

GENERAL GOVERNMENT and HEALTH & HUMAN SERVICES COMMITTEE

3/12/2012

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

7:30 PM

AGENDA

1. CALL MEETING TO ORDER

2. APPROVAL OF MINUTES

Meeting Minutes Dated: February 13, 2012

3. APPROVAL OF AGENDA

4. REPORTS

OLHSA - 4th Quarter Report

Animal Control/Kennel Inspections Update

MI Works! update on Job Fair for April 18, 2012

EMS - Progress of the New EMS/Survival Flight Building

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

07 Michigan Works

RESOLUTION APPROVING A CONTRACT BETWEEN CATHOLIC SOCIAL SERVICES OF WASHTENAW COUNTY AND LIVINGSTON COUNTY MICHIGAN WORKS! FOR THE PRISONER RE-ENTRY PROGRAM

08 Information Technology

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT FOR DISTRICT COURT, JUVENILE/PROBATE COURTS, AND COUNTY CLERK-WEST COMPLEX FOR 2012 WITH THE STATE OF MICHIGAN JUDICIAL INFORMATION SYSTEMS/INFORMATION TECHNOLOGY/GENERAL GOVERNMENT/FINANCE COMMITTEE

09 Information Technology

RESOLUTION AUTHORIZING AN INDEFEASIBLE RIGHT OF USE AGREEMENT BETWEEN LIVINGSTON COUNTY AND ARILINK/INFORMATION TECHNOLOGY

10 Information Technology

RESOLUTION AUTHORIZING ENTERING INTO A TWO YEAR ENTERPRISE IT LEADERS SERVICE AGREEMENT BETWEEN LIVINGSTON COUNTY INFORMATION TECHNOLOGY AND GARTNER, INC./INFORMATION TECHNOLOGY

11 Information Technology
RESOLUTION TO ENTER INTO AN AGREEMENT FOR CONTRACT PERSONNEL TO HIRE WITH RECRUITMENT MANAGEMENT CONSULTANTS, LLC (REC)/INFORMATION TECHNOLOGY/GENERAL GOVERNMENT

12 Information Technology
RESOLUTION AUTHORIZING ENTERING INTO THE LIVINGSTON COUNTY FIBER CONSORTIUM AGREEMENT AND THE FIBER OPTIC MAINTENANCE AGREEMENT BETWEEN LESA, LIVINGSTON COUNTY, BRIGHTON AREA SCHOOLS, HARTLAND CONSOLIDATED SCHOOLS AND PINCKNEY COMMUNITY SCHOOLS/INFORMATION TECHNOLOGY/GENERAL GOVERNMENT

13 Building Services
RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN LIVINGSTON COUNTY BUILDING SERVICES AND THE HOWELL CARNEGIE DISTRICT LIBRARY - Building Services / General Government Committee / Finance Committee

14. ADJOURNMENT

MEETING MINUTES

LIVINGSTON COUNTY

FEBRUARY 13, 2011 - 7:30 PM

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

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

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

OTHERS:

CANDY ATKINS	CYNTHIA DARLING	DIANNE MCCORMICK	DELLA SHOOK
ANNELIESE BELKNAP	JIM DARLING	SARAH MCKINNEY	WALTER SHOOK
MIKE BENNETT	DIANE GREGOR	PAUL MCNAMARA	BILL SLEIGHT
PHIL BERTOLINI	CAROL GRIFFITH	LYNN MORRISON	DARREN SPEER
DOUG BRITZ	MARY HOWISON	PAUL MORRISON	RON VANHOUTEN
JOEL BRITZ	KAREN KRUSE	BELINDA PETERS	TED WESTMEIER
ELAINE BROWN	JIM MANTEY	BRENT SAMPIER	KEVIN WILKINSON
DIANE CONSTABLE	KATRINA MAXWELL	MATTHEW SHANE	CAROL SUE JONCKHEERE

1. **CALL TO ORDER:** Meeting called to order by: **COMM. STEVE WILLIAMS** at 7:32 PM.
2. **APPROVAL OF MINUTES: MINUTES OF MEETING DATED JANUARY 9, 2012:**

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

3. **APPROVAL OF AGENDA:**

**MOTION TO APPROVE THE AGENDA, AS MODIFIED: ADDITION OF COMM. WILLIAMS
REPORT AND RESOLUTION AUTHORIZING LIVINGSTON COUNTY CLERK TO OFFER PHOTO
ID CARDS TO U.S. MILITARY VETERANS RESIDING IN LIVINGSTON COUNTY**
MOVED BY: LA BELLE / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED

4. **REPORTS:**

- ◆ **MSU EXTENSION: INTRODUCTION OF NEW LIVINGSTON COUNTY 4-H COORDINATOR, SARAH MCKINNEY**
 - ◆ Matt Shane advised Members that Horticultural Educator, Gretchen Voyle, would be out on medical leave for a couple months. Her Ingham and Washtenaw counter-parts will help with

back-filling for planned programs and fielding phone calls. Jack La Belle asked Mr. Shane to extend the Board's best wishes to Ms. Voyle.

- ◆ Mr. Shane then introduced Sarah McKinney as the new Livingston County 4-H Coordinator. Ms. McKinney ran over her background and education in greeting the Committee.

- ◆ **HEALTH DEPARTMENT: AGENCY GOALS FOR 2012:** Ted Westmeier provided the attached Report to Members.

- ◆ PERSONAL PREVENTATIVE HEALTH SERVICES
- ◆ ENVIRONMENTAL HEALTH
- ◆ ANIMAL CONTROL
- ◆ PUBLIC HEALTH ADMINISTRATION

- ◆ **ANIMAL CONTROL: KENNEL ISSUE:** Steve Williams updated Members on meetings with Mr. and Mrs. Morrison regarding the kennel inspection fee.

5. CALL TO THE PUBLIC:

- ◆ **PAUL MORRISON** – COHOCTAH TOWNSHIP: Voiced concerns regarding fee structure for himself and on behalf of Livingston County Kennel Operators. Asked for an end to the practice of kennel inspections and to work in conjunction with kennel operators to develop a plan of action.
- ◆ **LYNN MORRISON** – COHOCTAH TOWNSHIP: Advised Members of desire to see kennel fees abolished, including cross-contamination concerns.
- ◆ **MIKE BENNETT** – DEERFIELD TOWNSHIP: Recently had kennel inspection. No issues with Animal Control staff. Officers know all the kennel owners, so “inspections” seem needless. Would like to work together to come to a solution that works for everyone. Does not want retaliation by Animal Control to occur and if things get out of hand.
- ◆ **MARY HOWISON** – MARION TOWNSHIP: Kennel was inspected for 5 minutes at a cost of \$100. Would like to see kennel fee eliminated.
- ◆ **BRENT SAMPIER** – MARION TOWNSHIP: Has been licensed as a hobby kennel since 1977. Not a breeder, not a boarder, simply a farmer who wants numerous dogs. Kennel Inspection was done without him there. Inspector didn't ask for any type of paperwork or vaccine information. Does not see where inspection fee is justified.
- ◆ **WALTER SHOOK** – IOSCO TOWNSHIP: Kennel inspections don't take long at all and most are done during the week, only one on the weekend. Would like to see kennel fee abolished
- ◆ **JENNIFER HORVATH** – HOWELL, MI: Owner of Pet Ritz. Inspected every year. Unannounced visits take 15-20 Minutes because she insists on them looking at entire facility. Her establishment is licensed for 250 dogs. Fee increase should be abolished – looking at a 200% increase.
- ◆ **KAREN KRUSE** – HOWELL, MI: Licensed Kennel Owner. Inspector came on a late Saturday afternoon. Took 10-15 Minutes. Time involved does not justify cost.

6. RESOLUTIONS FOR CONSIDERATION.

JACK LA BELLE EXITED MEETING AT 8:13 PM AND RETURNED AT 8:16 PM

7. INFORMATION TECHNOLOGY: RESOLUTION AUTHORIZING THE LIVINGSTON COUNTY WEBSITE REDESIGN PROJECT TO PROCEED

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

8. EMS: RESOLUTION AUTHORIZING LIVINGSTON COUNTY EMS TO ENTER INTO THE CMS INNOVATIONS GRANT PROGRAM/ MICHIGAN RURAL EMS NETWORK AGREEMENT

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

9. EMS: RESOLUTION AUTHORIZING A BLANKET PURCHASE ORDER WITH NYE UNIFORM FOR UNIFORMS

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

10. MI WORKS!: RESOLUTION APPROVING THE SUBMISSION OF THE MICHIGAN WORKS! WORKFORCE INVESTMENT ACT SERVICE CENTER OPERATION PLAN FOR THE PERIOD 7/1/11 TO 6/30/12

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

11. MI WORKS!: RESOLUTION TO APPOINT PRIVATE SECTOR MEMBERS TO THE LIVINGSTON COUNTY WORKFORCE DEVELOPMENT COUNCIL

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

12. MI WORKS!: RESOLUTION RETAINING THE WORKFORCE DEVELOPMENT COUNCIL (LIVINGSTON COUNTY MICHIGAN WORKS!) AS THE CERTIFIED ONESTOP OPERATOR

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

13. MI WORKS!: RESOLUTION APPROVING THE SUBMISSION OF THE CALENDAR YEAR 2012 MICHIGAN WORKS! SYSTEM PLAN FOR THE PERIOD 1/1/12 TO 12/31/12

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

14. **L.E.T.S.: RESOLUTION AUTHORIZING OUT OF STATE TRAVEL FOR L.E.T.S. OPERATIONS MANAGER AND DRIVER TRAINER TO ATTEND THE F.T.A. DRUG AND ALCOHOL CERTIFICATION CLASS AND CONFERENCE IN MIAMI, FL. APRIL 9-13, 2012**

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

15. **L.E.T.S.: RESOLUTION OF INTENT TO APPLY FOR FEDERAL SECTION 5316 JOB ACCESS AND REVERSE COMMUTE (JARC) GRANT FOR FISCAL YEAR 2013**

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

16. **L.E.T.S.: RESOLUTION OF INTENT TO APPLY FO FINANCIAL ASSISTANCE FOR STATE FISCAL YEAR 2013 UNDER ACT NO. 51 OF THE PUBLIC ACTS OF 1951, AS AMENDED**

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

17. **L.E.T.S.: RESOLUTION AUTHORIZING SPECIALIZED SERVICES CONTRACT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE COUNTY OF LIVINGSTON**

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

18. **L.E.T.S.: RESOLUTION AUTHORIZING THE REORGANIZATION OF THE L.E.T.S. DEPARTMENT**

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

19. **L.E.T.S.: RESOLUTION AUTHORIZING CAPITAL EXPENDITURE**

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

20. **MOTOR POOL: RESOLUTION AUTHORIZING CAPITAL EXPENDITURE (VEHICLES)**

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

21. INFORMATION TECHNOLOGY: RESOLUTION AUTHORIZING A ONE YEAR MAINTENANCE AGREEMENT WITH VMWARE FOR THE COUNTY'S VMWARE SERVICES RENEWAL

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

22. INFORMATION TECHNOLOGY: RESOLUTION AUTHORIZING THE PURCHASE OF A THREE YEAR SMARTNET MAINTENANCE AGREEMENT FOR LIVINGSTON COUNTY INFORMATION TECHNOLOGY'S CISCO TELEPHONY SOFTWARE, HARDWARE AND CISCO EMERGENCY RESPONDER

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

23. BOARD: RESOLUTION AUTHORIZING LIVINGSTON COUNTY CLERK TO OFFER PHOTO ID CARDS TO U.S. MILITARY VETERANS RESIDING IN LIVINGSTON COUNTY

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

24. ADJOURNMENT:

**MOTION TO ADJOURN AT 9:33 PM.
MOVED BY: LA BELLE / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED**

Respectfully Submitted

CAROL SUE JONCKHEERE
RECORDING SECRETARY

PPHS Goals 2012

1. Emergency Preparedness – Continue to advance and improve the Livingston County Push Partner/Closed POD program and ensure that the Public Health Services Annex of the Livingston County Emergency Operation Plan is up to date and provides comprehensive response planning guidance in association with an all-hazards approach. Continue to engage the Public Health Volunteer Response team offering a variety of trainings, including online training options, and a mock exercise/hands on training; begin to expand membership to include local pharmacists on the team; and continue to engage the team with the social media options such as face book and the PHVRT webpage.
2. HAI Project – Participate in a NACCHO funded project to help identify the role of local health departments in Healthcare Associated Infections (HAI). Our efforts will include collaborating with community partners to assess the needs, challenges and gaps in HAI prevention; facilitate provider education related to prevention, surveillance and response; and increase public education on HAI awareness and prevention.
3. Improve the health status of mothers and children in the WIC program by implementing a breastfeeding peer counselor program to support breastfeeding mothers, by expanding staff training opportunities and by promoting client and community education about breastfeeding.
4. The infant mortality rate for Livingston County has increased from 5.7 per 1,000 births for a three year average in 2006-08 to 6.9 in 2007-09. LCDPH will engage the assistance from the University of Michigan Biostatistician students to analyze data from birth abstracts and death certificates to help identify risk factors that may be associated with infant mortality.

EH Goals 2012

5. Indoor radon levels in Livingston County often exceed the recommended air quality levels established by the Environmental Protection Agency. LCDPH receive numerous calls from homeowners, realtors and builders with concerns regarding elevated radon levels and the options available to reduce radon. We intend to develop an educational campaign targeted primarily toward Real Estate professionals, home builders and homeowners and present information on radon reduction and new construction technology that has improved over the past few years. We will also encourage home builders to consider incorporating radon resistant technology for new construction.

6. The installation of geothermal heating and cooling systems represents a potential for conflict with onsite septic systems and drinking water wells in Livingston County. These systems may be installed in a number of different configurations and depending on the installation method may endanger our drinking water supplies if not properly constructed. Additionally, these systems need to be documented as they may reduce or eliminate suitable areas for onsite septic systems or other future addition construction proposals.

Our current procedure for permitting these systems is not straight forward and can be confusing for both clerical and contractors. Our goal is to create a more simplified application and permitting procedure; and to work more closely with the Livingston County and Green Oak Township Building Departments, Michigan Department of Environmental Quality, and geothermal contractors.

7. In 2011 EH identified three specific goals related to improving service delivery to the general public. All three goals are dependant upon Information Technology Department providing staff time and direction. The goals identified in 2011 have not been accomplished and will be carried over into 2012 and include:
 - a) Collection and receipting of one payment by the customer for services provided by Drain, EH and Building. Currently the customer must write out three individual checks to each department.
 - b) Completion of beta testing and transition to a new permitting software program called OpenFACILIS. This program is web based and will allow permit applications and collection of payments to be accomplished online.
 - c) Provide online capability for public viewing of EH scanned well and septic documents. We currently receive significant volume of calls requesting this information. With the upgrade of the new Laserfiche software program, a public portal does exist, however in order for this to be accomplished; a combination of staff resources from IT and the vendor is needed.

ANIMAL CONTROL GOALS 2012

8. Evaluate the current staffing structure and if necessary submit a reorganization plan for consideration by Human Resources, County Administration and the Board of Commissioners. We are experiencing an increase in abuse and neglect calls which is placing significant burdens on the time of our Animal Control Officers (ACO's). We are experiencing an increasing inventory of animals, increased adoptions and increased needs in the shelter operations.

9. The facilities at the shelter are in need of improvement. Funding has been placed in contingency to improve soundproofing in the dog kennel area, improve the outdoor kennels and construct a quarantine room for sick animals. We will be submitting additional information for future Board action.

10. We are planning to educate our residents about the state rules requiring dog licensing. This includes township newsletters, homeowners associations, mobile home parks, apartment complexes, and a possible dog census. We believe that less than 30% of the dogs in the county are properly licensed.

