

# BOARD OF COMMISSIONERS

3/19/2012

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

7:30 PM

## AGENDA

**REVISED**

2:23 pm, Mar 16, 2012

1. **CALL MEETING TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CORRESPONDENCE**
  - Alger County - Opposition to Early Release
  - Cheboygan County - Opposition to Early Release
5. **CALL TO THE PUBLIC**
6. **APPROVAL OF MINUTES**
  - Meeting Minutes of: March 5, 2012
  - Meeting Minutes of: March 14, 2012
7. **TABLED ITEMS FROM PREVIOUS MEETINGS**
8. **APPROVAL OF AGENDA**
9. **REPORTS**
  - Certificate of Recognition - Phyllis Hoffmeyer
10. **APPROVAL OF CONSENT AGENDA ITEMS (Roll Call)**
  - A. Consent Agenda - Res. 2012-03-090 thru 2012-03-
11. **RESOLUTIONS FOR CONSIDERATION:**
  - A. Regular Agenda - Res. 2012-03- thru 2012-03-

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**2012-03-090**      **Michigan Works**  
RESOLUTION APPROVING A CONTRACT BETWEEN CATHOLIC SOCIAL SERVICES OF WASHTENAW COUNTY AND LIVINGSTON COUNTY MICHIGAN WORKS! FOR THE PRISONER RE-ENTRY PROGRAM

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**2012-03-091**      **Information Technology**  
RESOLUTON 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

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**2012-03-092**      **Building Services**  
RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN LIVINGSTON COUNTY BUILDING SEVICES AND THE HOWELL CARNEGIE DISTRICT LIBRARY - Building Services / General Government Committee / Finance Committee

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- 2012-03-093**      **Planning**  
RESOLUTION TO EXPEND A PORTION OF THE LIVINGSTON COUNTY ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT AWARD FOR JUDICIAL CENTRE ENTRY ACTIVITY – PLANNING/BUILDING SERVICES/PURCHASING
- 
- 2012-03-094**      **Planning**  
RESOLUTION APPROVING A GRANT APPLICATION TO THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES RECREATION PASSPORT GRANT PROGRAM – Livingston County Parks And Open Space Advisory Committee/Finance/Full Board
- 
- 2012-03-095**      **Drain Commissioner**  
RESOLUTION APPROVING A GRANT APPLICATION TO THE MICHIGAN COMMUNITY POLLUTION PREVENTION GRANT PROGRAM-MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
- 
- 2012-03-096**      **Board of Commissioners**  
RESOLUTION RECOGNIZING THE 35TH BIRTHDAY OF THE LIVINGSTON COUNTY UNITED WAY
- 
- 2012-03-097**      **Friend of the Court**  
RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME CASEWORKER POSITION IN THE FRIEND OF THE COURT OFFICE
- 
- 2012-03-098**      **District Court**  
RESOLUTION TO AUTHORIZE A CONTRACT FOR DEFENSE COUNSEL SERVICES TO PARTICIPANTS OF THE MENTAL HEALTH COURT - DISTRICT COURT /FINANCE COMMITTEE / FULL BOARD
- 
- 2012-03-099**      **Car Pool**  
RESOLUTION AMENDING RESOLUTION 2012-02-050 AUTHORIZING CAPITAL EXPENDITURE (vehicles) - Motor Pool / Full Board
- 
- 2012-03-100**      **Jail**  
RESOLUTION AUTHORIZING CONTRACT FOR PREVENTATIVE MAINTENANCE ON THE L-1 IDENTITY SOLUTION FINGERPRINT MACHINES.
- 
- 2012-03-101**      **Information Technology**  
RESOLUTION AUTHORIZING AN INDEFEASIBLE RIGHT OF USE AGREEMENT BETWEEN LIVINGSTON COUNTY AND ARILINK/INFORMATION TECHNOLOGY
- 
- 2012-03-102**      **Information Technology**  
RESOLUTION AUTHORIZING ENTERING INTO A TWO YEAR ENTERPRISE IT LEADERS SERVICE AGREEMENT BETWEEN

LIVINGSTON COUNTY INFORMATION TECHNOLOGY AND GARTNER,  
INC./INFORMATION TECHNOLOGY

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**2012-03-103**      **Information Technology**  
RESOLUTION TO ENTER INTO AN AGREEMENT FOR CONTRACT  
PERSONNEL TO HIRE WITH RECRUITMENT MANAGEMENT  
CONSULTANTS, LLC (REC)/INFORMATION TECHNOLOGY/GENERAL  
GOVERNMENT

