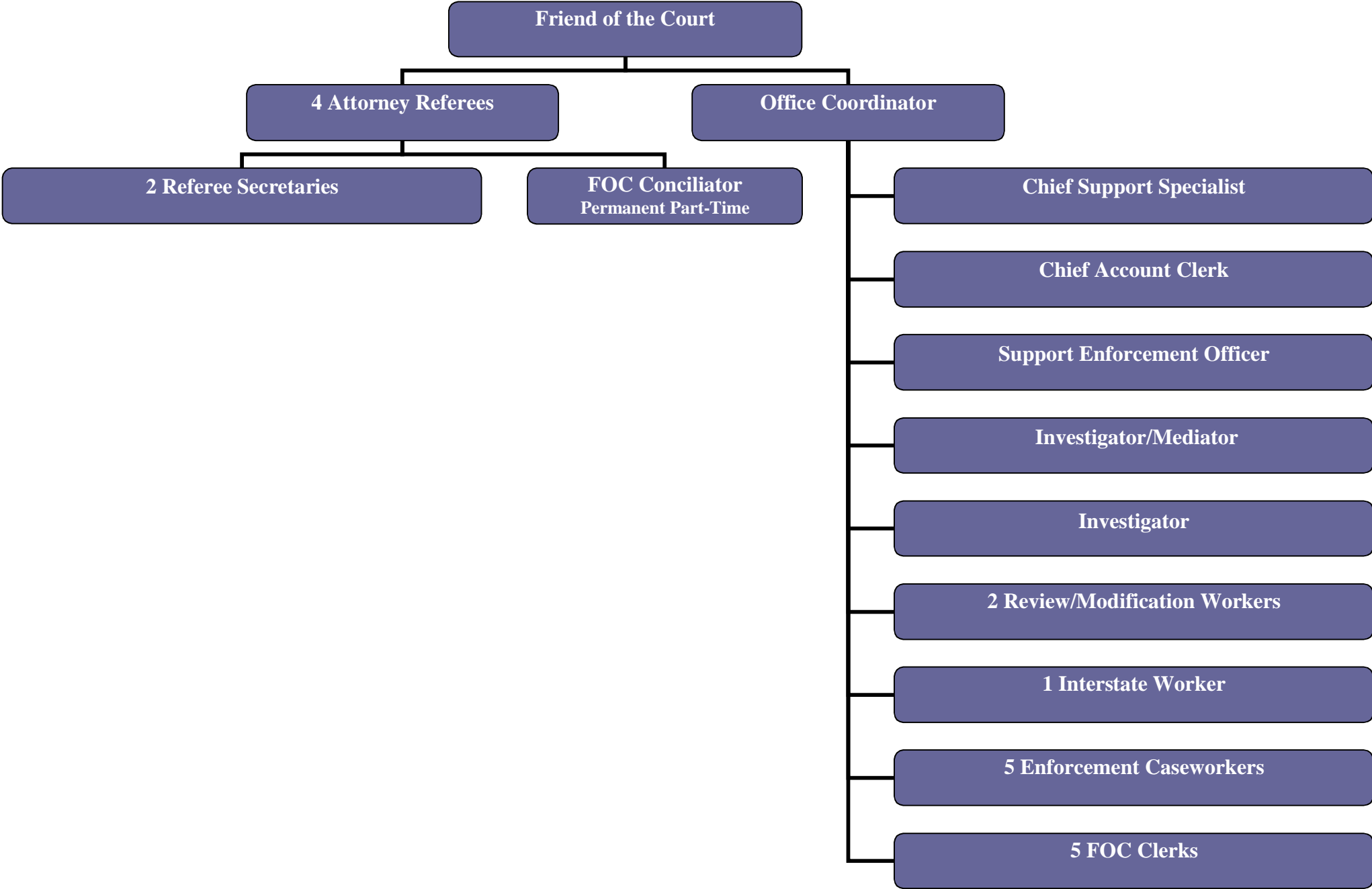
The position of Chief Support Specialist is paramount to the operation of the Friend of the Court Office. This position is the key liaison between the State of Michigan Department of Human Services and the Friend of the Court Office as it relates to cases where the parties are recipients of public assistance and how that relates to child support. The Chief Support Specialist position is 100% Title IV-D and 66% of the salary and benefits is reimbursed through the Cooperative Reimbursement Program through the Michigan Department of Human Services and the Federal Office of Child Support. The Chief Support Specialist is responsible for over 7500 active case files at the Friend of the Court and performs duties that are mandated by statute, court rules, and federal regulations. It is critical to the effective operation of the Friend of the Court and their mandated duties, in addition to the responsibilities to the children and families we serve, that this vacancy be filled.