PUBLIC HEALTH ADMINISTRATION GOALS 2012

11. The Department of Public Health will develop a strategic plan for the next three to five years. National accreditation models require that a strategic plan be in place for the Department. The implementation of the Affordable Health Care Act might affect our future programming.

12. The Department of Public Health plans to totally integrate the financial operations with those of the County. We need to begin the process and hope to gain authorization to hire a Senior Accountant in the Department of Public Health that will be our first step toward full integration.

To: Board of Commissioners
County Administration

From: Ted Westmeier

Re: Kennel Inspections by Animal Control

Date: March 5, 2012

Livingston County Animal Control has been conducting annual kennel inspections for decades. Last year an inspection fee was approved by the Board of Commissioners to help defray the costs associated with inspection activities. This action was in accordance with Resolution 2011-11-301 regarding review of departmental fees. The inspections normally occur in the fall so no fees have been invoiced or collected in 2012.

Kennel operators contacted the Board and county administration concerned about the fees and also questioning whether there was a need to conduct annual inspections. A legal opinion was requested and it determined that the only mandated inspection was for a new kennel. A kennel is defined as an establishment wherein or whereon 3 or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration.

Since there is no mandate to conduct annual kennel inspections we prefer to drop annual inspections and only conduct inspections for new kennels. We will also charge the inspection fee as established by the Board last fall.

This does not prevent us from conducting inspections of established kennels to ensure compliance with legal requirements such as sanitary conditions or treatment of animals. This would occur in response to specific complaints. If found in violation the kennel license could be suspended or revoked if conditions exist which are unhealthy or inhumane to animals.

If the owner of any kennel requests to have their kennel operation inspected, for any reason, we will also charge the inspection fee established by the Board last fall. Some operators might wish to have a periodic inspection on file to show their clients.

If you have any other questions or concerns regarding this issue do not hesitate to contact me.



**Quarterly Report
Livingston County Board of Commissioners**

4th Quarter - October 1 through December 31, 2011

ABOUT:

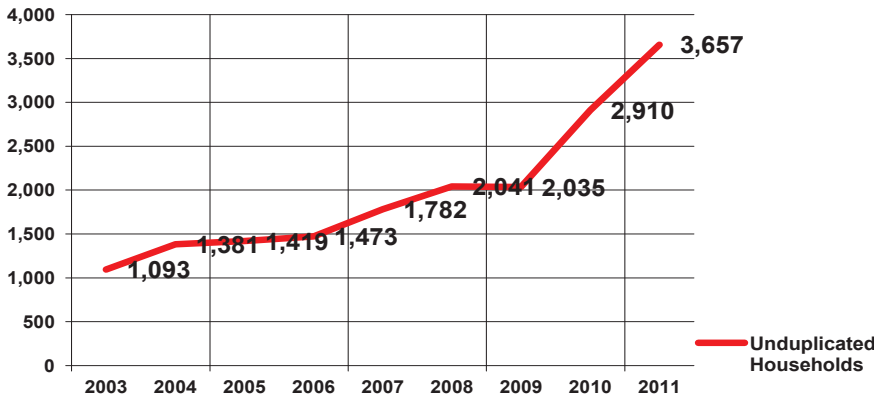
OLHSA removes the barriers preventing the low-income, elderly and people living with disabilities in Livingston and Oakland County from attaining self-sufficiency.

PROGRAMS:

OLHSA offers a continuum of programs supporting individuals from birth through their entire lifespan to fully accomplish the mission. We operate programs ranging from pre-natal to young child, parenting training, services to the elderly and those with HIV/AIDS, commodity foods distribution, housing programs including construction, homeowner counseling, and foreclosure prevention assistance.

OLHSA is organized around seven service lines:	Livingston County specific examples:
• Early Childhood	
• Employment	Financial Opportunity Center
• Energy	Weatherization Energy Ed Utilities
• Financial Services	Financial Ed Matched Savings Accts Free Taxes
• Health and Nutrition	Food Pantry/Commodity Foods Mi Enrolls
• Housing	Shelter Rent Assistance Foreclosure Prevention Home Repairs
• Older Adult Services	Chore Services Home Injury Control

COMMUNITY IMPACT:



**4th Quarter \$ Value to
Community:**

USDA Food	\$ 267,841
Weatherization	\$ 75,287
Home Repairs	\$ 59,518
Homeless Prevention	\$ 34,396
Utility assistance	\$ 35,708
Senior Home Chore	\$ 6,653
Addtl Basic Needs	\$ 1,062
Donations	\$ 1,500
Volunteer hours	\$ 63,960
Total	\$ 545,925
Year to Date	\$2,520,473

QUARTERLY UPDATE:

PROGRAM/TOPIC	OBSERVATIONS	SUCCESSSES	OPPORTUNITIES
FUNDING UPDATE	PROGRAM	INCREASE/DECREASE	
	CSBG	Even Funding	
	Head Start	Even Funding (Oakland County)	
	Weatherization	60% Reduction NOTE: ARRA extension is possible which will allow for spend-out nationwide and make impact of cut less painful. DOE Secretary Chu has discretion to restore additional funding which is a possibility. FY is 04/01/12 – 03/31/13	
	LIHEAP	25.5% Reduction NOTE: Supplements Weatherization (Roofs/Furnace) and Utility Assistance	
	CDBG	18% Reduction – Starts 07/01/12 NOTE: Received through local communities. It supports Older Adult and Minor Home Repair programs.	
	HOME	45% Reduction – Starts 07/01/12 NOTE: Oakland and Livingston Counties run and support new construction and home rehabilitation. (Venture Inc).	
2012 GOALS	<ul style="list-style-type: none"> • Requests for services at high • Intake and coordinator staff reaching maximum capacity • More comprehensive needs • Dashboard for self-sufficiency 	<ul style="list-style-type: none"> • Staffing Welcome Center • Program Coordination • FacsPro Database • Baseline Outcomes Matrix 	<p><u>CSBG dollars:</u></p> <ol style="list-style-type: none"> 1) Expand Welcome Center, 2) Homeless services, 3) Employment training and partnerships. <p><u>Local & Private Funds:</u></p> <ol style="list-style-type: none"> 1) Key leadership positions, 2) Basic needs (food/shelter/utility), 3) Asset development, 4) Alliances, partnerships, collaborative grants, including regional & cross-county. <p><u>Management/Operations:</u> Organizational Structure Analysis: division, programs, service lines.</p>
HOUSING REHAB (CDGB)	Use of CDBG for “place making”.	Prior year grant spent out. Great collaborative submission by OLHSA/County staff.	New grant has been submitted.
FREE TAXES	Howell Library unable to accommodate tax site. Need more volunteers. Recruit from local company finance/accounting departments.	Mott Community College & Mi Works agreed to host.	First day went well at new site. By appointment. Enrolling into other OLHSA programs. Posting on Volunteer Livingston.
HOLIDAY HELP	Gap: Seniors raising grandchildren and low-income families “afford” to shop for holiday gifts.	Partner with the River Community Church and other area churches.	Motivation/empowerment/self-sufficiency.
WALK	Fundraising on target	Feb 25 th @ 9:00a.m.	Hartland Ed Support Center

Program Report:

HELP PROVIDED	5 YEAR AVERAGE	LAST YEAR	4th QUARTER 2010	4th QUARTER 2011	YEAR TO DATE
TOTAL PROGRAMS: # Requests for Services:	14,089 <i>calls/walk-ins</i>	17,826	4,062	5,564	18,556
# Unduplicated Households:	2,048	2,910	1,677	n/a	3,657
# Unduplicated Individuals:	4,524	6,912	3,957	n/a	9,322
Average households served monthly	1,114	1,262	1,425	1,706	-
# Volunteer Hours (includes volunteers at Gleaners/OLHSA collaboration)	10,599	19,464	6,403	6,396	20,925
\$ Value of Volunteer Hours @ \$10/hr	\$105,990	\$190,464	\$64,030	\$63,960	\$209,250
BASIC NEEDS: # households assisted (utility, emergency food, shelter, rent, medicine, car repair, health plans, etc.)	837	1,264	328	398	1,465
HOUSING: # Weatherized Homes	48	134	38	15	170
\$ Weatherized Homes	\$152,390	\$490,528	\$132,898	75,287	\$587,318
HOMELESS: # of Homeless Prevention households	63	177	105	99	237 Unduplicated
\$ Homeless Prevention	\$67,700	\$275,954	\$100,157	33,396	\$228,692
Foreclosure Prevention Counseling				23	149
FREE TAX filings/EITC: # Income Tax Filing Assistance	82	181	-	-	164
\$ Income Tax Refunds	\$127,429	\$337,159	-	-	\$264,834

ADDITIONAL PROGRAM DETAILS:

Food Programs (BELOW) Shared Harvest Pantry: OLHSA/Gleaners Partnership

Month	NEW Households	Previous Visitors	Total Visits	% Increase over last year	Percent New this month
Oct-11	84	1121	1205	4.4%	7%
Nov-11	87	1164	1251	2.5%	7%
Dec-11	69	1207	1276	-2.3%	5%
2011 Totals	1036	2802	14306	18.7%	27%

Services Provided	LAST YEAR	QUARTER	NEW (QT)
# TEFAP households	1,535	2,188	316
# CSFP participants	748/mo.	784/month	24
\$ Value	\$219,007	\$267,841	

USDA Food Programs Only (ABOVE) –OLHSA provides USDA food through the Commodity Supplemental Food Program for eligible residents and for the Temporary Emergency Food Assistance Program. Program dates are 10/1/11 through 9/30/12.

Senior Services – Provided to local residents, age 60 and over. Home Chore services include lawn mowing, yard clean-up and snow removal. The Home Injury Control program provides medical equipment and safety devices. Program dates are 10/1/11 through 9/30/12.

Services Provided	LAST YEAR	QUARTER	YEAR TO DATE
# Home Chore residents	49 unduplicated	72 duplicated	46 unduplicated
\$ Home Chore Value	\$41,385	\$6,653	\$6,653
# Home Safety residents	57	18	18
\$ Value of HIC Equipment	\$1,838	\$619	\$619

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

ENERGY PROVIDED	LAST YEAR	QUARTER	YEAR TO DATE
# Utility Requests	2,315	952	3,546
# Individuals Assisted	689	191	1,035
\$ Amount Heating Assistance	\$125,692	\$35,708	\$177,402

Home Improvement and Emergency Repair Program –

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

Home Repairs Provided	LAST YEAR	QUARTER	YEAR TO DATE
# Requests	301	116	275
# Households Completed	4	8	20
\$ Housing Assistance	\$71,157	\$59,518	\$307,500

RESOLUTION

NO.:

LIVINGSTON COUNTY

DATE:

RESOLUTION APPROVING A CONTRACT BETWEEN CATHOLIC SOCIAL SERVICES OF WASHTENAW COUNTY AND LIVINGSTON COUNTY MICHIGAN WORKS! FOR THE PRISONER RE-ENTRY PROGRAM

WHEREAS, The Prisoner Re-Entry Program is a statewide strategic approach to parolee services which seeks to deliver a seamless plan of services, support and supervision from the time a prisoner enters prison through their return to the community; and

WHEREAS, The Michigan Department of Corrections has contracted with Catholic Social Services of Washtenaw County to administer the Prisoner Re-Entry program in Livingston County; and

WHEREAS, Catholic Social Services of Washtenaw County has presented two contracts to Livingston County Michigan Works; one covers the time period November 10, 2011 through November 30, 2011 in an amount not to exceed \$4,150 and the other covers December 1, 2011 through September 30, 2012 in an amount not to exceed \$57,200; and

WHEREAS, The differences between the contracts have to do with different time periods, number of parolees to be served and the maximum number of units of each service a parolee can receive; and

WHEREAS, These services will continue to be delivered by two services providers under contract with Livingston County Michigan Works!: Ross IES and Community Mental Health Services of Livingston County.

IT IS THEREFORE RESOLVED that the Livingston County Board of Commissioners approves the contracts with Catholic Social Services of Washtenaw County for the period November 10, 2011 to November 30, 2011, in an amount not to exceed \$4,150 and for the period December 1, 2011 through September 30, 2012, in an amount not to exceed \$57,200, for the delivery of workforce development services for the Prisoner Re-entry program.

BE IT FURTHER RESOLVED that the Chair be authorized to sign said contract as well as any future amendments for monetary and contract language adjustments, pursuant to review by Civil Counsel.

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MOVED:
SUPPORTED:
CARRIED:

TO: Livingston County Board of Commissioners

FROM: Bill Sleight

RE: Contracts for Prisoner Re-Entry program

DATE: February 22, 2012

The Michigan Prisoner Re-Entry is a Department of Corrections program and a statewide strategic approach to parolee services which seeks to deliver a seamless plan of services, support and supervision from the time a prisoner enters prison through their return to the community. Since 2007, Livingston County Michigan Works! has provided workforce development services for the Prisoner Re-entry program.

Livingston County Michigan Works! had been contracting with Oakland-Livingston Human Service Agency to implement workforce development activities. Effective November 10, 2011, The Michigan Department of Corrections (DOC) cancelled the contract with OLHSA and named Catholic Social Services of Washtenaw County as its new contractor to implement the program in Livingston County.

In addition to changing contractors, the MDOC has made significant changes in its contracting processes, and many of these changes were not fully communicated to its contractors on a timely basis. Therefore, Catholic Social Services of Washtenaw County has submitted two contracts to Livingston County Michigan Works: one covers the time period November 10, 2011 through November 30, 2011 and the other covers December 1, 2011 through September 30, 2012. The earlier contract is designed to compensate us for services provided before some of the changes now required by MDOC were fully implemented. Both contracts are fee-for-service agreements with caps on the levels and types of services which can be provided to each parolee.

The contract must be approved by the Livingston County Board of Commissioners.

Attached is a resolution for your consideration.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING THE PURCHASE OF SOFTWARE SUPPORT FOR DISTRICT COURT, JUVENILE/PROBATE COURTS, AND COUNTY CLERK-WEST COMPLEX FOR 2012 WITH THE STATE OF MICHIGAN JUDICIAL INFORMATION SYSTEMS – INFORMATION TECHNOLOGY / GENERAL GOVERNMENT / FINANCE COMMITTEE

WHEREAS, the software used by Central Services Departments, District Court, Juvenile/Probate Court, and County Clerk-West Complex require annual support subscriptions to ensure software updates and technical software support services are received; and

WHEREAS, the Information Technology Department is hereby requesting authorization to purchase the software support for District Court, Juvenile/Probate Court, and County Clerk West Complex for the year 2012 through the State of Michigan Judicial Information Systems; and

WHEREAS, the Information Technology Department has obtained total costs for technical software services for the year 2012 and recommends that a Blanket Purchase Order with the State of Michigan Judicial Information Systems, be issued for a one (1) year period covering January 1, 2012 through December 31, 2012 for an amount not to exceed \$102,756.54 ; and

WHEREAS, funding for same is available in the through the Information Technology Department 2012 budget in the software line item 636 258 933.020 Budget; and,

WHEREAS, last year’s total cost for JIS services totaled \$ 99,820.70; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves a Blanket Purchase Order be issued to the State of Michigan for the Judicial Information Systems for technical software support for Central Services, Juvenile/Probate Court, and County Clerk West Complex for the year 2011 for January 1, 2012 through December 31, 2012 for an amount not to exceed \$ 102,756.54.

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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

Memorandum

To: Livingston County Board of Commissioners
From: Paul McNamara
Date: 2/21/2012
**Re: JIS Software Maintenance for District Ct., Juvenile Probate
Ct., and County Clerk West Complex**

Attached for your approval is a Resolution authorizing the purchase of software support services for Central Service department., Juvenile/Probate, District Ct., and County Clerk West Complex through the State of Michigan Judicial Information Systems (JIS). Said services include software technical support as well as upgrades to the software applications.