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**2012-03-104**      **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

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**2012-03-105**      **Board of Commissioners**  
RESOLUTION RECOGNIZING THE LIVINGSTON COUNTY SENIOR  
NUTRITION PROGRAM AND ITS VOLUNTEER FORCE

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12.      **CALL TO THE PUBLIC**
13.      **ADJOURNMENT**

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

ALGER COUNTY BOARD OF COMMISSIONERS

Mary Ann Froberg, Clerk  
101 COURT STREET, MUNISING, MI 49862

**RESOLUTION #2012-5**

**OPPOSITION TO THE EARLY RELEASE OF VIOLENT OFFENDERS BY THE MICHIGAN DEPARTMENT OF CORRECTIONS**

**WHEREAS**, recent events of violence against Michigan residents by parolees of the Michigan Department of Corrections have alarmed citizens and public officials; and

**WHEREAS**, according to reports in the Oakland Press on November 10, 2011 a homeless couple, both convicted felons, beat and murdered a Royal Oak woman in order to steal the woman's ATM card. The man accused of the murder was sentenced to 5-20 for home invasion. He was paroled September 29, 2010 despite past encounters with the law for rape and arson; and

**WHEREAS**, the same Oakland Press article reports that on November 18, 2011, also in the City of Royal Oak, a 54 year old Detroit man was arrested for attempting to break down the front door of a resident, who was home at the time. The suspect had just gotten out of prison six days earlier. The suspect, who had a long record of burglaries and theft, had served the minimum of a 3-30 year sentence; and

**WHEREAS**, the Oakland Press also reports that in the City of Ferndale a man out of prison only six days is alleged to have beaten and robbed a man in his Ferndale home on October 31, 2011. The suspect had been sentenced to 8-20 years in 2002 and was paroled in October of 2011; and

**WHEREAS**, the Oakland County Prosecutor, along with several other prosecutors have had to sue the Michigan Department of Corrections for information on potential parolees; and

**WHEREAS**, prosecutors statewide have gone to court to protest the pending parole of inmates considered to be dangerous.

**NOW THEREFORE BE IT RESOLVED** that the Alger County Board of Commissioners urges the Michigan Department of Corrections to review criteria used to determine eligibility for parole of violent and repeat offenders. We oppose the practice of releasing violent and repeat offender inmates near the minimum end of their sentence.

**BE IT FURTHER RESOLVED** that the Alger County Clerk forward copies of this resolution to the Governor, Director of the Michigan Department of Corrections, the Alger County Legislative Body and all Michigan Boards of Commissioners.

Dated: February 20, 2012

  
Jerry Doucette, Chairman  
Alger County Board of Commissioners

STATE OF MICHIGAN )  
County of Alger )

I, Mary Ann Froberg, Clerk of the County of Alger and of the County Board of Commissioners, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board at a regular meeting on February 20, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of Alger, this February 28, 2012 at Munising, Michigan.

  
\_\_\_\_\_  
Mary Ann Froberg, Clerk

# County Of Cheboygan

## BOARD OF COMMISSIONERS

County Building  
P.O. Box 70, Room 131  
Cheboygan, Michigan 49721

Tel ~ (231) 627-8855  
Fax ~ (231) 627-8881  
E-mail ~ ccao@cheboygancounty.net

### RESOLUTION # 12-07 OPPOSITION TO THE EARLY RELEASE OF VIOLENT OFFENDERS BY THE MICHIGAN DEPARTMENT OF CORRECTIONS

**WHEREAS**, recent events of violence against Michigan residents by parolees of the Michigan Department of Corrections have alarmed citizens and public officials; and

**WHEREAS**, according to reports in the Oakland Press on November 10, 2011 a homeless couple, both convicted felons, beat and murdered a Royal Oak woman in order to steal the woman's ATM card. The man accused of the murder was sentenced to 5-20 years for home invasion. He was paroled September 29, 2010 despite past encounters with the law for rape and arson; and

**WHEREAS**, the same Oakland Press article reports that on November 18, 2011, also in the City of Royal Oak, a 54 year old Detroit man was arrested for attempting to break down the front door of a resident, who was home at the time. The suspect had just gotten out of prison six days earlier. The suspect, who had a long record of burglaries and theft, had served the minimum a of 3-30 year sentence; and

**WHEREAS**, the Oakland Press also reports that in the City of Ferndale a man out of prison only six days is alleged to have beaten and robbed a man in his Ferndale home on October 31, 2011. The suspect had been sentenced to 8-20 years in 2002 and was paroled in October of 2011; and

**WHEREAS**, the Oakland County Prosecutor, along with several other prosecutors have had to sue the Michigan Department of Corrections for information on potential parolees; and

**WHEREAS**, prosecutors statewide have gone to court to protest the pending parole of inmates considered to be dangerous.