The required Request for Exception to Hiring Freeze form has been completed for this position.

If you have any questions, please do not hesitate to contact me. Thank you.

# Friend of the Court Organization Chart

1-1-2011



RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

---

RESOLUTION AUTHORIZING THE 44<sup>th</sup> CIRCUIT COURT AND THE 53<sup>RD</sup> DISTRICT COURT TO APPLY FOR FY 2012 MICHIGAN SPECIALTY COURT GRANT PROGRAM (MDCGP and MMHCGP) FUNDING FROM THE STATE COURT ADMINISTRATIVE OFFICE – CIRCUIT COURT

WHEREAS, The State Court Administrative Office (SCAO) authorizes the expenditure of federal and state funds by competitive grant awards to operate circuit and district drug/mental health court programs throughout Michigan; and

WHEREAS, Livingston County's 44<sup>th</sup> Circuit and 53<sup>RD</sup> District Courts constitute a jurisdiction designated to operate Specialty Court programs; and

WHEREAS, The SCAO has identified funds to be used in support of drug/mental health court programs across the state during FY 2012; and

WHEREAS, The 44<sup>th</sup> Circuit and 53<sup>rd</sup> District Courts are seeking approval to apply for MDCGP an MMHCGP Funding for FY 2012, which requires no county match; and

WHEREAS, The 44<sup>th</sup> Circuit and 53<sup>rd</sup> District Courts will request these funds for staffing, treatment, testing, training and other program-related expenses necessary to operate the Livingston County Specialty Courts Program during FY 2012, as noted below:

The Court	Specialty Court	Funding Request	Period
44 <sup>th</sup> Circuit Court	Byrne JAG Adult Drug Court	\$130,000	10/1/2011-9/30/2012
44 <sup>th</sup> Circuit Court	Juvenile Drug Treatment Court	\$60,000	10/1/2011-9/30/2012
44 <sup>th</sup> Circuit Court	Family Dependency Drug Court	\$60,000	10/1/2011-9/30/2012
53 <sup>rd</sup> District Court	Intensive Treatment Mental Health Court	\$55,000	10/1/2011-9/30/2012

IT IS THEREFORE RESOLVED that the Livingston County Board of Commissioners

approves the application by the 44<sup>th</sup> Circuit and 53<sup>rd</sup> District Courts to the SCAO for

FY 2011 MDCGP Funding.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of

Commissioners is authorized to sign all forms, assurances, contracts/agreements, and support documents related to the grant application and subsequent award upon review by Civil Counsel.

#

#

#

Moved:

Seconded:

Carried:



# Memorandum

**To: Livingston County Board of Commissioners**

**From: William Newhouse**

**Date: May 26, 2011**

**Re: RESOLUTION AUTHORIZING THE 44<sup>th</sup> CIRCUIT COURT AND THE 53<sup>RD</sup> DISTRICT COURT TO APPLY FOR FY 2012 MICHIGAN SPECIALTY COURT GRANT PROGRAM (MDCGP and MMHCGP) FUNDING FROM THE STATE COURT ADMINISTRATIVE OFFICE – CIRCUIT COURT/ FINANCE COMMITTEE / FULL BOARD**

---

The 44<sup>th</sup> Circuit and 53<sup>rd</sup> District Courts are requesting Board of Commissioners approval to submit four proposals to the State Court Administrative Office (SCAO), to request funding through the Michigan Drug Court Grant Program (MDCGP) and Michigan Mental Health Court Grant Program (MMHCGP) for operation of the Livingston County Adult Drug Court, the Juvenile Drug Court, the Family Dependency Treatment Court and the Intensive Treatment Mental Health Court.