The Information Technology Department is requesting a blanket Purchase order issued to the State of Michigan Judicial Information Systems for an amount not to exceed \$102,756.54 for the 2012 budget year requirements, which remains the same as the charges for 2012.

The Judicial Information Systems (JIS) software is the primary record management application for the Livingston County court system. JIS software and other systems software provide for automated delivery of case disposition information to the Secretary of State and Michigan State Police. The yearly fees also provide technical assistance to all trial courts regarding the application of technology for judicial operations and direct software and hardware support.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION AUTHORIZING AN INDEFEASIBLE RIGHT OF USE AGREEMENT
BETWEEN LIVINGSTON COUNTY AND ARIALINK- Information Technology**

WHEREAS, Livingston County owns or has secured a right to use excess fiber optic capacity extending from Webberville, MI to Brighton, MI and from Brighton Township, MI near the intersection of Taylor and Hyne Roads south to Hamburg, MI; and

WHEREAS, Arialink has excess fiber optic capacity extending from Webberville, MI west to Lansing, MI; and

WHEREAS, Livingston County has a need to connect the Livingston County 911 Central Dispatch Building at 300 Highlander Way, Howell, MI 48843 to the Ingham County 911 Central Dispatch Building at 710 E. Jolly Road, Lansing MI 48910; and

WHEREAS, Livingston County will grant to Arialink an Indefeasible Right of Use for two strands of spare dark fiber in exchange for a 100 Mb/s Ethernet connection between the two 911 Central Dispatch Buildings; and

WHEREAS, Arialink will be responsible for performing all maintenance on the fibers at Arialink's expense at no charge to the County; and

WHEREAS, the agreement shall be for a term of five years, renewable in successive five year increments.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Livingston County IT Department to enter into an Indefeasible Right of Use Agreement with Arialink of Lansing, MI

BE IT FURHTER RESOLVED that the Chairman of the Livingston County Board of Commissioners be authorized to sign any necessary documents pertinent to this agreement upon review of Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Memorandum

To: Livingston County Board of Commissioners
From: Paul McNamara
Date: 2/23/2012
Re: Letter of Agreement with Arialink

I am submitting for your review and approval a letter of agreement with Arialink of Lansing to enter into an Indefeasible Right of Use (IRU) for two strands of the County's dark fiber between Webberville and the intersection of Hyne and Taylor Roads in Brighton Township. In exchange Arialink will grant to the County the use of an Ethernet connection from the Livingston County 911 Central Dispatch Building to the Ingham County 911 Building in Lansing at no cost to the County.

In addition, Arialink will perform all maintenance on the fiber being used at Arialink's expense.

This agreement will be for a five year period and can be renewed in successive five year increments.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING ENTERING INTO A TWO YEAR ENTERPRISE IT LEADERS SERVICE AGREEMENT BETWEEN LIVINGSTON COUNTY INFORMATION TECHNOLOGY AND GARTNER, INC./INFORMATION TECHNOLOGY/GENERAL GOVERNMENT

WHEREAS, Livingston County is entering into a period of major development in applications and infrastructure in Information Technology; and

WHEREAS, Information Technology have demonstrated a need for assistance and advise in developing strategic plans, RFPs, ROIs, and implementation for high priority projects; and

WHEREAS, the Information Technology Department has identified Gartner, Inc. as the leading research and advisory company in the world; and

WHEREAS, Gartner, Inc has an existing agreement with the State of Michigan which can be extended to Livingston County; and

WHEREAS, the cost of the two year agreement will be \$52,800 in the first year and \$55,600 in the second year which is in the approved 2012 Information Technology budget under contract services; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into a two-year Enterprise IT Leaders Service agreement between Livingston County Information Technology and Gartner, Inc., which will be \$52,800 in the first year and \$55,600 in the second year.

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

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MOVED:

SUPPORTED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Memorandum

To: Livingston County Board of Commissioners
From: Paul McNamara, Director
Date: 3/6/2012
Re: Gartner Enterprise IT Leaders Service Solution

During the next two years Livingston County will be implementing and adding application processes to meet the business needs of various County departments in their attempts to provide services to the citizens of the County. In addition, we will be working with surrounding Counties, Schools and 911 Centers in collaborative projects to improve our infrastructure, applications and technical skills. In order for us to optimize our strategic business planning and development we will need to rely on planning partners and trusted advisors.

Many of the projects we will be undertaking involve significant commitment in time and resources. It is imperative that these projects get off on the right foot. Our proposed project list includes: a new financial package (ERP), Web Page redesign, court imaging, EMS technical center, expansion of the fiber optic network and data Deduplication.

Considering the significant amount of research and planning that each of these projects will require, I am submitting for your review and approval a service agreement between Livingston County and Gartner, Inc. Gartner, Inc. is the world's leading information technology research and advisory company. The resources available through Gartner Research, Gartner Executive Programs, Gartner Consulting and Events will work with us to research, analyze, plan and monitor our upcoming IT projects

Gartner, Inc. has a unique place in the Information Technology industry. For the last 23 years they have been researching, testing and reporting on IT products and services in the rapidly developing IT industry. Gartner, Inc. employs over 4,500 associates and 1,500 analysts. The services that Livingston County will be using include; requirement definitions, cost benefits analysis, RFP development and review, bid review and implementation. Gartner will become a valued member of our development team.

The Enterprise IT Leaders Service Solution Agreement that I am recommending we enter into with Gartner supplies us with access to all of their research and product services, contract reviews, IT metrics, and product library. In addition, we will be assigned a client services advisor who will work specifically with Livingston County. The advisor's job will be to familiarize with Livingston County IT architecture, applications and projects in order to become part of our team and our single point of contact.

I am recommending that we enter into a two year agreement with Gartner, Inc. at a cost in the first year of \$52,800 and in the second year of \$55,600. These costs and agreement are part of a State of Michigan agreement with Gartner. The cost can be covered in the 2012 IT budget under the line item for consulting services. Additionally a portion of the contract costs will be included in the cost of the large scale ERP, Imaging, EMS and Fiber Projects.

If you have any questions please call me.

January 11, 2012

Ms. Belinda Peters
728F7838
County Administrator
Livingston County
304 East Grand River
Howell, MI 48843

Re: Gartner for Enterprise IT Leaders Advisor Service Solution

Dear Belinda:

I would like to thank you for giving Gartner the opportunity to demonstrate our research and advisory services expertise in support of your ERP initiative. Based on our recent discussions, you recognize the importance of working with a trusted advisor on optimizing your strategic business and IT planning process for your ERP initiative this coming year. I believe the direct interaction with one of our Leadership Partners, and our community of analysts will provide you and your staff the valuable insight into all the important phases of this critical enterprise initiative.

Gartner recommends our Enterprise IT Leaders Service Solution to provide the independent analysis, critical focus, and independent insight and advice to address the business and IT challenges you will be facing upon implementation of your selected ERP solution. Ultimately, we believe this level of service will deliver the timely and relevant advice needed to accomplish your overall objective of a successful ERP implementation in the months ahead. Gartner for Enterprise IT Leaders Advisor is the specific IT Research & Advisory Services Program recommended to you and your team.

If you have any questions or comments regarding this proposal, please contact me at 614-431-7150 or email: brian.lynch@gartner.com. Our Enterprise IT Leaders Service Delivery Team looks forward to working with you and your staff in the upcoming year. Thank you.

Sincerely,

Brian Lynch
Sr. Account Executive

IT Research & Advisory Services

A Proposal for

Belinda Peters-County Administrator
Livingston County, Michigan

Prepared by: Brian Lynch
Sr. Account Executive

January 11, 2012

Table of Contents

Proposal	2
Executive Summary	3
Comprehensive Strategic Planning Approach & Support	4
Scope and Methodology	4
Desired Outcome	5
Implementation	5
Key Deliverables	7
Key Benefits.....	9
Gartner Research Aligned to the County’s ERP Initiative	9
Managing the Livingston County Relationship	10
Gartner for Enterprise IT Leaders Advisor – Workgroup Essentials – CXO Account Management Team	11
Gartner Value for Public Sector Clients	13
Service Agreement	14
Gartner Service Agreement for Livingston County (“Client”)	15

Proposal

Executive Summary

Livingston County Michigan is continuing to move forward with their ERP initiative which will help the County automate and integrate their HR, Procurement and Payroll / Financial applications. The County Administrator wants to ensure that the technology selected and implemented will meet the user's business needs and be easily supported by the various stakeholders throughout the county, particularly those senior IT and business leaders in the Administrative and Financial offices of Livingston County.

Gartner Key Findings show that between 20% and 35% of all ERP implementations fail, and up to 80% exceed time and budget estimates. The business often blames ERP "failure" on the software implemented. Gartner analysis, however, shows that these failures are often attributable to organizational factors. ERP project success requires a focus on people and process, as well as the software. Ignoring these aspects will cause your project to fail.

Given the limited resources and experience for implementing ERP, Livingston County is interested in an executive advisory program that will help them be successful with the implementation of such a solution. Livingston County has expressed the need for on-going guidance and independent advice on how to get this right, by leveraging industry best practices and lessons learned. To-date, Livingston County has reviewed some of Gartner's research regarding key issues associated with transformational initiatives like ERP. Key personnel experienced an analyst inquiry to address a number of ERP questions in the areas of negotiating strategies, RFP development, implementation concerns, software vendor qualifications and on-going support for such a critical initiative.

Gartner recommends that Livingston County subscribe to our IT Research and Advisory Leadership Program service called Gartner for Enterprise IT Leaders Advisor. This program provides a "Teach, Coach and Critique" methodology to help ensure the success of Livingston County's ERP initiative. Through Gartner's Enterprise IT Leaders Service program our experts will deliver the appropriate advice and guidance on how to successfully implement your ERP initiative. This program will continue to provide proactive oversight by delivering a combination of objective guidance and coaching by your Leadership Partner, proactive scheduling of analyst inquiry calls throughout your ERP project, Client /Member Forums & Workshop(s) plus enhanced research specific to all phases of the ERP Lifecycle. This proposal outlines our approach and delivery for these services.

As discussed previously this program is not limited to your ERP initiative. Livingston County can also leverage Gartner's advice and support on a variety of other key IT initiatives as expressed in our meeting of September 27, 2011. Some of these areas include advice on: IT strategic planning; integrating iPads/Apple into the enterprise; mobile application development; document imaging; VoIP; and Virtualization best practices.

The annual investment for the Gartner for Enterprise IT Leaders Advisor service is \$52,800 in Year 1, and \$55,600 in Year 2. To launch your service for a March 1st start date, Gartner requires a PO by no later than February 28, 2012. The details associated with this offer are included in the investment summary of this proposal.

Gartner continues to be the best, single source for timely, strategic advice as you use Information Technology to enhance the effectiveness and efficiency of your organization. Our public and private sector clients benefit from our research and advisory services by reducing risk, saving time and money, gaining a true national perspective, and by leveraging the knowledge and advice that only Gartner's size and experience can provide.

Comprehensive Strategic Planning Approach & Support

Over the past decade, technology has changed, matured, and evolved at a tremendous pace. Livingston County's use of technology has also increased dramatically, and the County has grown dependent upon the technology that has been implemented to support its most critical day-to-day functions and operations.

Livingston County's management and staff continue to struggle to improve the level of service it provides agency customers. It intends to embark on a strategic ERP planning effort that will touch about every aspect of how business is done in Livingston County for the next several years. Livingston County wishes to ensure that the ERP strategy, planning, implementation and support aspects of this critical initiative are aligned with and derived from, the needs of the various stakeholders throughout the County. In addition, Livingston County wants to ensure that the pending selection, staffing, implementation and on-going support of the ERP solution is continually monitored at various "check points" to ensure project success for the enterprise.

Some of the essential consultative activities needing to be provided as part of this important ERP Initiative include:

- . Guidance on RFP development
- . Review of RFP components prior to releasing it to the public
- . Feedback on RFP responses
- . Evaluating ERP staffing delivery and production support
- . Assessing ERP technology platform alternatives (i.e. Linux vs. Windows)

In addition, Livingston County needs ongoing advice and support across a number of technology domains and initiatives to ensure sound decision making and the implementation of optimum IT solutions within acceptable costs with minimum risks. In support of this activity and the development and execution of a comprehensive ERP Implementation and Support Strategy, the following proposal has been developed as the recommended methodology that will enable the Livingston County Administrator and Chief Financial Officer to mitigate risk associated with their ERP solution.

Scope and Methodology

To this end, Gartner proposes a specialty advisory relationship with Livingston County over the next 12 months to augment internal talent and knowledge by subscribing to Gartner for Enterprise IT Leaders Advisor service. The Enterprise IT Leaders solution will be utilized to stimulate fresh thinking, ensure an objective and independent validation of decision making through the use of best practices, executive advisors, and peer network sharing. Gartner believes that this relationship will provide Livingston County with the advice, tools and assistance required to confidently advance the implementation and support of the County's ERP project.

The ability to access this intelligence consistently and in-context will provide Livingston County the ability to effectively create, maintain and refine key planning disciplines required to ensure the successful implementation of the selected ERP solution. In order to address the stated objectives, Gartner's Enterprise IT Leaders Advisory Service will not only be used to address the various ERP Lifecycle phases but also assist Livingston County in a multitude of other topics within the parameters that the service deliverables provide. Gartner feels that the Leadership Partner's trusted advisory relationship with the CFO / CIO (CXO) and associated inquiries with our analyst community will create an optimal strategic business planning environment for the successful deployment of the ERP solution.

Desired Outcome

- . Development of a validated ERP RFP document to solicit qualified solution and service responses for the County to evaluate.
- . Implementation and on-going support plan based on Livingston County's review of vetted ERP responses and vendor interviews
- . Assistance to address and evaluate the content of the ERP responses (i.e. pricing, terms & conditions, SLAs, etc.)
- . Understand how IT & the pending ERP selection, implementation, and on-going support impacts business issues and contributes to the overall operational performance of Livingston County's Administration and Financial Operations.
- . Institutionalize the ERP planning process, the knowledge, and experience to enable Senior IT/Business Leadership to execute the plan more effectively with county agency program managers, team leads, and other stakeholders in strategic business planning, HR, procurement, budget preparation, and performance metrics across the enterprise
- . Assistance on additional Key Initiatives (i.e. IT Strategic Planning, iPad/Apple integration into the enterprise, Mobile Device Strategy/Policy, Application Development, etc.)
- . Create ability to develop and support sound decision-making processes and the implementation of optimum IT solutions within acceptable costs with minimum risks.
- . Align overall ERP & IT Strategic Planning with Livingston County's mission and business requirements to better understand IT investment prioritization and decision choices
- . Effectively Prepare, Assess, Plan, Act, Measure, and Communicate how key mission/business drivers and strategies can direct more-effective IT strategic planning.