**NOW THEREFORE BE IT RESOLVED** that the Cheboygan County Board of Commissioners urges the Michigan Department of Corrections to review criteria used to determine eligibility for parole of violet and repeat offenders. We oppose the practice of releasing violent and repeat offender inmates near the minimum end of their sentence.

District 1  
Linda Socha  
Chair

District 2  
Don Horrocks

District 3  
Pete Redmond  
Vice-Chair

District 4  
Cal Gouine

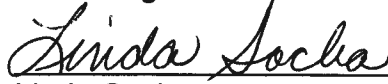
District 5  
Tony Matelski

District 6  
John B. Wallace

District 7  
Sue Allor

**BE IT FURTHER RESOLVED**, that the Cheboygan County Clerk forward copies of this resolution to the Governor, Director of the Michigan Department of Corrections, the Cheboygan County Legislative Body and all Michigan Boards of Commissioners.

Dated: March 13, 2012



Linda Socha

Cheboygan County Board of Commissioners

I, Mary Ellen Tryban, Clerk of Cheboygan County and of the Cheboygan County Board of Commissioners, do hereby certify that the above foregoing was adopted by the Board at their regular meeting on March 13, 2012.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cheboygan on the 13<sup>th</sup> day of March, 2012 at Cheboygan, Michigan.



Mary Ellen Tryban

Cheboygan County Clerk/Register

LIVINGSTON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING, March 14, 2012  
CONFERENCE RM. 1, 304 E. Grand River, Howell MI

The meeting was called to order by the Chairperson, Maggie Jones, at 9:45 a.m.

All rose for the Pledge of Allegiance.

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

Present: Maggie Jones (1), Jim Mantey (2), Ronald VanHouten (4), Jay Drick (5), Carol Griffith (7), Dennis Dolan (8), John E LaBelle (9)

Absent: David Domas (3), Steven Williams (6)

Also present: Cindy Mendoza (Finance), Belinda Peters (Administration), Jennifer Palmbos, Margaret M. Dunleavy, Debbie Warden

Call To The Public. No response.

Agenda. It was moved by Commissioner Mantey to accept the agenda, as printed. Seconded by Commissioner VanHouten. MOTION CARRIED, 7-0-2 absent.

Claims. It was moved by Commissioner LaBelle to accept the Finance Committees recommendation for approval of claims dated March 14, 2012. Seconded by Commissioner Mantey. MOTION CARRIED, 7-0-2 absent.

Payables. It was moved by Commissioner VanHouten to accept the Finance Committees recommendation for approval of payables for February 29 through March 9, 2012. Seconded by Commissioner Mantey. MOTION CARRIED, 7-0-2 absent.

Call To The Public. No response.

Adjournment. It was moved by Commissioner Griffith that the meeting be adjourned. Seconded by Commissioner LaBelle. MOTION CARRIED, 7-0-2 absent.

The meeting was adjourned at 9:46 a.m.

Margaret M. Dunleavy  
Livingston County Clerk



LIVINGSTON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING, March 5, 2012  
COMMISSIONERS CHAMBERS, 304 E. Grand River, Howell, MI

The meeting was called to order by the Chairperson, Maggie Jones, at 7:30 a.m.

All rose for the Pledge of Allegiance.

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

Present: Maggie Jones (1), Jim Mantey (2), Ronald VanHouten (4), Jay Drick (5),  
Steven Williams (6), Carol Griffith (7), Dennis Dolan (8). John LaBelle (9)

Absent: David Domas (3)

Also present: Dave Stoker (Counsel), Jennifer Nash, Jamie Palmer (Treasurer), Brian  
Jonckheere (Drain), Kathleen Kline-Hudson (Planning), Tom Cremona, Mike  
Kinaschuk (Sheriff), Belinda Peters (Administration), Cindy Mendoza (Finance),  
Jennifer Palmbo (Human Resources), Margaret M. Dunleavy, Debbie Warden

Correspondence. It was moved by Williams to accept the correspondence from Oakland and  
Oceana counties. Seconded by Commissioner Mantey. MOTION CARRIED, 8-0-1 absent.