Requests totaling \$305,000 provides funding for the operational expenses of the Courts including salaries, contracts with treatment providers, drug testing, and attendance at the State conference. No County match is required. This will be the first year of operation for the “new” Juvenile Drug Court and the Family Dependency Treatment Court. Funding requested is for fiscal year 2011-12 and will be available for the period of 10/1/2011 to 9/30/2012.

Should you have any questions, please contact me.



RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

---

---

**RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO ESRI, INC FOR GIS SOFTWARE MAINTENANCE – Information Technology / General Government Committee / Finance Committee**

**WHEREAS,** due to the need to ensure technical support services and software upgrades are received for the GIS software used by all County Departments to access mapping data maintained by the GIS Division, it has been determined that there is a need for annual software maintenance in the IT Department/GIS Division; and

**WHEREAS,** in compliance with the Livingston County Purchasing Policy, ERSI, Inc. of Redlands, CA., has been selected for the purchase of annual software maintenance under the State of Michigan contract number 071B1300270; and

**WHEREAS,** after the review of the vendor and products, Purchasing recommends that a Purchase Order with ESRI, Inc. of Redlands, CA., be awarded for a (1) year period from August 15, 2011, through August 14, 2012 for an amount not to exceed \$28,560.27; and

**WHEREAS,** funding for same is available through the Information Technology 2011 Budget.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves a Purchase Order be issued to ESRI, Inc. of Redlands, CA., for annual software maintenance from August 15, 2010 through August 14, 2011 for an amount not to exceed \$28,560.27 per year, with a total contract amount not to exceed \$28,560.27.

# # #

MOVED:  
SECONDED:  
CARRIED:



# Memorandum

**To:** Livingston County Board of Commissioners  
**From:** Paul McNamara  
**Date:** 5/27/2011  
**Re:** ERSI Software Maintenance Renewal

---

Attached for your approval is a resolution authorizing the purchase of software maintenance renewals for all GIS products in the Livingston County. This includes all ArcView and ArcInfo software currently utilized in the GIS, Planning, Drain Commissioner, Equalization, Public Health, Building Services, Central Dispatch/E911, and EMS Departments. Additionally, the software used to make the GIS data available online, provide maps through LivingstonLive and maintain the County's enterprise GIS database are also covered by this maintenance agreement. These products are purchased from, and supported by, ESRI, Inc., of Redland, CA.

ERSI, Inc. has provided pricing through the State of Michigan Contract and they are the sole vendor for ArcGIS software. The cost for this year's annual maintenance is \$28,611.73.

Thank you for your consideration of this request. Please let me know if I can furnish any additional information.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION FOR ISSUANCE OF A BLANKET PURCHASE ORDER TO DELL, INC. FOR THE PURCHASE OF DELL LATITUDE LAPTOPS AND AUTHORIZATION TO MOVE THE REMAINING AMOUNT OF FUNDS FROM THE EDS, INC. BLANKET PURCHASE ORDER TO THE NEW BLANKET PO FOR DELL, INC. - INFORMATION TECHNOLOGY**

**WHEREAS,** the Information Technology department can now purchase directly from Dell, Inc. of for the purchasing of Dell Latitude laptops, and we can eliminate the middle vendor EDS, Inc.; and