Implementation

- . Gartner will work with Livingston County's Administration (and Steering Committee as appropriate) on governance best practices, funding mechanisms, executive communication, validating implementation and support staffing and overall plan coordination to oversee the successful implementation of the County's ERP solution with the assistance and guidance of Gartner resources.
- . A senior Gartner Leadership Partner (LP) will be assigned to Livingston County's CFO and/or CIO (CXO) to assist in the following areas:

- o Work with Livingston County's CXO to understand the organization's goals and initiatives and the impact the ERP initiative will have on them
- o Act as the CXO's on-going trusted advisor
- o Coordinate, organize and deliver to Livingston County's Senior IT/Business Leadership the information on the trends and best practices around the areas of:
 - . ERP Governance, ERP Project Execution, ERP Management Support, enterprise-scale technology directions, change management, customer service, information access and business intelligence, security, and other areas pertinent to the strategic planning & implementation of ERP
- o Personally deliver content in the areas of ERP Staff Planning & Support
- o Coordinate the delivery of the information from Gartner subject matter experts to address additional areas as necessary including:
 - . Observations of potential gaps between today's ERP implementation and support best practices and the County's prospective ERP responses in this area
 - o Deliver a facilitated session as appropriate to communicate these best practices to the audience of the CXO's choice.
 - o Be available for document review and routine consultation; ensuring that best practices and trends are identified in an on-going manner and in the proper context (public sector)
 - o Participate in two community partnership meetings off-site with CXO and her/his peers focused on providing insight and advice on member-selected topics pertinent to enterprise applications.
 - o Conduct a one-half day on-site workshop/ planning session with the CXO and his/her IT/Business Leadership Team to facilitate strategy, RFP development, implementation, support, and change management issues regarding your ERP initiative.
 - o Engage in bi-monthly one hour outreach calls with the CXO for additional support
 - o Extend the County's IT/Financial staff by bringing the distilled intelligence of more than 600 Gartner analysts to this engagement

In addition, this Leadership Service Program will also provide facilitated access to all Gartner Core Research and analysts across a wide spectrum of technology topics as needed for the licensed seat holder.

Key Deliverables

Program Deliverables

- . Relationship Team. A senior leadership-level relationship manager (i.e. Leadership Partner), backed by a qualified support team (i.e. Client Manager), will know and track Livingston County's issues, business, and ongoing work with Gartner. This Service Delivery Team will be the CXO's primary interface with Gartner and will work with her to maximize the value of her relationship with Gartner.
- . Personalized Inquiry Services. The Service Delivery Team will serve as the primary Gartner interface for all Livingston County's inquiry and research needs. As the need arises for Livingston County to speak with a Gartner expert, the CXO (or designated delegate) will simply

call Gartner's Service Delivery Team. Gartner's team will do the footwork for Livingston County's CXO. These services are available throughout the term (1/01/12 to 12/31/12) and are not limited to the number of times they can be used.

Exceptional Knowledge and Expertise

. Exclusive Strategic IT Research. Livingston County's CXO will formulate the research agenda and dedicated Gartner Service Delivery Team personnel and analysts fulfill it. The CXO and her/his direct reports will receive research exclusive to the program – and focused on her needs – on a regular basis. Typical themes are ERP Strategy, Governance, Business Value of IT, IT Organizational Design, Shared Services, Workforce Change Management, and Portfolio Management.

. Gartner Intelligence. With the assistance of the Gartner for Enterprise IT Leaders Service Delivery Team, Livingston County will receive the research it needs from the distilled intelligence of more than 600 Gartner analysts, recognized as the world's most valuable single source of IT knowledge and opinion. The CXO will be able to access Gartner Core and Role-based research through gartner.com, or she/he can rely on the Gartner relationship team to keep her/him updated on the latest information that's pertinent to Livingston County's ERP initiative. This research is available to Paul McNamara (CIO) or Cindy Mendoza (CFO) as the designated seat holder.

. On-site Consultative Strategy Meeting with your Leadership Partner to provide advice, coaching, strategic planning and review of key initiative(s) execution.

. Member Forum Meetings & Workshops – Two one and one-half (1.5) days focused on member-selected topics providing a venue for networking and peer exchange, plus features member presentations on working solutions and facilitated workshops with Gartner analysts.

. Monthly Outreach Calls with Gartner's Leadership Partner and Client Manager for additional support around specific topics/issues.

Extended Networking

. Facilitated Peer Networking. Membership guidelines ensure that the CFO will be partnered with other members that have similar challenges, goals, and professional experience. Gartner's Peer Connect Service will connect the CFO and/or CIO with fellow members to extend her/his network, both proactively and based on her/his requests.

. Gartner Summit Ticket. CXO members receive complimentary admission to a Gartner Summit Conference Event. Event topics cover Application Architecture & Development, Business Process Management, IT Financial Procurement, Data Centers, etc. for senior IT professionals.

Additional Support

Beyond traditional IT & ERP Strategic Business Planning, the Enterprise IT Leaders Service will provide support to many IT projects on an on-going basis at Livingston County. Some of the project lifecycle support areas available include:

. Strategic Discussion and direction – Is Livingston County going in the right direction strategically – what are the risks?

- . Market Trends and Emerging Technology – What direction is the market going - what are the latest technologies available to accomplish the County Administrator’s goals?
- . Requirements Definition – As an example the CXO can request Gartner analysts to review the ERP software, hardware, maintenance, staffing, and support requirements and future scope of work to identify risk, and provide general counsel/validation. Other projects identified under the Livingston County’s IT Strategic Plan can also be sent through this process
- . Cost Benefit Analysis – Business Case Justification - What are the projected benefits and cost analysis in doing such a project (implementing the ERP solution)? How can we communicate the value to all stakeholders (citizens, county agencies, various Governance Boards, ERP Steering Committee, and business groups) within the County?
- . Vendor Identification – Which vendors are in a particular space (i.e. ERP, Document Imaging for the Courts, Mobile Application Development Tools, etc.), how do they match up, what are the pros and cons, which vendor, based on the Livingston County’s ERP’s requirements best suits the needs of the County?.
- . RFP/RFQ Development – What goes into an RFP? What should a successful RFP look like? Terms and Conditions, SLA’s, Contract Writing & Framework, Benchmark Metrics, Evaluation Criteria, etc.
- . RFP Review – Let’s review your RFP (up to 25 pages per interaction) to ID risk and name topics that have not been entered.
- . Vendor Responses – Let us review the selection criteria and the vendor responses (i.e. ERP or otherwise) to ensure Livingston County is making the right choice.
- . Bid Review – Lets review the deal to ensure you are getting the best T’s & C’s, SLA’s and Price – let’s compare the price to ensure you are paying a fair amount – and if not, how you can secure that.
- . Implementation Best Practices - Thousands of deployments of all sizes and complexities can offer lots of experience and lessons learned, and using them can allow Livingston County to avoid having to “reinvent the wheel”.

Key Benefits

- . Provides expert advice and industry experience on how to successfully implement ERP
- . Provides proactive delivery of all analyst inquiries and meetings, plus targeted ERP research to support your implementation.
- . Ensures external oversight to help Livingston County keep their ERP project momentum on track with objective advice and guidance throughout the entire ERP Lifecycle. (One public sector client attributes Gartner’s IT Research and Advisory Services to keeping their multi-million dollar ERP project on time and on budget.)
- . Ensures the County makes the right technology decisions as part of the ERP Software and Hardware Vendor Selection Process.
- . Provides contract reviews to secure potential hard dollar savings from hardware and software vendors that can range from 10 – 30 % of your best and final offers.
- . Offers an On-Site Strategy Meeting facilitated by either a Leadership Partner and/or ERP subject matter expert (SME) to discuss pertinent concerns or challenges regarding the County’s ERP initiative and other top priorities as appropriate.

- . Ensures that the ERP Strategy, Implementation Plan, and on-going Management Plan are continually scrutinized by an industry recognized, impartial third party IT advisor.
- . Fosters an awareness of the best practices in private sector ERP Lifecycle activities and allows Livingston County to apply that experience in the public sector as appropriate
- . Provides access to additional peer networking opportunities with Peer Connect and Enterprise IT Leader Program members in the public and private sector who have deployed ERP solutions and can convey lessons learned.

Gartner Research Aligned to the County's ERP Initiative

Below are examples of recommended research available from Gartner that are aligned to Livingston County's primary key initiative for the next twelve months – the Selection, Implementation and Management of the Livingston County ERP initiative. Access to this research and all Enterprise IT Leader Service research will be coordinated through Gartner's Service Delivery Team on behalf of the CXO.

Livingston County's Key Initiative

Gartner Solution

Recommended Research

Enterprise Resource Planning

Gartner for Enterprise IT Leaders Advisor

- Q&A: What ERP Is and What the Associated Terms Really Mean
- ERP Strategy: Why You Need One, and Key Considerations for Defining One
- Life Cycle Guide to ERP Research, Update 2011
- Predicts 2011: Aligning Enterprise Business Applications to Drive Business Outcomes
- Market Insight: ERP/CRM/SCM Applications Outsourcing, Worldwide and Regions, 2009-2014
- Essential Metrics for Outsourcing ERP Services
- Hype Cycle for ERP
- Case Study: Deploying SaaS-Based ERP
- An ERP Business Case Tutorial
- Tutorial: How to Use a Robust Business Case Process to Avoid Seven Common ERP Pitfalls
- Balance Process Agility and Process Integrity Choices Along the Application Continuum
- Master Data Management of Product Data Market Overview
- Applying Gartner's Pace Layers to Customer-Centric Order Management Processes and Applications

- Use Gartner's Pace Layers Model to Structure Your Procurement Application Portfolio

Managing the Livingston County Relationship

A large part of the on-going Gartner relationship is the careful, considerate management of client requests. Gartner values and promotes a collaborative, interactive environment and will work hand-in-hand to continually understand the IT and business needs of Livingston County. Livingston County will benefit from the Gartner Account Team's ability to facilitate relationships with analysts, consultants and executive leadership. Gartner is proud to offer an account support team that will continually monitor the needs at all levels of Livingston County. In addition, Gartner will periodically conduct status meetings and reviews to ensure Livingston County's needs are being met.

Executive Program Value Service Plans — Gartner and Livingston County will develop a Value Service Plan at the beginning of this contract to determine all necessary action items, timeframes, analyst meetings, as well as research needed to successfully support your ERP Project.

Gartner for Enterprise IT Leaders Advisor – Workgroup
Essentials – CXO Account Management Team

Joe Farrugia – Leadership Partner – Public Sector

- . Focal point for your strategic business relationship with Gartner.
- . A former senior IT executive with extensive IT leadership experience provides coaching & advice, summarizes research and leverages expertise of Gartner analysts to assist client in achieving their goals.
- . Experience in ERP implementations
- . Responsible for understanding your issues, initiatives, and needs so Gartner can contribute in the best way possible.
- . Reaches out regularly to senior level executives to understand critical business and technology issues facing your organization.
- . Conducts/provides quarterly reviews with your organization on use of Gartner services to ensure the maximum value is delivered to your organization.

Brian Lynch – Sr. Account Executive – Public Sector

- . Responsible for understanding your issues, initiatives, and needs so Gartner can contribute in the best way possible.
- . Meets regularly with senior level executives to understand critical business and technology issues facing your organization.
- . Administers billing and client service issues through Gartner Client Financial Services group.
- . Conducts/provides quarterly reviews with your organization on use of Gartner services to ensure the maximum value is delivered to your organization.
- . Develops an action plan for your organization to review new or additional Gartner services.

. Distributes Gartner information pertaining to analyst calls / visits, Gartner events, and audio conferences within your organization.

TBD - Client Manager – Public Sector

The Client Manager (CM) will supplement the Leadership Partner's and Account Executive's efforts by providing timely support to your organization. The CM is virtually accessible all of the time by phone fax or email during normal business hours, and will contact you when your organization needs immediate assistance on most of the issues listed above, plus:

- . Focal point for your day-to-day operational relationship with Gartner.
- . Proactively scheduling of analyst inquiry calls and delivering research based on your issues and needs
- . Provide ongoing training within your organization.
- . Provide web-based product demonstrations.
- . Act as liaison with the Gartner analyst community.
- . Provide electronic communications with highlighted Gartner research and audio-conference schedule
- . Alert clients to Analysts visiting Livingston County.
- . Alert clients to Conferences and Local Briefings in their area.

Gartner Value for Public Sector Clients

Some examples of the impact of our services for public sector clients:

Reduced Time to Action Utilize Gartner to shorten the process of information gathering and assimilation thereby reducing time to action. Do not re-invent the wheel with each new initiative or new technology evaluation.

Accountability Insurance Ensure that IT decisions are made on the best possible information and planning assumptions. Avoid dead-end technologies and mistakes others have made.

Cost Avoidance Avoid initiatives that are destined to fail. Avoid vendors that lack market strength and scalability.

Sounding Board Objective, unbiased analysis of technology, vendor claims, and trade hype.

On the experiences of Gartner's other clients, you are able to get outside, pragmatic interpretation of vendor vision and technical direction

Vendor Qualification Assess the financial and business viability of vendors. Determine their ability to survive and the soundness of their vision.

Staff Extension Avoid hiring additional staff or expensive consultants to evaluate technology.

Gartner provides you with a depth and breadth of information and research that cannot be obtained in-house.

Negotiate Better By maintaining a frequent dialogue with our clients, Gartner analysts are the best informed as to what deals are being cut, what negotiating tactics are most successful, how standard contracts can be modified, how to get special Ts & Cs added, or how to obtain a special discount.

RFP/Proposal Assistance Gartner analysts assist in compiling requirements for RFPs. Proposals from vendors can be reviewed to insure you negotiate from a position of strength.

Source of Credibility Gartner lends credibility to IT initiatives as a verification source to non-IT management. Gartner serves as an effective seal of approval by providing you with the long-term advantages or consequences of choices.

Strategic Plan Support The information technology industry has become so complex that every user needs plans to serve as a basis for decision making. Gartner Scenarios - outlines of evolving markets and vendor strategies - provide strategic planning assumptions, which you can use to customize your own directions.

Justify IT Budgets Gartner analysts assist with budget justifications and business case analyses.

Service Agreement

Gartner Service Agreement for Livingston County (.Client.)

This Service Agreement (“SA”) including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06904 (“Gartner”) and Livingston County of 304 E. Grand River Ave., Suite 204, Howell, MI 48843 (“Client”), for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

Service Name

Level of Access

Number of Users

Name of User to be Licensed

Contract Term

Start Date 4/1/12

Contract Term

End Date 3/31/13

Annual Fee \$ 52,800

Total Fee \$ 52,800

Gartner for Enterprise IT Leaders Advisor

Contract Term

Start Date 4/1/13

Contract Term

End Date 3/31/14

Annual Fee \$ 55,600

Total Fee \$ 55,600

Advisor Applications Oracle: Paul McNamara

Gartner for Enterprise IT Leaders Advisor

Advisor Applications Oracle Paul McNamara

Total Services: (Excluding applicable sales tax) \$108,400

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access

Service Description URL

Gartner for Enterprise IT Leaders Advisor

http://www.gartner.com/it/sd/sd_eitl_apps_oracle.pdf

3. PAYMENT TERMS

728F7838

Gartner will invoice Client in advance for all Services. Payment is due 30 days from the invoice date.

Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number Billing Address

Invoice Recipient Name Invoice Recipient Tel. No.

Invoice Recipient Email

5. AUTHORIZATION

Client: Gartner, Inc.

Signature/Date Signature/Date

Brian Lynch – Sr. Account Executive

Print Name and Title Print Name and Title

General Terms

1. This SA for subscription-based research and related services (the “Services”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.
2. Ownership and Use of the Services. Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “Licensed User”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the Usage Guidelines for Gartner Services (“Guidelines”), which are accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.
3. **DISCLAIMER OF WARRANTIES. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.**
4. Client Confidential Information. Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any

information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. Miscellaneous

(a) Assignability. This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) Arbitration. Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) Applicable Law. This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) Use of Name, Trademark, and Logo. Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) No Third Party Beneficiaries. This SA is for the benefit of the parties only.