Call To The Public. No response.

Minutes. It was moved by Commissioner Mantey to accept the minutes of the regularly  
scheduled meetings of February 21 and February 29, 2012, as printed. Seconded by  
Commissioner VanHouten. MOTION CARRIED 8-0-1 absent.

Tabled. None.

Agenda. It was moved by Commissioner LaBelle that the agenda be changed to reflect  
removing Resolution No. 2012-03-178 from consent agenda. Seconded by Commissioner  
Williams. Commissioner Williams asked that a resolution, Encouraging Membership with  
Livingston County Economic Council, be added as Resolution No. 2012-03-089. Seconded  
by Commissioner VanHouten. It was moved by Commissioner Griffith to approve the  
agenda, as amended. Seconded by Commissioner Mantey. MOTION CARRIED, 8-0-1  
absent.

Reports. Commissioner Drick informed the board that Judge Bert Hensick passed away  
Sunday Night. Commissioner LaBelle stated that he established the district court system and  
the county was very fortunate to have him.

Kathleen Kline-Hudson gave a synopsis of the Livingston County Parks and Open Space  
Plan.

Public Hearing. It was moved by Commissioner Williams, at 7:51 p.m., to call the public  
hearing to order regarding the Livingston County Parks And Open Space Plan. Seconded by

Commissioner Mantey. MOTION CARRIED, 8-0-1 absent. There were no comments from the public. It was moved by Commissioner LaBelle that the hearing be adjourned. Seconded by Commissioner Griffith. MOTION CARRIED, 8-0-1 absent.

The hearing was adjourned at 7:52 p.m.

Consent Agenda. Commissioner Mantey presented the consent agenda and moved each as follows: Resolution No. 2012-03-070, Resolution To Approve Appointments To The Livingston County Leadership Council On Aging-Board of Commissioners; Resolution No. 2012-03-071, Resolution Authorizing The Funds To Replace Jail Kitchen Equipment And Authorization To Amend The 2012 Budget-Jail; Resolution No. 2012-03-072, Resolution To Amend Resolution No. 2008-05-146 Authorizing A Contract Extension For Patrol Car Conversions-Sheriff; Resolution No. 2012-03-073, Resolution Authorizing Purchase Of Replacement Mobile Computers For The Livingston County EMS Department- 9-1-1; Resolution No. 2012-03-074, Resolution Authorizing The Purchase Of A Replacement Air Quality Monitor For The Hazardous Material Team- Central Dispatch; Resolution No. 2012-03-075, Resolution Authorizing Expansion Of The Wide Area Network Across Airport Property-Central Dispatch; Resolution No. 2012-03-076, Resolution Authorizing The Replacement Of Low-Strand-Count Fiber Optic Cable Along Merrill Road-Central Dispatch; Resolution No. 2012-03-077, Resolution Authorizing Contribution To The Installation Of An Emergency Power Supply For The Brighton Wide Area Network Hub-Central Dispatch; Resolution No. 2012-03-078 was moved to regular agenda and Resolution No. 2012-03-079, Resolution Authorizing The Purchase Of A 800MHZ Repeater For The Livingston County Sheriff Department Tactical Response Team-Central Dispatch. Seconded by Commissioner Williams. Roll call vote: Ayes: Mantey, VanHouten, Drick, Williams, Griffith, Dolan, LaBelle, Jones; Nays: None; Absent: Domas. MOTION CARRIED, 8-0-1 absent.

Commissioner LaBelle presented Resolution No. 2012-03-078, Resolution Authorizing The Purchase Of Replacement 800 MHZ Portable Radios And Chargers-Central Dispatch, and moved its adoption. Seconded by Commissioner Williams. MOTION CARRIED, 8-0-1 absent.

Resolution No. 2012-03-079 was presented in the consent agenda.

Commissioner LaBelle presented Resolution No. 2012-03-080, Resolution Authorizing The Issuance Of Not To Exceed \$8,500,000 Livingston County 2012 Refunding Bonds (Handy Township) (Limited Tax General Obligation) and moved its adoption. Seconded by Commissioner VanHouten. Roll call vote: Ayes: LaBelle, Jones, Mantey, VanHouten, Drick, Williams, Griffith, Dolan; Nays: None; Absent: Domas. MOTION CARRIED, 8-0-1 absent.