**WHEREAS,** the IT department is asking for approval of the issuance of a blanket Purchase Order to Dell, Inc.; and

**WHEREAS,** we have an blanket Purchase Order for EDS, Inc. approved on Resolution #2010-12-367 for a total amount of \$35,000.00 of which \$5,249.77 stills remains on that purchase order after several purchases of Dell laptops this year; and

**WHEREAS,** the Information Technology department would like to combined the remaining \$5,249.77 and add an additional \$15,000.00 for a new blanket Purchase Order to Dell, Inc. direct in the amount of \$20,249.77; and

**WHEREAS,** funds are available ; and

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves a Blanket Purchase Order be issued to Dell, Inc. for Dell Latitude Laptops combining what is left from the EDS blanket PO, and adding an additional \$15,000.00 for a total amount not to exceed \$20,249.77.

# # #

MOVED:  
SECONDED:  
CARRIED:



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

---

304 E. Grand River Ave., Suite 101 Howell, MI 48843  
Phone 517 548-3230 Fax 517 545-9608  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Paul McNamara**  
**Date: 5/31/2011**  
**Re: Blanket Purchase Order to Dell, Inc.**

---

For your approval attached is a Resolution to authorize issuance of a Blanket Purchase Order to Dell, Inc. of .

Due to the constant need of replacing computer equipment, and the need to replace several depreciated laptops at this time, we have been told by Dell we can eliminate the middle vendor EDS, Inc., and purchase directly from them. This will be a signification cost savings for Livingston County.

The total cost after combining what is left from the EDS blanket PO and adding the additional \$15,000.00 will not exceed \$20, 249.77.

There is a need right now to replace the Board of Commissioners laptops. This Purchase Order will allow us to purchase the same model Laptops for each one of our Commissioners.

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

# RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AEROANUTICAL FACILITIES BOARD TO ENTER INTO A GRANT AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION TO FUND THE CONSTRUCTION OF APRONS, TAXIWAY AND PARKING LOT INCLUDING AIRFIELD PAINTING AND CONSTRUCTION ADMINISTRATION -- AIRPORT**

**WHEREAS,** the Livingston County Board of Commissioners anticipates an agreement with Zito Construction of Grand Blanc, Michigan for construction of aprons, taxiway and parking lot including airfield painting; and

**WHEREAS,** a second contract with QoE consulting, formerly R.W. Armstrong, will provide for construction administration services for the above project; and

**WHEREAS,** the Michigan Aeronautics Commission has authorized a grant agreement to provide funding for these services; and

**WHEREAS,** The total amount of the grant agreement is \$2,000,000 and the local share (2.5%) will be \$50,000.00.

**THEREFORE BE IT RESOLVED** the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a grant agreement with the Michigan Department of Transportation to fund the construction of aprons, taxiway and parking lot including airfield painting and construction administration.

**BE IT FURTHER RESOLVED** the Chair be authorized to sign the Agreement upon review by Civil Counsel.

**BE IT FURTHER RESOLVED** the local share of \$50,000.00 shall be advanced from the Airport Loan Agreement upon receipt of an invoice from MDOT.

#

#

#

Moved:

Supported:

Carried:



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF AIRPORT**

---

**3480 W. Grand River**  
**Howell, MI 48855**  
**Phone 517.546.6675 Fax 517.546.6656**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Mark D. Johnson**  
**Airport Manager**  
**Date: May 23, 2011**  
**Re: Grant Agreement with MDOT**

---

This grant agreement will fund both the contract with Zito Construction for the construction of the new terminal apron, parking lot and airfield painting as well as the agreement with QoE Consulting for construction administration services performed for the construction project.