(f) Surviving Clauses. Sections 3, 4 and 5 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

WHEREAS, Information Technology is short staffed; and

WHEREAS, Information Technology is in need of a developer to assist with some of our departmental projects; and

WHEREAS, having the option of contracting a developer through Recruitment Management Consultants, LLC (RMC) would allow us the assistance to complete some of these projects in a more timely manner; and

WHEREAS, the Technology Committee would have to approve of any projects in need of a contracted developer; and

WHEREAS, the departments will need to have funds budgeted or approved to pay for a contracted developer; and

WHEREAS, the agreement would go through our legal review for finalization with Recruitment Management Consultants, LLC; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners enters into an agreement for services with Recruitment Management Consultants, LLC, 333 Albert Ave. Suite 450, East Lansing, MI 48823, to utilize their staffing services if/as needed.

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

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Memorandum

To: Livingston County Board of Commissioners
From: Paul McNamara, Directory
Date: 3/7/2012
Re: Information Technology Contracted Personnel

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

We would like to have the option of using Recruitment Management Consultants, LLC (RMC) to assist us in hiring any temporary and/or replacement personnel, when it is for a budgeted project and/or Board approved position. This process allows us to make sure any individual(s) we contract with and then possibly hire through this option is a good fit for Information Technology (IT) and all of our Livingston County departments.

We would also like to retain the option of hiring directly, as this will help us fulfill our needs with the best possible candidate(s). We have a Board approved agreement of this sort with Beacon Hill Staffing, and this will allow us additional resources to help support our departments and entities paying for the County's IT services.

Attached for your approval, is the sample Agreement. Once the board has approved, this agreement will be submitted for legal approval and finalized with Recruitment Management Consultants, LLC.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING ENTERING INTO THE LIVINGSTON COUNTY FIBER CONSORTIUM AGREEMENT AND THE FIBER OPTIC MAINTENENACE AGREEMENT BETWEEN LESA, LIVINGSTON COUNTY, BRIGHTON AREA SCHOOLS, HARTLAND CONSOLIDATED SCHOOLS, AND PINCKNEY COMMUNITY SCHOOLS/INFORMATION TECHNOLOGY/GENERAL GOVERNMENT

WHEREAS, LESA, Livingston County, Brighton Area Schools, Hartland Consolidated Schools, and Pinckney Community Schools currently operate their own wide area networks; and

WHEREAS, they all wish to provide for the joint design and construction of a regional wide area network, which shall provide them internet access and the transmission of interactive data, voice and video communication over the network; and

WHEREAS, the consortium members are cooperatively arranging for the interconnection of the respective wide area networks and the acquisition, installation and construction of new fiber optic cable and filaments for the purpose of permitting consortium members, and approved non-member municipal departments and entities to connect , interact and communicate through the network; and

WHEREAS, the consortium members desire to enter into an agreement for the purpose of establishing and forming the network and a consortium to coordinate the efforts related thereto; and

WHEREAS, the consortium also desires to extend the capabilities of high-speed broadband telecommunications to the non-member educational and municipal departments and other entities; and

THEREFORE BE IT RESOLVED that the Livingston County Board of

Commissioners hereby authorizes entering into the Livingston County

Fiber Consortium and the Fiber Optic Maintenance Agreement.

BE IT FURTHER RESOLVED that the Board Chair be authorized to sign said

agreement upon review of Civil Counsel.

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MOVED:

SUPPORTED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Memorandum

To: Livingston County Board of Commissioners
From: Paul McNamara, Director
Date: 3/8/2012
**Re: Livingston County Fiber Consortium Regional Interconnect
Agreement and Fiber Optic Maintenance Agreement**

I am submitting for your review, consideration and approval the Livingston County Fiber Consortium Regional Wide Area Network Interconnect Agreement and Fiber Optic Maintenance Agreement.

The Regional Wide Area Network Interconnect Agreement and the Fiber Optic Maintenance Agreement are made between Livingston County, LESA, Brighton Area Schools, Hartland Consolidated Schools and Pinckney Community Schools. Each of the parties currently operates and maintains their own wide area network. These agreements allow for the joint design and construction of a regional wide area network which will provide the group with internet access and the transmission of interactive data, voice and video communications.

The agreements establish an Executive Committee to oversee the expansion and maintenance of the Wide Area Network. They also designate LESA as the Operating Agent and Fiscal Agent for the consortium. The Consortium Agreement establishes the method by which additional members can be added to the consortium and maintenance agreements. Once the original agreements have been accepted by the respective boards Fowlerville Community Schools and Howell Public Schools will request to be added to the agreements. They were not included in the original agreements because they were not part of the second phase of the fiber optic network project.

If you have any questions with regards to the agreements please contact me.

LIVINGSTON COUNTY FIBER CONSORTIUM

REGIONAL WIDE AREA NETWORK

INTERCONNECTION AGREEMENT

This Regional Wide Area Network Interconnection Agreement (the "Agreement") is made, effective as of _____, 2012 (the "Effective Date"), by and between Livingston Educational Service Agency, a Michigan intermediate school district operating under and in pursuance of the Revised School Code, MCL 380.1, et seq., with offices located at 1425 W. Grand River Avenue, Howell, Michigan 48843 (the "LESA"), Brighton Area Schools, a Michigan general powers school district operating under and in pursuance of the Revised School Code, MCL 380.1, et seq., with offices located at 125 South Church Street, Brighton, Michigan 48116 ("Brighton"), Hartland Consolidated Schools, a Michigan general powers school district operating under and in pursuance of the Revised School Code, MCL 380.1, et seq., with offices located at 9525 Highland Road, Howell, Michigan 48843 ("Hartland"), Pinckney Community Schools, a Michigan general powers school district operating under and in pursuance of the Revised School Code, MCL 380.1, et seq., with offices located at 2130 East M-36, Pinckney, Michigan 48169 ("Pinckney"), and the County of Livingston, with offices located at 304 E. Grand River, Howell, Michigan 48843 ("Livingston") (collectively, the "Members").

R E C I T A L S

- A.
WHEREAS, each of the Members either currently operates its own wide area network or anticipates the construction of new portions of a wide area network; and
- B.
WHEREAS, the Members wish to provide for the joint design and construction of a regional wide area network (the "Networks", as defined herein), which shall provide the Members internet access and the transmission of interactive data, voice and video communication over the Network on the terms and conditions herein; and
- C.
WHEREAS, the Members are cooperatively arranging for the interconnection of the respective wide area networks of the Members and the acquisition, installation and construction of new fiber optic cable and filaments for the purpose of permitting the Members, and approved non-Member municipal departments and entities located within the geographic boundaries of the Members, to connect, interact and communicate through the Network; and
- D.
WHEREAS, the Members wish to consent to the installation of the fiber optic cable and facilities on their respective properties and through the relevant public

rights of way, as necessary to create the Network, and to share in the operating and maintenance expense thereof; and

- 1 -

E.

WHEREAS, the Members desire to enter into this Agreement for the purpose of establishing and forming the Network and a consortium to coordinate the efforts related thereto; and

F.

WHEREAS, the Members desire to extend the capabilities of high-speed broadband telecommunications to the non-Member educational and municipal departments and entities indicated in Attachment C; and

G.

WHEREAS, the Michigan Telecommunications Act, Public Act 179 of 1991, as amended, MCL 484.2101 et seq. (the "Michigan Telecommunications Act"), as enacted, specifically authorizes educational institutions to operate telecommunications networks to provide advanced telecommunications services; and

H.

WHEREAS, the Michigan Telecommunications Act has among its purposes to "improve the opportunities for economic development and the delivery of essential services including education and health care"; and

I.

WHEREAS, the Intergovernmental Contracts between Municipal Corporations Act, Public Act 35 of 1951, as amended, MCL 124.1, et seq. authorizes intergovernmental agreements.

NOW, THEREFORE, THE MEMBERS AGREE AS FOLLOWS:

1.

Purpose and Organization

1.1 The Purpose of this Agreement

is to form a non-profit voluntary unincorporated association that will act as a consortium (the "WAN Consortium"), to be known as the "Livingston County Fiber Consortium", organized to establish and operate a high speed interconnection of fiber optics to form the Network which will provide interactive voice/video/data connectivity and services to multiple sites within the geographic boundaries of the Members for educational purposes (such as distance learning, research, and for high speed access to the Internet) as well as public safety and intergovernmental data communications. The WAN Consortium shall function as a consortium of tax-exempt governmental entities and therefore will be a tax-exempt organization acting on behalf of its Members for the purposes stated herein. This Agreement creates a several, but not joint, obligation of the parties.

1.2

To the extent the WAN Consortium is obligated to undertake any action on behalf of the Members, those actions shall be taken by the LESA as Operating Agent and Fiscal Agent of the WAN Consortium. The WAN Consortium has no authority to enter into contracts to own property or to employ personnel. Accordingly, neither the Executive Committee, defined herein, nor any Member has authority to act as agent for or to enter into any

contract that would bind the WAN Consortium or any Member to a third party, except with respect to any agreement necessary to permit utility pole attachments, as provided in Section 1.4.2, or to enter into maintenance agreements as provided in the Fiber Optic Maintenance Agreement (the "Maintenance Agreement").

1.3

The Members hereby create a governing body for the WAN Consortium consisting of a single designated representative of each Member (the "Executive Committee"). The Executive Committee shall meet at least annually on the anniversary of the effective date of this Agreement, or on such other dates as designated by the Executive Committee. Actions of the Executive Committee shall be deemed effective on a two-thirds majority vote of the designated Executive Committee members. The vote of each Executive Committee member shall have equal weight. The Executive Committee shall have control and authority over determination of services to be provided by the WAN Consortium and a service fee structure related thereto.

1.4

Costs associated with the construction and installation of new portions of the Network shall be allocated as follows:

1.4.1

Construction and Materials - Each Member shall have the direct and full responsibility for the costs associated with construction and materials for that portion of the Network that contains or directly relates to fiber owned by a particular Member. In the event that portions of the Network bear the fiber of two or more Members, the cost of that construction and materials shall be divided into shares based upon the ratio of fiber owned by that Member to the total fiber contained in that portion of the Network.

1.4.2

Pole Attachment - LESA shall contract for and initially pay costs related to initial utility pole attachment and/or movement for the benefit of the Network, and such costs shall be apportioned to the relevant Member(s) pursuant to the Maintenance Agreement.

1.4.3

Design Costs - LESA shall contract for and initially pay costs related to initial design for the benefit of the Network, and such costs shall be paid pursuant to the Maintenance Agreement.

1.5

The fiscal year of the WAN Consortium shall be July 1 to June 30 of each year. The Executive Committee shall develop a budget for the upcoming fiscal year at least three (3) months prior to the end of the then-current fiscal year and provide said budget to all Members for review. Based on that review, the Executive Committee shall consider said budget for approval. A separate accounting for the WAN Consortium shall be developed by the Fiscal Agent, and an audit shall be performed annually for submission to the

Executive Committee for its consideration and approval. Funds of the WAN Consortium shall be handled according to standard accounting procedures and shall not be commingled with other funds of the Fiscal Agent.

1.6

Upon unanimous agreement of the then-existing Members, additional Members may be added without termination of the Agreement, with the timing of such addition and all terms related to such addition to be set by the then-existing Members.

2. Definitions

2.1

"Agreement" means this Livingston County Fiber Consortium Regional Wide Area Network Interconnection Agreement entered into by the Members.

2.2

"Demarcation Point(s)" means the places at which the Network connects (physically or electronically) to a Member or a Share. A description of all Demarcation Points, together with all direct interconnections agreed to by the Members, is set forth on the Attachment A, and Attachment A shall be amended by agreement of all Members in the event of any changes, additions or deletions in the location of any Interconnection Point.

2.3

"Equipment and/or Facilities" means all equipment and components of the physical telecommunication network used by the Network.

2.4

"Fiber Optic Filament" means the strands of fiber optic material that are bundled inside a Network cable.

2.5

"Interconnection Point" shall mean any point at which the parties agree to physically and directly join their respective data communications networks under this Agreement.

2.6

"Cable" means the protective sheathing surrounding the fiber optic filaments and the fiber optic filaments inside that sheathing.

2.7

"Member" or "Members" means the following Consortium participant institutions:

Livingston Educational Service Agency;
County of Livingston, Michigan;
Brighton Area Schools;
Hartland Consolidated Schools; and
Pinckney Community Schools.

2.8

"Network" means the physical combination of Cable and Fiber Optic Filaments owned by Members of this Agreement and bundled together in

the same Cable used in the operation of a regional wide area network, running from and between local networks at the following institutions:

Livingston Educational Service Agency;
County of Livingston, Michigan;
Brighton Area Schools;
Hartland Consolidated Schools;
Pinckney Community Schools;
Share locations administered by County of Livingston, Michigan,
and defined herein.

A map of the Network is attached hereto as Attachment A and is operated by Members identified in Attachment B.

2.9

"Share" means a participating site connected to the Network representing a non-ownership share in the use and cost of operating and maintenance of the Network, either as (a) a Member or (b) as a non-Member site of a designated municipal department or entity located within the geographic boundaries of one or more Members. Such non-Member holders of Shares shall be represented and administered by Livingston under this Agreement. With regard to non-Members, each connection site shall be a separate Share. With regard to Members, each Member shall have a single Share regardless of the number of sites owned by the Member. Shares have no control or voting rights with respect to the WAN Consortium, and such control/voting rights shall vest solely in the Members.

3. Exchange of Traffic

3.1

The parties agree to exchange digital communications traffic over the Network at the Interconnection Point(s) described and outlined in Attachment A, subject to the terms and conditions set forth in this Agreement. Each party shall provide, at its own expense, a connection from its data communications network to the Interconnection Point(s) upon a schedule to be mutually agreed upon. Each Member will be responsible for the routing of their own traffic to their own Interconnection Points (unless otherwise agreed upon in writing).

3.2

The data rate(s) at which each Member can connect hereunder shall not be limited by any action, installation or use of network technology by any other Member.

3.3

The Members agree not to restrict or divert data routed through the Network unless required to do so by applicable law, regulation or order of a court or administrative agency of competent jurisdiction; internal policies or guidelines of the Members; or due to reasonable security or legal concerns.

3.4

Except for control traffic which must be examined in order for the parties to operate their respective portion of the Network or to the extent required by applicable law, regulation or order of a court or administrative agency of competent jurisdiction or internal policies or guidelines of the respective party, no party shall monitor or capture the contents of any data or other traffic that passes through the Interconnection Point(s). No Member shall modify the infrastructure of the Network in any way to examine any data traffic transmitted utilizing another Member's Fiber Optic Filament unless an order of an appropriate court or administrative agency is in force. Except as otherwise agreed amongst the Members and with non-Member holders of Share(s) as appropriate, no Member shall provide to third parties any statistical information derived from the Network, or by IP address; provided, that each Member may provide its own technical departments and third-party service providers (if appropriate) with its own statistical data.

3.5

A non-Member holder of a Share shall be entitled to access and use the Network for the purpose of digital communication traffic. In exchange for such access, such non-Members shall pay the full value of their portion of operational and maintenance costs pursuant to the Maintenance Agreement.

3.6

Prior to the interconnection of Member sites, the technology director of each of the Members shall meet and review the network architecture proposed for the Network. Further, to the extent any Member makes any alterations, changes and/or adjustments to that portion of the Network directly controlled by that Member, that Member shall issue prior notice of such alterations, changes and/or adjustments to the other Members. Based on such notice, any of the other members may request a meeting (in person or via electronic connection) to review the proposed alteration, change and/or adjustment. Such a meeting shall then be timely held to establish an agreement of a two-thirds majority of the Members to such a change.