Commissioner Williams presented Resolution No. 2012-03-081, Resolution Adopting The Livingston County Parks And Open Space Plan 2012-2017, and moved its adoption. Seconded by Commissioner Mantey. MOTION CARRIED, 8-0-1 absent.

Commissioner Williams presented Resolution No. 2012-03-082, Resolution To Authorize Request To Use County Grounds For A Wedding- Building Services, and moved its adoption. Seconded by Commissioner Drick. MOTION CARRIED, 8-0-1 absent.

Commissioner Drick presented Resolution No. 2012-03-083, Resolution To Authorize Request To Use County Grounds For Stand Up For Religious Freedom Nationwide Rayy-Building Services, and moved its adoption. Seconded by Commissioner Williams. MOTION CARRIED, 8-0-1 absent.

Commissioner Griffith presented Resolution No. 2012-03-084, Resolution Authorizing Attendance To Out Of State Training For One Deputy-Sheriff, and moved its adoption. Seconded by Commissioner Mantey. MOTION CARRIED, 8-0-1 absent.

Commissioner VanHouten presented Resolution No. 2012-03-085, Resolution To Amend Resolution 2012-01-024 Regarding Interest Rate On Charge Backs-Treasurer, and moved its adoption. Seconded by Commissioner Mantey. MOTION CARRIED, 8-0-1 absent.

Commissioner Williams presented Resolution No. 2012-03-086, Resolution To Authorize Contract(s) For Payment To Individuals Instruction Staff And Law Enforcement On Working With Offenders With Mental Illness And/Or Returning Combat Veterans Through The Mental Health Court-District Court, and moved its adoption. Seconded by Commissioner Dolan. MOTION CARRIED, 8-0-1 absent.

Commissioner Dolan presented Resolution No. 2012-03-087, Resolution To Issue Contracts For Services For The Livingston County Adult Drug Treatment Court, To Be Paid For By The FY2012 Michigan Drug Court Grant Program Funds(MDCGP) And Byrne Jag Funds For The Operation Of The Livingston County Adult Drug Court Program-Circuit Court, and moved its adoption. Seconded by Commissioner Williams. MOTION CARRIED, 8-0-1 absent.

Commissioner VanHouten presented Resolution No. 2012-03-088, Resolution To Approve The Letter Of Understanding Regarding Lieutenant Cleaning Allowance, and moved its adoption. Seconded by Commissioner Griffith. MOTION CARRIED, 8-0-1 absent.

Commissioner Williams presented Resolution No. 2012-03-089, Resolution Encouraging Membership With Livingston County Economic Development Council-Board of Commissioners, and move its adoption. Seconded by Commissionre Griffith. Roll call vote: Ayes: Williams, Griffith, Dolan, LaBelle, Jones, Mantey, VanHouten, Drick; Nays: None; Absent: Domas. MOTION CARRIED, 8-0-1 absent.

Call To The Public. Jim Sparks commended Kathleen Kline-Hudson and the planning committee for their work on the Parks and Open Space Plan.

Closed Session. It was moved by Commissioner Mantey and seconded by Commissioner Dolan to go into closed session for the purpose of a written legal opinion. MOTION CARRIED, 8-0-1 absent.

The board went into closed session at 8:04 p.m.

The board returned to open session at 8:19 p.m.

It was moved by Commissioner LaBelle to authorize settlement as recommended by jail administrator. Seconded by Commissioner Mantey. MOITON CARRIED, 8-0-1 absent.

Adjournment. It was moved by Commissioner Williams that the meeting be adjourned. Seconded by Commissioner Griffith. MOTION CARRIED, 8-0-1 absent.

The meeting was adjourned at 8:22 p.m.

Margaret M. Dunleavy  
Livingston County Clerk

**RESOLUTION**

**NO.: 2012-03-090**

**LIVINGSTON COUNTY**

**DATE: March 19, 2012**

**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.

# # #

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: 2012-03-091

LIVINGSTON COUNTY

DATE: March 19, 2012

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**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 2012 for January 1, 2012 through December 31, 2012 for an amount not to exceed \$ 102,756.54.

# # #

MOVED:  
SECONDED:  
CARRIED:



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

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

## Memorandum

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

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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:

2012-03-092

LIVINGSTON COUNTY

DATE:

March 19, 2012

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**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.

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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.