The grant is for a total of \$2,000,000 and the local share will be 2.5% or \$50,000.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD TO ENTER INTO AN AGREEMENT WITH QoE CONSULTING (formerly R.W. Armstrong) OF LANSING, MICHIGAN TO PROVIDE CONSTRUCTION ADMINISTRATION AND MATERIALS TESTING FOR THE CONSTRUCTION OF APRONS, TAXIWAY AND PARKING LOT INCLUDING AIRFIELD PAINTING -- AIRPORT**

**WHEREAS,** the Livingston County Airport will construct a new ramp area and terminal building over the next two construction seasons; and

**WHEREAS,** QoE Consulting (formerly R.W. Armstrong) has prepared the plans for bidding and is very familiar with the project;

**WHEREAS,** QoE Consulting will have on site representation on a daily basis during the duration of the project; and

**WHEREAS,** The amount of the contract which has been approved by MDOT – Aeronautics is \$158,392 and the local share (2.5%) will be \$3,959.80.

**THEREFORE BE IT RESOLVED** the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into an agreement with QoE Consulting (formerly R.W. Armstrong) of Lansing, Michigan to provide Construction Administration and materials testing for the construction of aprons, taxiway and parking lot including airfield painting.

**BE IT FURTHER RESOLVED** the Chair be authorized to sign the Agreement upon review by Civil Counsel.

**BE IT FURTHER RESOLVED** the local share of \$3,959.80 shall be advanced from the Airport Loan Agreement upon receipt of an invoice from MDOT.

# # #

Moved:

Supported:

Carried:



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF AIRPORT**

---

**3480 W. Grand River**  
**Howell, MI 48855**  
**Phone 517.546.6675 Fax 517.546.6656**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Mark D. Johnson**  
**Airport Manager**  
**Date: May 23, 2011**  
**Re: QoE Consulting Construction Administration Agreement**

---

QoE Consulting will perform Construction Supervision and Administration services for the Zito Construction ramp project. These services will include: construction staking, materials reviews & testing, contractor pay review and approval, and final project documents.

This contract has been reviewed by MDOT – Aeronautics and has been approved.

The grant agreement for apron construction also includes monies for these services, which will be funded with a 2.5% local share.

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





4100 Capital City Blvd, 2nd Floor  
 Lansing, MI 48906  
 Ph. (517) 327-1980  
 Fax (517) 327-1982

Airport: Livingston County Airport  
 Location: Howell, MI  
 Project No.: C-26-0047-5211  
 Contract No.: FM47-2-C42  
 QoE Job No.: 20095200-2020  
 Date: April 28, 2011

**CONSTRUCTION ENGINEERING - FEE DETERMINATION**  
 Construct bituminous apron (205' x 805'), concrete apron (205' x 190') and parking lot (140' x 160')

PERSONNEL CLASSIFICATION	HOURLY RATE	Preconstruction Meeting		Construction Staking		Construction Inspection		Project Documents		Final Inspection & Punchlist Followup		Record Drawings and Final Constr. Report	
		HRS	TOTAL	HRS	TOTAL	HRS	TOTAL	HRS	TOTAL	HRS	TOTAL	HRS	TOTAL
Sr. Project Manager	49.50	4	198.00	16	792.00	120	5,940.00	40	1,980.00	8	396.00	16	792.00
Project Manager	46.15		0.00		0.00		0.00		0.00		0.00		0.00
Civil Engineer	31.05	10	310.50	130	4,036.50	792	24,591.60	60	1,863.00	36	1,117.80	40	1,242.00
Construction Inspector	33.00		0.00		0.00		0.00		0.00		0.00		0.00
Civil Technician	23.60		0.00		0.00		0.00		0.00		0.00		0.00
Electrical Technician	23.60		0.00		0.00		0.00		0.00		0.00		0.00
CADD Technician	19.75		0.00		0.00	16	316.00	12	237.00		0.00	60	1,185.00
Civil Intern	18.00		0.00		0.00		0.00		0.00		0.00		0.00
Clerical	18.63		0.00		0.00		0.00	40	745.20		0.00	8	149.04
<b>LABOR TOTAL:</b>		<b>14</b>	<b>508.50</b>	<b>146</b>	<b>4,828.50</b>	<b>928</b>	<b>30,847.60</b>	<b>152</b>	<b>4,825.20</b>	<b>44</b>	<b>1,513.80</b>	<b>124</b>	<b>3,368.04</b>
<b>DIRECT COSTS</b>													
Mileage	0.50	80	40.00	600	300.00	6,800	3,400.00		0.00	240	120.00		0.00
Meals	9.00	2	18.00	12	108.00	90	810.00		0.00	3	27.00		0.00
Printing	0.15		0.00		0.00		0.00	100	15.00		0.00	300	45.00
Printing	3.00		0.00		0.00		0.00		0.00		0.00	120	360.00
Phone	3.00	2	6.00	2	6.00	20	60.00	12	36.00	4	12.00		0.00
Room	85.00		0.00		0.00		0.00		0.00		0.00		0.00
Field Manager	10.00		0.00		0.00		0.00	32	320.00		0.00		0.00
<b>DIRECT COST TOTAL:</b>			<b>64.00</b>		<b>414.00</b>		<b>4,270.00</b>		<b>371.00</b>		<b>159.00</b>		<b>405.00</b>