4. Term and Termination

4.1

This Agreement shall have an initial term of ten (10) years following the Effective Date. Eighteen (18) months before the expiration of the initial ten (10) year term of this Agreement, and eighteen (18) months before the expiration of any subsequent renewal terms, each Member will undertake a review of the Agreement and its individual participation in the WAN Consortium. At the end of the initial ten (10) year term, this Agreement shall automatically renew for a ten (10) year period ("Renewal Term"), absent the receipt by the renewing Members of written notice from one or more non-renewing Members, at least twelve (12) months prior to the expiration of the initial term or during a renewal term to the effect that such Member elects not to renew or continue this Agreement. If any Member terminates this Agreement upon expiration of the initial term, this Agreement shall continue

on its present terms and conditions for all remaining Members. The remaining Members shall have "first right of refusal" to procure the terminating Member's ownership interest in the Network at the rate of the best good faith bid for purchase of that interest. If a Member withdraws from this Agreement prior to the expiration of this Agreement without the unanimous consent of all Members, such withdrawal shall be treated as a default under Section 4.2 of this Agreement.

4.2

If any Member shall fail to comply with any of the terms of provisions of this Agreement, or default in any other obligations under this Agreement and shall fail to correct such default or non-compliance within thirty (30) days after written notice from one or more of the non-breaching Member(s), the non-breaching Member(s) may elect to terminate the defaulting Member's participation in this Consortium effective at the end of the thirty (30) days after written notice period. Such action does not relieve the defaulting Member from continuing to make available to this WAN Consortium the defaulting Member's leases, licenses, cable, equipment and/or facilities as previously pledged and/or incorporated into the Network. Further, the defaulting Member shall forfeit its interest in the Network to the remaining Members.

5. Technical and Operational Matters

5.1

The Members shall work together during the term of this Agreement to establish agreed upon performance objectives and operational procedures to enable each Member to experience the highest practical quality of service over the Network and the interconnections provided hereunder, in a cost effective fashion.

5.2

Each of the Members will develop scheduled maintenance procedures that provide for notification by one Member to the others of all scheduled maintenance that could cause end-to-end connectivity loss for any Network user. To the extent possible, each Member agrees to give the other Members five (5) calendar days advance written notice for scheduled maintenance that is expected to result in 30 minutes or more of end-to-end connectivity loss.

5.3

Each Member will, at its own expense and on a reasonable efforts basis, provide support and cooperation with all other Members so as to maintain the smooth operation of the Network services. The Members shall develop operational procedures for the interconnection of their respective networks, including without limitation problem management information exchanges (e.g., trouble ticket tracking), and escalation procedures for addressing unscheduled outages or emergency maintenance.

5.4

Each of the Members will provide the others with certain limited access to data for the purpose of operational monitoring and the diagnosis of end-to-end connectivity problems. The Members will use their reasonable efforts to develop procedures to govern the timing and other terms and conditions upon which this access will be provided.

5.5

Each Member will use its reasonable efforts to collect during the term hereof and provide to the other Members traffic information with respect to that portion of the Network owned by that Member in order to better understand the nature of the traffic passing through the respective portion of the Network. In addition, each Member shall use its reasonable efforts to track and provide the other Members with average and peak utilization data over the Interconnection Point(s) set forth on the attached Attachment A.

5.6

Each Member will continue to own all cable, equipment and/or facilities constructed and operated on its side of the relevant Demarcation Point, which comprises that Member's own network.

5.7

Maintenance of Member Network. Each Member hereby agrees to participate in the operational maintenance of the Network as provided in the Maintenance Agreement. Such maintenance shall be sufficient to assure that the Network cable meets the standards established by the Members of this Consortium.

5.8

Each Member agrees to use its best efforts to utilize cable, equipment and/or telecommunications facilities that are compatible with the equipment standards and specifications established for the Network by the Consortium.

6. Limitation on Services

This Agreement shall apply only to data traffic passing through the Network. Virtual private data network services (VPN) and services involving protocols other than the Internet protocols are not covered by this Agreement. No Member shall be entitled or required to carry traffic hereunder if doing so would conflict with any condition imposed by an agreement between a Member and any third party with whom the Member party connects.

7. Non-exclusivity

This Agreement shall not prohibit or restrain any Member's entry into any separate, similar or dissimilar contract or agreement with one or more third parties.

8. Warranties and Limitation of Liability

8.1

Each Member warrants that it has the right and authority to enter into this Agreement. Further, Livingston warrants that any non-Member holder of one or more Shares has the right and authority to enter into this Agreement.

8.2

Except as expressly set forth in this Agreement, the Members disclaim all warranties or conditions, express or implied, including but not limited to the conditions or warranties of merchantability or fitness for a particular purpose for the services furnished under this Agreement.

8.3

Except for intentional or willful misconduct or as a result of a Member's gross negligence, no Member shall be liable to any other Member or non-Member holder of one or more Shares for any loss or damage arising from: (i) any failure in or breakdown of any facilities or services hereunder, whatsoever the cause and however long it shall last; (ii) any interruption of service, whatsoever the cause and however long it shall last; (iii) such Member's submitting traffic to or accepting traffic from other Members or holders of Shares hereunder; or (iv) any other circumstance relating to or arising out of this Agreement.

8.4

Notwithstanding anything to the contrary in this Agreement, no Member shall be liable to any entity for special, incidental, indirect or consequential damages even if advised of the possibility of the same.

8.5

No clause or provision of this Agreement in any form or of any nature shall be understood, interpreted or construed to waive or abrogate any governmental or other type of immunities of any of the Members.

9. Insurance

Each Member shall obtain and maintain for the duration of the Member's participation under this Agreement property, casualty and liability insurance. Property insurance coverage shall be carried on a replacement cost basis to cover the total value of that Member's infrastructure that is used as a part of the Network. Casualty and liability insurance coverage shall have limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. Each Member shall add the other Members onto their general liability policy as an additional insurance with respect to the Network. Each Member also shall obtain and maintain during that Member's participation in this Agreement data breach insurance with a limit of not less than \$50,000 to protect against data being compromised within the Network.

10. Authorizations

All undertakings and obligations assumed hereunder by Members are subject to all applicable existing and future laws, rules and regulations, and are further subject to the issuance and continuance of all necessary governmental licenses, waivers, consents, registrations, permissions, authorizations and approvals.

11. Force Majeure

No failure or omission by any Member to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against another Member in question or be deemed to be a breach of this Agreement if such failure or omission arises from any cause reasonably beyond the control of that Member (a "Force Majeure Event"). Each Member shall give the others notice in the event that Member experiences a failure or delay due to a Force Majeure Event. Upon such notice, any Member affected by the Force Majeure Event may delay performance hereunder during the dependency of such Force Majeure Event, and shall have no liability for such delay.

12. Regulatory Approval

The Members acknowledge that this Agreement, and any or all of the terms hereof, may become subject to regulatory approval by various local, state, federal or other government agencies. Should such approval be required from time to time or at any time, the Members, as well as the holders of any Share(s) shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary to complete any required filing.

13. Binding Nature; Assignment

This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and permitted assigns. No Member and no holder of one or more Shares may transfer or assign its rights or obligations under this Agreement or transfer by way of merger, consolidation, and/or sale of all or substantially all of its assets without the prior written consent of all of the other Members whose consent shall not be unreasonably withheld, conditioned or delayed; provided, a Member may transfer its interest herein to any subsidiary or other affiliate of such Member. Notwithstanding the foregoing, each Member reserves the right to sell or lease excess capacity pursuant to and to the extent permitted by the Michigan Telecommunications Act.

14. Notices

All notices required or permitted hereunder shall be in writing and shall be effective if hand delivered; sent by a nationally recognized overnight courier, postage or fees paid; sent by facsimile to the address specified below; or, with

respect to notices regarding operational matters (e.g., maintenance schedules), by email; provided, that within ten (10) days of the Effective Date, each Member shall provide, in accordance with the terms of this Section 14, the other party with

the names, address, telephone and fax numbers and email address of an operations point of contact for operational matters under this Agreement. Notices shall be effective one day after deposit with a nationally recognized overnight courier, upon electronic confirmation of a facsimile, or, with respect to notice sent by email, upon telephone confirmation of receipt:

If to Livingston Educational Service Agency: If to Hartland Consolidated Schools:

R. Michael Hubert Janet Sifferman
Deputy Superintendent Superintendent of Schools
Livingston Educational Service Agency Hartland Consolidated Schools
1425 West Grand River Avenue 9525 Highland Road
Howell, Michigan 48843 Howell, Michigan 48843
Phone: (517) 546-5550 Phone: (810) 626-2100
Email: mikehubert@livingstonesa.org Email: janetsifferman@hartlandschools.us
If to the County of Livingston: If to Brighton Area Schools:

Paul McNamara Gregory Gray
Director of Technology Superintendent of Schools
Livingston County Brighton Area Schools
304 E. Grand River Avenue 125 South Church Street
Howell, Michigan 48843 Brighton, Michigan 48116-2403
Phone: (517) 540-8811 Phone: (810) 299-4000
Email: pmcnamara@co.livingston.mi.us Email: grayg@brightonk12.com

If to Pinckney Community Schools:

Dan Danosky
Superintendent of Schools
Pinckney Community Schools
2130 East M-36
Pinckney, Michigan 48169
Phone: (810) 225-3900
Email: ddanosky@pcs.k12.mi.us

15. Entire Agreement; Governing Law

This Agreement represents the entire understanding between the Members regarding the subject matter hereof and supersedes all other prior and contemporaneous agreements, understandings, negotiations and discussions between the Members with respect to such subject matter, except with respect to the Maintenance Agreement which shall be unaffected by this section. This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to the conflicts of laws principles thereof.

16. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. Upon such determination that any provision is contrary to law, the Members shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Members as closely as possible in a mutually acceptable manner.

17. Amendment

This Agreement may be modified only by a written amendment signed by the majority of the Members.

18. No Third-Party Beneficiaries

Nothing contained in this Agreement shall be deemed to confer any rights in any third party not either a signatory to this Agreement or designated as a non-Member holder of one or more Shares.

19. Miscellaneous

19.1 Any term or condition of this Agreement may be waived at any time by the Member that is entitled to benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Member specifically waiving such term or condition. No waiver by any Member of any term or condition of this Agreement, in any one or more instances, shall be deemed to be construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

19.2 The headings inserted in this Agreement are for convenience only and shall not constitute a part hereof.

19.3 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Members have caused their respective authorized representatives to sign this Agreement on their behalf, effective as of the date first

written above.

Livingston Educational Service Agency:

By: David Campbell
Superintendent of Schools
1425 West Grand River Avenue
Howell, Michigan 48843
Telephone: (517) 546-5550

Dated: _____

Brighton Area Schools:

By: Gregory Gray
Superintendent of Schools
125 South Church Street
Brighton, Michigan 48116-2403
Telephone: (810) 299-4000

Hartland Consolidated Schools:

By: Janet Sifferman
Superintendent of Schools
9525 Highland Road
Howell, Michigan 48843
Telephone: (810) 626-2100

797-72; 697795.doc

Hartland Consolidated Schools:

By: Maggie Jones
Chair, Board of Commissioners
304 E. Grand River Avenue
Howell, Michigan 48843
Telephone: (517) 540-3520

Dated: _____

Pinckney Community Schools:

By: Dan Danosky
Superintendent of Schools
2130 East M-36
Pinckney, Michigan 48169
Telephone: (810) 225-3900

Attachment A Date
Livingston County Collaborative Optical Fiber Network
A Date
Livingston County Collaborative Optical Fiber Network

Share Building
Address Demarcation Point

Core Locations
1 Livingston County Administration 304 E. Grand River Avenue
Howell, MI 48843
Where fiber enters underground conduit from utility pole
1 Livingston Educational Service Agency 1425 W. Grand River Avenue
Howell, MI 48843
Where fiber enters underground conduit from utility pole

Hub Locations

1 Brighton Area Schools
125 South Church Street Where fiber enters underground conduit from utility pole
Brighton, MI 48116

1 Hartland High School
10635 Dunham Road Where fiber enters underground conduit from utility pole
Hartland, MI 48353

1 Pinckney High School
2130 East M-36 Where fiber enters underground conduit from utility pole
Pinckney, MI 48169

0 Livingston County East Complex
2300 E. Grand River Avenue Where fiber enters underground conduit from utility
pole
Howell, MI 48843

1 Fowlerville Fire Station 41
200 S. Grand Avenue Where fiber leaves last utility pole toward building
Fowlerville, MI 48836

Note:
The Demarcation Point for Core Locations and Hub Locations also includes the
fiber patch panel because multiple Members will have access to and use the
connections in these panels, and for fiber testing purposes.

Attachment
A
Page 1 of 3

Attachment A Date
Livingston County Collaborative Optical Fiber Network
A Date
Livingston County Collaborative Optical Fiber Network

Share Building Address Demarcation Point

End Locations

1 53rd District Court 224 N. First Street
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
1 Brighton City Hall 200 N. First Street
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
1 Brighton City Police 440 S. Third Street
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
1 Brighton Fire Station 31 615 W. Grand River Avenue
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
1 Brighton Township Hall 4363 Buno Road
Brighton, MI 48114
Where fiber enters underground conduit from utility pole
0 Cleary University 3750 Cleary Drive
Howell, MI 48843
No demarcation; backbone prep for future connection only
1 EMS Building Grand Oaks Drive
Howell, MI 48843
Where fiber enters underground conduit from utility pole
1 EMS Building - Brighton Township 5360 S. Old US 23
Brighton, MI 48116
Where fiber leaves last utility pole toward building
1 EMS Building - Hamburg Township M-36 just east of Pettysville Rd.
Pinckney, Michigan 48169
Where fiber leaves last utility pole toward building
1 Fowlerville Village Hall / Police 213 S. Grand Avenue
Fowlerville, MI 48836
Where fiber leaves last utility pole toward building
1 Genoa Township Hall 2980 Dorr Road
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
Attachment A

Attachment A

Livingston County Collaborative Optical Fiber Network
A

Livingston County Collaborative Optical Fiber Network
Date

Share Building Address Demarcation Point

1 Green Oak Fire Station 81 9384 Whitmore Lake Road
Brighton, MI 48116

Where fiber enters underground conduit from utility pole
1 Green Oak Police 8965 Fieldcrest Drive
Brighton, MI 48116

Where fiber leaves last utility pole toward building
1 Hamburg Township
(Connected at Hamburg Fire 11)
3666 East M-36
Pinckney, Michigan 48169

Where fiber leaves last utility pole toward building
1 Handy Township 135 N. Grand River
Fowlerville, MI 48836

Where fiber leaves last utility pole toward building
1 Hartland Fire Station 61 3205 Hartland Road
Hartland, MI 48353

Where fiber enters underground conduit from utility pole
1 Hartland Township Hall 2655 Clark Road
Hartland, MI 48353

Where fiber enters underground conduit from utility pole
1 Howell Fire Station 20 1211 W. Grand River Avenue
Howell, MI 48843

Where fiber enters underground conduit from utility pole
1 Village of Pinckney / Pinckney Police 220 S. Howell
Pinckney, MI 48169

Where fiber leaves last utility pole toward building

Attachment B
Livingston County Fiber Consortium Ownership

Fiber Backbone Segment Livingston County Administration to Livingston County East Complex

Livingston County East Complex to Grand River & Dorr Road

Grand River & Dorr Road to Lakes Elementary
Lakes Elementary to Hartland High School
Hartland High School to Hartland Fire

Grand River & Dorr Road to Hornung Elementary
Hornung Elementary to Brighton Administration Building
Brighton Administration Building to Rickett & Maltby Roads
Rickett & Maltby Roads to Hamburg Elementary
Hamburg Elementary to Pinckney Pathfinder School

Owner Livingston County

6 strands Hartland Schools
6 strands Pinckney Schools
Remainder Livingston County

Livingston County
Hartland Schools
12 strands Hartland Schools

Remainder Livingston County

6 strands Pinckney Schools
Remainder Livingston County
Brighton Area Schools

Brighton Area Schools

6 strands Pinckney Schools
Remainder Livingston County

Pinckney Community Schools
(Thru Charter)

Insured By
Livingston County

Livingston County

Livingston County
Hartland Schools
Livingston County

Livingston County
Brighton Area Schools
Brighton Area Schools
Livingston County
Pinckney Schools

Dedicated Non-Owner Access

6 Strands for Brighton Area Schools
6 Strands for Hartland Consolidated Schools
6 Strands for Pinckney Community Schools

6 Strands for Brighton Area Schools

6 Strands for Hartland Consolidated Schools

6 Strands for Livingston County

6 Strands for Brighton Area Schools

12 Strands for Livingston County
6 Strands for Pinckney Community Schools

6 Strands for Livingston County
6 Strands for Pinckney Community Schools

4 Strands for Livingston County
4 Strands for connection to LESA

Notes:

1.