RESOLUTION

NO: 2012-03-093

LIVINGSTON COUNTY

DATE: March 19, 2012

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**RESOLUTION TO EXPEND A PORTION OF THE LIVINGSTON COUNTY ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT AWARD FOR JUDICIAL CENTER ENTRY ACTIVITY – PLANNING/BUILDING SERVICES/PURCHASING/INFRASTRUCTURE & DEVELOPMENT**

**WHEREAS,** the Livingston County Board of Commissioners at their May 17, 2010 meeting, accepted a grant award by the U.S. Department of Energy for an Energy Efficiency and Conservation Block Grant (EECBG) in the amount of \$740,400; and

**WHEREAS,** at this meeting Commissioners also accepted the U.S. Department of Energy (DOE) approved EECBG energy efficiency and conservation strategy for Livingston County, Michigan; and

**WHEREAS,** installation of a Judicial Center Entry system is a major activity of this approved strategy; and

**WHEREAS,** the entire funding for the Judicial Center Entry project has been approved in the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant; and

**WHEREAS,** in accordance with the County’s Purchasing Policy, a competitive bid process was performed in which Brivar Construction Company is deemed to be the lowest responsive, responsible bidder.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Brivar Construction Company in an amount not to exceed \$106,343 for the installation of a Judicial Center Entry system.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes a purchase order be issued to Lindhout Associates Architects for Architectural and Engineering services in amount not to exceed \$15,219.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes payment not to exceed \$9,814.90 for additional costs related to the establishment of temporary entries, sidewalks, security relocation and other costs associated with the installation of a Judicial Entry system.

**BE IT FURTHER RESOLVED** that the Board Chair is authorized to sign the above-referenced contract with Brivar Construction Company, together with any letters of intent that may be deemed necessary, upon review and approval of Civil Counsel.

# # #

MOVED:  
SECONDED:  
CARRIED:





**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF PLANNING**

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**304 E. Grand River Avenue, Suite 206**  
**Phone (517) 546-7555 Fax (517) 552-2347**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Kathleen Kline-Hudson, Director**  
**Date: March 7, 2012**  
**Re: EECBG Expenditure**

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Resolution #3341 regards the Judicial Center Entry project budgeted for \$131,376.90 in Livingston County's Energy Efficiency and Conservation Block Grant Award.

A bid-opening process was conducted on March 5, 2012 and post-bid interviews were conducted with the two lowest bidders for the installation of a Judicial Center Entry system.

The resolution is to authorize the following Judicial Center Entry project costs:

1. A contract with Brivar Construction Company of Brighton, Michigan, in the amount of \$106,343
2. A purchase order not to exceed \$15,219 to Lindhout Associates Architects for architectural and engineering services
3. Payment of costs associated with temporary entries and walkways, security relocation and related expenses

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

RESOLUTION

NO:

2012-03-094

LIVINGSTON COUNTY

DATE:

March 19, 2012

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**RESOLUTION APPROVING A GRANT APPLICATION TO THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES RECREATION PASSPORT GRANT PROGRAM – Livingston County Parks And Open Space Advisory Committee**

**WHEREAS,** the County of Livingston adopted the *Livingston County Parks & Open Space Plan* at the March 5, 2012 meeting of the Livingston County Board of Commissioners, and said plan is currently being reviewed by the Michigan Department of Natural Resources (MDNR), and

**WHEREAS,** the *Livingston County Parks & Open Space Plan* enables Livingston County to apply for grants for the development of park land through the Recreation Passport Grant Program, which is administered by the MDNR, and

**WHEREAS,** the Parks and Open Space Advisory Committee at their March 7, 2012 meeting approved the preparation and submission of a grant application to the MDNR to support improvements to the Lutz County Park, subject to the approval of the Livingston County Board of Commissioners, and

**WHEREAS,** the Parks and Open Space Advisory Committee is requesting the approval of the Livingston County Board of Commissioners to submit a grant application to the MDNR to fund improvements to the Lutz County Park.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners approves an application to the Michigan Department of Natural Resources Recreation Passport Grant Program for Lutz County Park improvement funds in an amount not to exceed \$45,000 and

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners agrees to provide matching funds in the form of Livingston County Foundation funds that are designated for the Lutz County Park in the amount not to exceed ~~\$11,250~~ or 25% of the total project cost.