LABOR: 45,891.64  
 OVERHEAD (1.75): 80,310.37  
 DIRECT COSTS: 5,683.00  
 TOTAL: 131,885.01  
 FIXED FEE (0.11): 14,507.35  
 TOTAL: 146,392.36  
 SUBCONSULTANTS: 12,000.00 Somat - testing  
 SUBCONSULTANTS:

**PAYMENT SCHEDULE:**  
 1st Payment 40,000.00  
 2nd Payment 35,000.00  
 3rd Payment 30,000.00  
 4th Payment 25,000.00  
 5th Payment 12,500.00  
 Final Payment 15,892.00  
**TOTAL: 158,392.00**

GRAND TOTAL: #####

USE: #####

**MICHIGAN DEPARTMENT OF TRANSPORTATION  
AIRPORTS DIVISION**

**PROFESSIONAL SERVICES AGREEMENT  
APPROVAL**

<b>Date:</b> May 13, 2011	<b>Airport:</b> Livingston County Spencer Hardy Airport
<b>To:</b> Mark Johnson	<b>Location:</b> Howell, Michigan
<b>From:</b> Carol Aldrich	<b>Project No.:</b> C-26-0047-5211
<b>Contract No.:</b> FM 47-02-C42	<b>Item No.:</b> AK2532
<b>Job Number:</b> 113116A	<b>Amendment No.:</b>
<b>Subject:</b> Construction Administration Approval	
<b>Work Description:</b> Construction administration for aprons, parallel taxiway, parking lot and airfield paint marking	

<b>Consultant:</b> Qoe	
<b>Agreement Amount:</b> \$158,392.00	<b>Estimated Construction Cost:</b> \$1,829,349.00

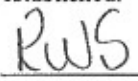
PHASE	COST	L.S.	COST	PROGRAM
Preliminary	\$	<input type="checkbox"/>	<input type="checkbox"/>	AIP <input checked="" type="checkbox"/>
Design	\$	<input type="checkbox"/>	<input type="checkbox"/>	S/L <input type="checkbox"/>
Construction	\$ 158,392.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Property Survey	\$	<input type="checkbox"/>	<input type="checkbox"/>	

The referenced agreement includes all mandatory clauses per FAA APP-510 Contract Writing Program through Version 2, dated 04/23/90. An independent cost analysis has been performed. The cost was found to be reasonable for the services to be provided.

This agreement is recommended to be approved for state and federal participation subject to the following conditions:

  
 Supervisor, Project Management Unit

The referenced agreement is approved for state participation when a sponsor contract has been executed by the sponsor and MDOT and the Federal grant has been executed. This agreement is recommended for federal participation at such time as appropriate grants are executed with the airport sponsor and rates of participation established.

  
 DBE Liaison

  
 Manager, Project Development Section