The demarcation point for fiber ownership and insurance responsibility is the fiber splice enclosure at each location noted above. For fiber segments where two Members' fiber join, Livingston County is responsible for providing insurance for the splice enclosure and fibers inside the enclosure because these enclosures were added for the fiber owned by Livingston County.

2.

One Member is responsible for providing 100% of the insurance for each segment of the fiber backbone as listed.

3.

New fiber to End Locations is owned by Livingston County. Where existing fiber from another member was used for a portion of the segment to the End Location, the fiber remains owned by the Member with 6 strands dedicated for the use of connecting to the End Location (e.g. Brighton Area Schools remains owner of their existing fiber along Old US-23 used to connect the EMS Station, but Livingston County has dedicated access to the 6 strands of Brighton Area Schools fiber used)

In general, fiber covered by the consortium is fiber
Police/Fire Future
utilized by multiple organizations contributing to the
Municipal School
consortium costs.

N

Hub

(Livingston County
East Complex)

Pinckney Hub

(Hamburg Elementary)

Hub

(Brighton Area Schools)

Hub

(Hartland High School)

Existing

School

YYY

Y

Site connected to
backbone

(e.g. Genoa Twp.)

Y

Future Site

e.g. Latson Elem, or MDOT

(add'l consortium share

because connected to

consortium fiber)

Y

Main Buildings

(Livingston County and

LESA)

Future

e.g. Parker High School

(pay additional share because

connected to consortium fiber)

Y - if future backbone adds additional

consortium sites or resources

Y

Future

N

Line Legend:

N

Existing School

(not a share because

connected via existing

private fiber)

Police/Fire

Municipal

Y

Organizations pay one "share" for each site they have

connected to the consortium fiber, but do not pay for buildings connected via private fiber that is not shared by consortium members. Sites that were connected with private fiber funded outside of the consortium are not considered a "share" simply because spare fiber was used to connect a consortium site.

This drawing depicts typical scenarios for existing and new fiber sections, not every actual connection.

Y: Fiber section is included in the consortium maintenance agreement

N: Fiber section is not included in the consortium maintenance agreement

Future

Y - if future backbone adds additional consortium sites or resources

Backbone: Existing Fiber For consortium cost & fiber maintenance:

If PCS is the ISP - N

Backbone: New Fiber

If LC is the ISP - Y

Branch: Existing Fiber Library

Branch: New Fiber

Owner

PT 091096

Barton Malow Company 26500 American Drive
Southfield, MI 48034

tel 248.436.5000

fax 248.436.5001

www.bartonmalow.com

ISO 9001 Certified

Livingston Fiber Consortium

Membership and Maintenance

Project No. Checked by: Drawing No.

05-11-10

Date:

No scale

Scale:

Livingston Educational

Service

Agency

1425 W. Grand River

Howell, MI 48843

FIBER OPTIC SYSTEM MAINTENANCE AGREEMENT

This Fiber Optic System Maintenance Agreement ("Agreement") is made this ____ day of _____, 2012 (the "Effective Date"), by and between Livingston Educational Service Agency, a Michigan intermediate school district operating under and in pursuance of the Revised School Code, MCL 380.1, et seq., with offices located at 1425 W. Grand River Avenue, Howell, Michigan 48843 (the "LESA"), Brighton Area Schools, a Michigan general powers school district operating under and in pursuance of the Revised School Code, MCL 380.1, et seq., with offices located at 125 South Church Street, Brighton, Michigan 48116 ("Brighton"), Hartland Consolidated Schools, a Michigan general powers school district operating under and in pursuance of the Revised School Code, MCL 380.1, et seq., with offices located at 9525 Highland Road, Howell, Michigan 48843 ("Hartland"), Pinckney Community Schools, a Michigan general powers school district operating under and in pursuance of the Revised School Code, MCL 380.1, et seq., with offices located at 2130 East M-36, Pinckney, Michigan 48169 ("Pinckney"), and the County of Livingston, with offices located at 304 E. Grand River, Howell, Michigan 48843 ("Livingston"), which entities constitute the Livingston County Fiber Consortium (the "Consortium" as further defined herein), and which entities are collectively identified herein as the "Members";

WHEREAS, the Members each wish to cooperate in the maintenance of a fiber optic telecommunications system, which is to be constructed pursuant to the Livingston County Fiber Consortium Regional Wide Area Network Interconnection Agreement. Members will be connected to the fiber network using their own existing networks;

WHEREAS, the Members currently own separate networks composed of certain fiber optic filaments bundled together in fiber optic cable which networks, when joined together with new fiber optic cable that is being erected, shall be known as the "Network", as further defined herein;

WHEREAS, the Members desire to enter into this Agreement for the purpose of maintaining the Network;

WHEREAS, use of the Network will be opened to certain municipal entities and municipal departments located within the geographic boundaries of Livingston, and Livingston will serve as representative of those municipal entities and municipal departments for purposes of this Agreement;

WHEREAS, the Intergovernmental Contracts between Municipal Corporations Act, Public Act 35 of 1951, as amended, MCL 124.1 et seq., authorizes intergovernmental agreements, such as the present Agreement;

NOW THEREFORE, the Members do mutually agree as follows to maintain the Network:

ARTICLE ONE: PURPOSE

1.1 The purpose of this Agreement is for the Members, along with certain non-Member municipal entities and municipal departments located within the geographic boundaries of Livingston, to cooperate in the maintenance of a high capacity fiber optic telecommunications system that will provide for the transmission of data, including but not limited to interactive data, voice, and video communications to multiple sites within the geographic boundaries of the Members for educational purposes, the operations of the educational institutions, county and municipal governance and public safety.

ARTICLE TWO: DEFINITIONS

2.1 As used in this Agreement, the following terms have the following meanings:

2.1.1

"Agreement" means this Fiber Optic System Maintenance Agreement entered into by the Members.

2.1.2

"Cable" means the protective sheathing surrounding the fiber optic filaments and the fiber optic filaments inside that sheathing.

2.1.3 "Demarcation Point(s)" means the places at which: (i) the Network connects to other educational public, governmental, or commercial networks; (ii) the Network connects to Internet service provider(s); or, (iii) the Network connects to

a Member site or a Share site, as described in Attachment A, attached hereto.

2.1.4

"Equipment and/or Facilities" means all equipment and components of the physical telecommunication systems used by the Network other than the Cable.

2.1.5

"Fiber Optic Filament" means the individual strands of fiber optic material that are bundled inside the Cable.

2.1.6

"Livingston County Fiber Consortium" ("Consortium") means the non-corporate group consisting of the Members, each of which owns respective portions of the Network and jointly maintains the Network and the operations of the interconnections with any Internet service provider(s).

2.1.7

"Local Network" means the data, voice and video communications systems, electronics and cabling of the respective Member on the side of the Demarcation Point opposite the Network.

2.1.8

"Member" or "Members" means the following Consortium participant institutions:

Livingston Educational Service Agency;

County of Livingston, Michigan;

Brighton Area Schools;

Hartland Consolidated Schools; and

Pinckney Community Schools.

2.1.9

"Net Operating and Maintenance Expenses" means the total operating and

maintenance expenses of the Network, less any revenues received.

2

2.1.10 "Network" means the physical combination of Cable and Fiber Optic Filaments owned by Members of this Agreement and bundled together in the same Cable used in the operation of a wide area network, running from and between local networks at the following institutions:

Livingston Educational Service Agency;

County of Livingston, Michigan;

Brighton Area Schools;

Hartland Consolidated Schools;

Pinckney Community Schools;

Share locations administered by County of Livingston, Michigan, and defined herein.

A description of the Network is attached hereto as Attachment B.

2.1.11 "Person" means any individual, partnership, corporation, association, or legal

entity, including without limitation any voluntary association or institution.

2.1.12 "Site" refers to a single building connected to the Network.

Collectively, the

Sites for the Network are as described in Attachments A, B and C attached hereto.

2.1.13 "Share" means a participating Site representing a non-ownership share in the

use and cost of operating and maintenance of the Network, either as (a) a Member or (b) as a Site of a municipal department or entity located within the geographic boundaries of Livingston. All non-Member holders of Shares shall be represented and administered by Livingston under this Agreement. With regard to non-Members, each connection Site shall be a separate Share. With regard to Members, each Member shall have a single Share regardless of the number of sites owned by the Member. Shares have no control or voting rights, and such rights shall vest solely in the Members. The listing of Share Sites is contained in

Attachments B and C.

ARTICLE THREE: TERM OF AGREEMENT

3.1

Term. The initial term of this Agreement shall be ten (10) years (the "Initial Term")

which shall commence on the Effective Date of this Agreement, as stated in the preamble to this Agreement. Upon unanimous agreement of the then-existing Members, additional Members may be added without termination of the Agreement, with the timing of such addition and all terms related to such addition to be set by the

then-existing Members. Upon majority agreement, Shares may be added or reduced without termination of this Agreement; however, a Member shall not have more or less than one Share each during the term of this Agreement.

3.2

Eighteen (18) months before the expiration of the Initial Term of this Agreement, and

eighteen (18) months before the expiration of any subsequent Renewal Terms, each Member shall undertake a review of the Agreement and its individual participation in this Agreement.

3

3.3

Automatic Renewal. At the end of the Initial Term, or at the end of any Renewal Term, this Agreement shall automatically renew for ten (10) year periods ("Renewal Term"), provided the Interconnection Agreement is similarly re-adopted and reapproved by the Members. In the event a Member non-renews the Interconnection Agreement, this Agreement shall be deemed similarly non-renewed for that Member, and in the event the Member continues participation under the Interconnection Agreement, it may not terminate or non-renew this Agreement.

ARTICLE FOUR: OWNERSHIP AND OPTIONS

4.1

Ownership. Except as provided with respect to Non-Members and in Attachment C, each Member will own its own Cable and the individual filaments bundled together in that fiber Cable that comprises a portion of the Network. The respective ownership of the Cable, the filaments and the respective components are outlined in Attachment B.

4.2

Each Member shall continue to independently own all cable, equipment, and/or facilities constructed and operated separately from the Network which is used for that Member's own Local Network. Such Local Networks shall not be a part of the Network and shall not be governed by this Agreement.

4.3

Each Member shall be responsible for its own ownership and maintenance of its own Equipment, whether used for its own Local Network or for connection to the Network.

ARTICLE FIVE: MAINTENANCE AND COSTS

5.1

Responsibility. The Consortium shall be responsible for the operation and maintenance of all portions of the Network, regardless of which the Member owns the Cable at issue.

5.2

Implementation and Share Contribution. With the two-thirds majority approval of the Members, the Consortium shall implement all required operation and maintenance of the Network, which shall be funded on a Share basis, with that contribution amount as stated in this Agreement or as otherwise determined by its Members.

5.3

The Consortium may, based on a list of subcontractors pre-approved by the Members, sub-contract maintenance of all or a portion of the Network.

5.4

Operation and Maintenance of Local Networks. Each Member hereby agrees to maintain and operate their respective Local Networks at their own expense. Such maintenance of a Member's own Local Network shall be sufficient to assure that the Cable, equipment, and/or facilities owned or controlled by each Member does not interfere with the operation of the Network.

5.5

Payment. Entities that hold Shares under this Agreement shall pay the allocated contribution for operating and maintenance expenses within 60 days of billing by the

Consortium. As an initial step, a cash fund shall be established for the maintenance

and operation of the Network. Each holder of a Share shall contribute \$1,000 per Share to that fund (the "Maintenance and Operation Fund"). LESA shall serve as

the fiscal agent for the Maintenance and Operation Fund; however, Livingston shall have the duty and responsibility to obtain Share contributions from non-Member entities holding Shares. In the event additional Shares are added to the Consortium during the term of this Agreement, a similar initial contribution in an amount to be determined by the then-current Members shall be required from the holder(s) of such new Share(s) for the Maintenance and Operation Fund. The Maintenance and Operation Fund is intended to be used to pay for operational costs of the Network, including but not limited to the annual pole rental for the poles to which the shared backbone cables are attached (but not including the poles/fiber of individual Members or holder(s) of Share(s)), as well as minor repairs and insurance deductibles related to breaks in the fiber, the Cable, the conduit and any failure of a pole attachment, up to \$5,000 per occurrence. Said Maintenance and Operation Fund shall not be used to pay for failed electronics. Additionally, said Maintenance and Operation Fund may be utilized to cover the costs of new pole connections, new pole rentals and relocation of existing cable, except that such funds shall not be used when Cable or fiber relocation is caused by the act of an individual Member or Shareholder due to changes in that Member's or Shareholder's facilities.

5.6

Each Member shall notify the other Members of any observed or experienced Network instability or outages that may affect the other Members. Each of the Members will use its reasonable efforts to achieve a mean time to repair of twelve (12) hours or less for all outages impacting the Network. The Members will cooperate with each other in each Member's efforts under this Section 5.6.

ARTICLE SIX: EQUIPMENT AND ACCESS TO EQUIPMENT

6.1

Access to Network and Related Equipment. Each Member will provide the Consortium, and its Authorized Operating and Fiscal Agent, or a designated maintenance contractor, all reasonable access needed, at such times and places as needed, to meet the maintenance objectives and schedules determined and established by the Consortium. Access as described in this section is subject to the applicable safety and security policies of the respective Member whose site is being accessed.

ARTICLE SEVEN: INSURANCE

7.1

Member Insurance. Each Member agrees that the Member entities shall obtain and maintain for the duration of the Member's participation under this Agreement insurance coverage with a minimum of \$2,125,000 per occurrence and \$4,250,000

aggregate general liability coverage for that respective portion of the Network owned

by the particular Member, such coverage shall be written on a replacement cost basis to cover the total value of that Member's infrastructure used as part of the

Network. Further, each Member shall confirm and verify to the other Members that the insurance coverage obtained by that Member covers both above-ground and underground fiber and cable. Finally, each Member shall obtain and maintain, for

5

the duration of this Agreement, data breach insurance with a limit of not less than \$50,000 to protect against an event of data being compromised within the system. See Attachment B for designated portions of ownership. Coverage provided by each Member shall identify all other Members as an Additional Insured.

ARTICLE EIGHT: DAMAGE AVOIDANCE

8.1

Reasonable Precautions. Each Member and Shareholder shall take all reasonable precautions to avoid damage to any of the Network's Cable and/or Facilities. Similarly, each Member and Shareholder shall take all reasonable precautions to avoid damage to any Member's Local Network.