# # #

**MOVED:  
SECONDED:  
CARRIED:**



**LIVINGSTON COUNTY, MICHIGAN**  
**DEPARTMENT OF PLANNING**

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**304 East Grand River Avenue**  
**Phone (517) 546-7555 Fax (517) 552-2347**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Kathleen Kline-Hudson, Director**  
**Date: 3/8/2012**  
**Re: Michigan Department of Natural Resources Recreation**  
**Passport Grant Application**

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The Livingston County Parks and Open Space Advisory Committee at their March 7, 2012 meeting approved the preparation and submission of a grant application to the Michigan Department of Natural Resources Recreation Passport Grant Program in an amount not to exceed \$45,000 to fund recreation improvements to the Lutz County Park.

This Passport Grant application requires matching funds from the applicant in the amount of 25% of the total project cost therefore, the county match would not exceed \$11,250. Funds would come from the Livingston County Foundation which has financial gifts exceeding \$20,000 that have been designated for Lutz County Park.

The Livingston County Parks and Open Space Advisory Committee is requesting approval of the Livingston County Board of Commissioners to submit this MDNR Passport Grant application.

**LIVINGSTON COUNTY PARKS AND OPEN SPACE ADVISORY COMMITTEE**

**RESOLUTION OF SUPPORT APPROVING A GRANT APPLICATION TO THE  
MICHIGAN DEPARTMENT OF NATURAL RESOURCES (MDNR)  
RECREATION PASSPORT GRANT**

**WHEREAS,** the *Livingston County Parks & Open Space Plan 2012-2017* was updated by the Parks and Open Space Advisory Committee, with the assistance of the Livingston County Department of Planning, upon the authorization of the Livingston County Board of Commissioners, for the benefit of the entire County, and

**WHEREAS,** the County of Livingston adopted the *Livingston County Parks & Open Space Plan 2012-2017* at the March 5, 2012 meeting of the Livingston County Board of Commissioners, and

**WHEREAS,** the *Livingston County Parks & Open Space Plan 2012-2017* enables Livingston County to apply for grants for the acquisition or development of park land through the MDNR, and

**WHEREAS,** the Parks and Open Space Advisory Committee wishes to convey its support for County Planning/Building Services preparation and submission of a grant application to the MNRTF to support improvements to the Lutz County Park, subject to the approval of the Livingston County Board of Commissioners, and

**WHEREAS,** the Parks and Open Space Advisory Committee is requesting the approval of the Livingston County Board of Commissioners to submit a grant application to the MDNR to fund improvements to the Lutz County Park.

**THEREFORE BE IT RESOLVED** that the Livingston County Parks and Open Space Advisory Committee approves this Resolution of Support for the submittal of a Recreation Passport Grant application to the Michigan Department of Natural Resources for Lutz County Park improvements.

**MOVED: Arens**

**SECONDED: Lobur**

**CARRIED: 8-0-4 absent**



RESOLUTION

NO: 2012-03-095

LIVINGSTON COUNTY

DATE: March 19, 2012

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**RESOLUTION APPROVING A GRANT APPLICATION TO THE MICHIGAN COMMUNITY POLLUTION PREVENTION GRANT PROGRAM-MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY**

**WHEREAS,** evidence of pharmaceutical waste has been detected in the groundwater and drinking water in the Great Lakes Region; and

**WHEREAS,** current technologies and equipment required to remove these compounds from drinking and waste water, on municipal systems, are expensive and currently not widely deployed by communities and virtually nonexistent in smaller on site systems; and

**WHEREAS,** currently Livingston County has a collection system established with five “Big Red Barrels” located in various locations in the County; and

**WHEREAS,** representatives from the Sheriff’s Department, Environmental Health, and the Drain Commissioner’s Office (Solid Waste Program) recognize a need to increase collection points, as well as, educating the public about the potential long-term damage to the environment that improper pharmaceuticals disposal contributes to; and

**WHEREAS,** the Michigan Community Pollution Prevention (P2) Grant Program, through the Michigan Department of Environmental Quality, is accepting grant applications from municipalities for the development of ongoing household drug collection programs; and

**WHEREAS,** the above departments, along with assistance from the Planning Department, is seeking the approval of the Livingston County Board of Commissioners to submit a grant application to the Michigan Community Pollution Prevention (P2) Grant Program for up to \$100,000; and

**WHEREAS,** the grant requires a match requirement of at least 25%, which can be in-kind goods and services; and

**WHEREAS,** the County intends to contribute only in-kind goods and services already budgeted in the 2012 Budgets as its match requirement; and

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes a submission of a grant application, requesting up to \$100,000, to the Michigan Community Pollution Prevention (P2) Grant Program.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners agrees to provide matching funds in the form of in-kind goods and services, up to \$25,000, which is 25% of the possible requested amount.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners be authorized to sign the above-referenced application and any subsequent grant agreement upon review by Civil Counsel.