ARTICLE NINE: NOTICES

9.1

All notices or communications required or permitted to be given under this Agreement shall be given as follows:
For Livingston County Fiber Consortium:

R. Michael Hubert, Deputy Superintendent
Livingston Educational Service Agency
1425 West Grand River Avenue
Howell, Michigan 48843
Phone: (517) 546-5550
Email: mikehubert@livingstonesa.org
Livingston Educational Service Agency:

R. Michael Hubert, Deputy Superintendent
Livingston Education Service Agency
1425 West Grand River Avenue
Howell, Michigan 48843
Phone: (517) 546-5550
Email: mikehubert@livingstonesa.org

County of Livingston:

Paul McNamara, Director of Technology
Livingston County
304 E. Grand River Avenue
Howell, Michigan 48843
Phone: (517) 540-8811
Email: pmcnamera@co.livingston.mi.us

Brighton Area Schools:

Gregory Gray
Superintendent of Schools
Brighton Area Schools
125 South Church Street
Brighton, Michigan 48116-2403
Phone: (810) 299-4000
Email: grayg@brightonk12.com

Hartland Consolidated Schools:

Janet Sifferman
Superintendent of Schools
Hartland Consolidated Schools
9525 Highland Road
Howell, Michigan 48843
Phone: (810) 626-2100
Email: janetsifferman@hartlandschools.us

Pinckney Community Schools:

Dan Danosky
Superintendent of Schools
Pinckney Community Schools
2130 East M-36
Pinckney, Michigan 48169
Phone: (810) 225-3900
Email: ddanosky@pcs.k12.mi.us

ARTICLE TEN: COMPLIANCES

10.1

Regulatory Compliance. Each Member agrees not to take any action that will cause the Network to be out of compliance with applicable laws and regulations. The Share of any non-Member may be canceled and such Share shall revert to the Consortium in the event the holder of such Share takes any action that causes the Network to be out of compliance with applicable laws and regulations. In the event

of such cancelation, such non-Member shall not be entitled to recovery of any contribution to the Maintenance and Operation Fund and shall be responsible for its share of operations and maintenance expenses incurred to the time of cancelation.

ARTICLE ELEVEN: MISCELLANEOUS PROVISIONS

11.1

Assignments. No Member may assign or transfer any of its rights under this Agreement in whole or in part without the prior written notice to and the written consent of other Members, which shall not be unreasonably withheld. Further, where allowable by law and subject to any limitations that may exist pursuant to the Internal Revenue Code of 1986, as amended, with respect to a Member's ownership interests in the Network, that Member may exercise its rights under the Michigan Telecommunications Act or other applicable law to sell or lease excess capacity of its owned portion of the Network. A 90-day prior notice must be sent by the exercising Member to the other Members of the Consortium of its intent to do so.

A non-Member holder of a Share may not assign or in any other way transfer any of its interest in a Share to any entity, and any attempt to so assign or transfer such interest shall cause that Share to automatically be canceled and it shall revert to the Consortium and extinguish that non-Member entity's rights to access and/or use the Network.

11.2

Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the successors and assigns of any of the Members.

11.3

Authorized Signatures. Each of the Members represents that it has caused this Agreement to be executed by authorized individuals at each of the respective Members.

11.4

Entire Agreement. This Agreement shall contain all of the terms of the Agreement between the Members with respect to the maintenance of the Network. This Agreement may be amended only by written mutual consent of all of the Members.

11.5

Headings and Titles. The headings and titles in this Agreement are for convenience only and shall not be considered a part of or used in the interpretation of this Agreement.

11.6

Interpretation and Severability. If any of the provisions in this Agreement is overly broad or unenforceable, it shall nevertheless be enforced to the extent permitted under applicable law. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

11.7

Governing Law. This Agreement shall be governed by and enforced in accordance

with the laws of the State of Michigan.

11.8

Governmental Immunity. Nothing in this Agreement shall be interpreted as abandoning, foregoing or surrendering the governmental immunity of any Member.

ARTICLE TWELVE: NONDISCRIMINATION

12.1 The Members, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to

8

employment because of race, color, religion, national origin, age, sex, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position, height, weight or marital status. The holder of any Share, as a condition of holding such Share, shall abide by the terms of this section, and failure to do so shall result in the cancellation and reversion of that Share to the Consortium. In the event of such cancellation, such non-Member shall not be entitled to recovery of any contribution to the Maintenance and Operation Fund and shall be responsible for its share of operations and maintenance expenses incurred to the time of cancelation.

Acknowledged and Agreed to by:

For Livingston Educational Service
Agency

By: David Campbell
Superintendent of Schools
1425 West Grand River Avenue
Howell, Michigan 48843
Telephone: (517) 546-5550

Dated: _____

For Brighton Area Schools

By: Gregory Gray
Superintendent of Schools
125 South Church Street
Brighton, Michigan 48116-2403
Telephone: (810) 299-4000

For Hartland Consolidated Schools

By: Janet Sifferman
Superintendent of Schools
9525 Highland Road
Howell, Michigan 48843
Telephone: (810) 626-2100

For County of Livingston

By: Maggie Jones
Chair, Board of Commissioners
304 E. Grand River Avenue
Howell, Michigan 48843
Telephone: (517) 540-3520

Dated: _____

For Pinckney Community Schools

By: Dan Danosky
Superintendent of Schools
2130 East M-36
Pinckney, Michigan 48169
Telephone: (810) 225-3900

797-72; 700186.doc

Attachment A Date
Livingston County Collaborative Optical Fiber Network
A Date
Livingston County Collaborative Optical Fiber Network

Share Building
Address Demarcation Point

Core Locations
1 Livingston County Administration 304 E. Grand River Avenue
Howell, MI 48843
Where fiber enters underground conduit from utility pole
1 Livingston Educational Service Agency 1425 W. Grand River Avenue
Howell, MI 48843
Where fiber enters underground conduit from utility pole

Hub Locations

1 Brighton Area Schools
125 South Church Street Where fiber enters underground conduit from utility pole
Brighton, MI 48116

1 Hartland High School
10635 Dunham Road Where fiber enters underground conduit from utility pole
Hartland, MI 48353

1 Pinckney High School
2130 East M-36 Where fiber enters underground conduit from utility pole
Pinckney, MI 48169

0 Livingston County East Complex
2300 E. Grand River Avenue Where fiber enters underground conduit from utility
pole
Howell, MI 48843

1 Fowlerville Fire Station 41
200 S. Grand Avenue Where fiber leaves last utility pole toward building
Fowlerville, MI 48836

Note:

The Demarcation Point for Core Locations and Hub Locations also includes the
fiber patch panel because multiple Members will have access to and use the
connections in these panels, and for fiber testing purposes.

Attachment
A
Page 1 of 3

Attachment A Date
Livingston County Collaborative Optical Fiber Network
A Date
Livingston County Collaborative Optical Fiber Network

Share Building Address Demarcation Point

End Locations

1 53rd District Court 224 N. First Street
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
1 Brighton City Hall 200 N. First Street
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
1 Brighton City Police 440 S. Third Street
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
1 Brighton Fire Station 31 615 W. Grand River Avenue
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
1 Brighton Township Hall 4363 Buno Road
Brighton, MI 48114
Where fiber enters underground conduit from utility pole
0 Cleary University 3750 Cleary Drive
Howell, MI 48843
No demarcation; backbone prep for future connection only
1 EMS Building Grand Oaks Drive
Howell, MI 48843
Where fiber enters underground conduit from utility pole
1 EMS Building - Brighton Township 5360 S. Old US 23
Brighton, MI 48116
Where fiber leaves last utility pole toward building
1 EMS Building - Hamburg Township M-36 just east of Pettysville Rd.
Pinckney, Michigan 48169
Where fiber leaves last utility pole toward building
1 Fowlerville Village Hall / Police 213 S. Grand Avenue
Fowlerville, MI 48836
Where fiber leaves last utility pole toward building
1 Genoa Township Hall 2980 Dorr Road
Brighton, MI 48116
Where fiber enters underground conduit from utility pole
Attachment A

Attachment A

Livingston County Collaborative Optical Fiber Network
A

Livingston County Collaborative Optical Fiber Network
Date

Share Building Address Demarcation Point

1 Green Oak Fire Station 81 9384 Whitmore Lake Road
Brighton, MI 48116

Where fiber enters underground conduit from utility pole
1 Green Oak Police 8965 Fieldcrest Drive

Brighton, MI 48116

Where fiber leaves last utility pole toward building

1 Hamburg Township
(Connected at Hamburg Fire 11)

3666 East M-36

Pinckney, Michigan 48169

Where fiber leaves last utility pole toward building

1 Handy Township 135 N. Grand River

Fowlerville, MI 48836

Where fiber leaves last utility pole toward building

1 Hartland Fire Station 61 3205 Hartland Road

Hartland, MI 48353

Where fiber enters underground conduit from utility pole

1 Hartland Township Hall 2655 Clark Road

Hartland, MI 48353

Where fiber enters underground conduit from utility pole

1 Howell Fire Station 20 1211 W. Grand River Avenue

Howell, MI 48843

Where fiber enters underground conduit from utility pole

1 Village of Pinckney / Pinckney Police 220 S. Howell

Pinckney, MI 48169

Where fiber leaves last utility pole toward building

Attachment B
Livingston County Fiber Consortium Ownership

Fiber Backbone Segment Livingston County Administration to Livingston County East Complex

Livingston County East Complex to Grand River & Dorr Road

Grand River & Dorr Road to Lakes Elementary
Lakes Elementary to Hartland High School
Hartland High School to Hartland Fire

Grand River & Dorr Road to Hornung Elementary
Hornung Elementary to Brighton Administration Building
Brighton Administration Building to Rickett & Maltby Roads
Rickett & Maltby Roads to Hamburg Elementary
Hamburg Elementary to Pinckney Pathfinder School

Owner Livingston County

6 strands Hartland Schools
6 strands Pinckney Schools
Remainder Livingston County

Livingston County
Hartland Schools
12 strands Hartland Schools

Remainder Livingston County

6 strands Pinckney Schools
Remainder Livingston County
Brighton Area Schools

Brighton Area Schools

6 strands Pinckney Schools
Remainder Livingston County

Pinckney Community Schools
(Thru Charter)

Insured By
Livingston County

Livingston County

Livingston County
Hartland Schools
Livingston County

Livingston County
Brighton Area Schools
Brighton Area Schools
Livingston County
Pinckney Schools

Dedicated Non-Owner Access

6 Strands for Brighton Area Schools
6 Strands for Hartland Consolidated Schools
6 Strands for Pinckney Community Schools

6 Strands for Brighton Area Schools

6 Strands for Hartland Consolidated Schools

6 Strands for Livingston County

6 Strands for Brighton Area Schools

12 Strands for Livingston County
6 Strands for Pinckney Community Schools

6 Strands for Livingston County
6 Strands for Pinckney Community Schools

4 Strands for Livingston County
4 Strands for connection to LESA

Notes:

1.

The demarcation point for fiber ownership and insurance responsibility is the fiber splice enclosure at each location noted above. For fiber segments where two Members' fiber join, Livingston County is responsible for providing insurance for the splice enclosure and fibers inside the enclosure because these enclosures were added for the fiber owned by Livingston County.

2.

One Member is responsible for providing 100% of the insurance for each segment of the fiber backbone as listed.

3.

New fiber to End Locations is owned by Livingston County. Where existing fiber from another member was used for a portion of the segment to the End Location, the fiber remains owned by the Member with 6 strands dedicated for the use of connecting to the End Location (e.g. Brighton Area Schools remains owner of their existing fiber along Old US-23 used to connect the EMS Station, but Livingston County has dedicated access to the 6 strands of Brighton Area Schools fiber used)

In general, fiber covered by the consortium is fiber
Police/Fire Future
utilized by multiple organizations contributing to the
Municipal School
consortium costs.

N

Hub

(Livingston County
East Complex)

Pinckney Hub

(Hamburg Elementary)

Hub

(Brighton Area Schools)

Hub

(Hartland High School)

Existing

School

YYY

Y

Site connected to
backbone

(e.g. Genoa Twp.)

Y

Future Site

e.g. Latson Elem, or MDOT

(add'l consortium share

because connected to

consortium fiber)

Y

Main Buildings

(Livingston County and

LESA)

Future

e.g. Parker High School

(pay additional share because

connected to consortium fiber)

Y - if future backbone adds additional

consortium sites or resources

Y

Future

N

Line Legend:

N

Existing School

(not a share because

connected via existing

private fiber)

Police/Fire

Municipal

Y

Organizations pay one "share" for each site they have

connected to the consortium fiber, but do not pay for buildings connected via private fiber that is not shared by consortium members. Sites that were connected with private fiber funded outside of the consortium are not considered a "share" simply because spare fiber was used to connect a consortium site.

This drawing depicts typical scenarios for existing and new fiber sections, not every actual connection.

Y: Fiber section is included in the consortium maintenance agreement

N: Fiber section is not included in the consortium maintenance agreement

Future

Y - if future backbone adds additional consortium sites or resources

Backbone: Existing Fiber For consortium cost & fiber maintenance:

If PCS is the ISP - N

Backbone: New Fiber

If LC is the ISP - Y

Branch: Existing Fiber Library

Branch: New Fiber

Owner

PT 091096

Barton Malow Company 26500 American Drive
Southfield, MI 48034

tel 248.436.5000

fax 248.436.5001

www.bartonmalow.com

ISO 9001 Certified

Livingston Fiber Consortium

Membership and Maintenance

Project No. Checked by: Drawing No.

05-11-10

Date:

No scale

Scale:

Livingston Educational

Service

Agency

1425 W. Grand River

Howell, MI 48843

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE: March 8, 2012

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN LIVINGSTON COUNTY BUILDING SERVICES AND THE HOWELL CARNEGIE DISTRICT LIBRARY - Building Services / General Government Committee / Finance Committee

WHEREAS, in compliance with Governor Snyder's focus on shared services Livingston County Building Services and the Howell Carnegie District Library have recognized certain functions that could be preformed at less cost and greater efficiency for the Library; and

WHEREAS, the Livingston County Building Services Department will provide HVAC maintenance services to the Howell Carnegie District Library; and

WHEREAS, the Livingston County Building Services Department will be compensated from the Howell Carnegie District Library at a rate sufficient to cover all labor and material provided to the Howell Carnegie District Library; and

WHEREAS, the Howell Carnegie District Library will be invoiced quarterly for all services preformed by Livingston County Building Services for the period of one year beginning on April 1, 2012;

WHEREAS, the annual cost of these services is projected to be \$ 1,012 for HVAC maintenance services plus the cost of materials.

THEREFORE BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes an agreement between the Livingston County Building Services Department and the Howell Carnegie District Library for the provision of HVAC maintenance services for the period of one year beginning on April 1, 2012.

BE IT FURTHER RESOLVED that the annual cost of these services is projected to be \$ 1,012 for HVAC maintenance services plus the cost of materials.

BE IT FURTHER RESOLVED that the Board Chair be authorized to sign any necessary documents pertaining to this matter upon review of Civil Counsel.

#

MOVED:
SECONDED:
CARRIED:



Livingston County Building Services

420 South Highlander Way
Howell, MI 48843
(517) 546-6491

DATE: March 8, 2012

TO: Livingston County Board of Commissioners

FROM: Chris Folts

RE: Resolution Authorizing Maintenance Agreement with the Howell Carnegie District Library - Building Services Department

In the spirit of inter governmental collaboration and consolidation of services, Livingston County Building Services and the Howell Carnegie District Library would like to take a step forward into shared services.

The Livingston County Building Services and the Howell Carnegie District Library have identified several tasks that Building Services can provide to the Library with better quality and at a reduced cost.

Livingston County Building Service would like to enter into an agreement to provide the Howell Carnegie District Library with HVAC services.

The Livingston County Building Services will invoice the Howell Carnegie District Library quarterly to cover all cost associated with providing these services to the Howell Carnegie District Library.

Therefore, we are requesting authorization to enter into an agreement with the Howell Carnegie District Library to provide HVAC maintenance services for a one-year period beginning on April 1, 2012. If you have any questions or concerns regarding this matter, please contact me.