**BE IT FURTHER RESOLVED** that the Chair of the Board of Commissioners be authorized to sign future amendments for monetary and contract language adjustments of any above-referenced grant agreement upon review by Civil Counsel.

# # #

MOVED:  
SECONDED:  
CARRIED:



## LIVINGSTON COUNTY, MICHIGAN

### DEPARTMENT OF DRAIN COMMISSIONER

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2300 E. Grand River Ave. Suite 105  
Howell MI 48843  
Phone 517-546-0040 Fax 517-545-9658  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

# Memorandum

**To: Livingston County Board of Commissioners**

**From: Robert A. Spaulding, DPW Coordinator**

**Date: 03/02/12**

**Re: RESOLUTION APPROVING A GRANT APPLICATION  
TO THE MICHIGAN COMMUNITY POLLUTION  
PREVENTION GRANT PROGRAM-MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY**

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Our Department was recently made aware of a grant opportunity from the Michigan Department of Environmental Quality called the Michigan Community Pollution Prevention (P2) Grant Program. The grant is available to municipalities to develop ongoing household drug collection programs.

The Sheriff's Department has worked with a local non-profit agency, Livingston County Community Alliance, in the placement of five drop-off "Big Red Barrels", located throughout the County, that accept unused household medications, including controlled and uncontrolled substances.

The Sheriff's Department, Environmental Health and the Drain Commissioners Office, through its Solid Waste Program, seek your approval to submit an application in an amount up to \$100,000 to the Michigan Community Pollution Prevention (P2) Grant Program. Our intent is to increase the number of collection sites, promote their locations, and educate our constituents about the long-term environmental and societal damage that occur from improper disposal of unused household medications.

The grant requires a match requirement of at least 25% and can include in-kind goods and services. We intend to provide in-kind goods and services that are already allocated in our respective 2012 budgets.

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

RESOLUTION

NO:

2012-03-096

LIVINGSTON COUNTY

DATE:

March 19, 2012

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**RESOLUTION RECOGNIZING THE 35TH BIRTHDAY OF THE LIVINGSTON COUNTY UNITED WAY**

WHEREAS, the Livingston County United Way became a full-fledged United Way organization on February 4, 1977 as a result of local community chests coming together for the Common Good; and

WHEREAS, the Livingston County United Way is recognized as a true non-profit organization, funded solely by community, residential and corporate donations, and state and federal grants where possible; and

WHEREAS the Livingston County United Way has continued to focus on the greatest needs of the Livingston County community through programs and initiatives for the past 35 years; and

WHEREAS the Livingston County United Way Board of Directors, Staff, and Volunteers recognize transparency and fiscal responsibility to its donors, and will do the utmost to maximize and leverage donors' gifts; and

WHEREAS the Livingston County United Way Board of Directors, Staff, and Volunteers are committed to convening partnerships to better serve all Livingston County residents in times of need, now and in the future; and

THEREFORE IT BE RESOLVED that the Livingston County Board of Commissioners recognizes the 35<sup>th</sup> Birthday Celebration of the Livingston County United Way and the importance of the organization's impact on the greater Livingston County community.

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MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO:

2012-03-097

LIVINGSTON COUNTY

DATE:

March 19, 2012

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

**WHEREAS,** the Friend of the Court Office has a need to fill a vacant full time Caseworker position; and

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

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

**WHEREAS,** funding for same is available in the 2012 Friend of the Court Budget; and

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

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

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MOVED:  
SECONDED:  
CARRIED:

## REQUEST FOR EXCEPTION TO THE HIRING FREEZE

Request Submitted by: **Melissa A. Scharrer, Friend of the Court**

Title of Position to be Filled: **Enforcement Caseworker**

Salary: **\$36,868 – \$44,032**

Annual Cost of Budgeted Position: \$53,919 - \$59,373. **However, as this position is funded through the Cooperative Reimbursement Program (CRP) with the Office of Child Support, the annual cost would be 34% of the above range or: \$18,332 - \$20,187 which includes benefits.**

Projected Cost for the next five years: **Approximately, \$96,229 (34% of \$283,028)**

New Position/Classification (No)

If No: Name of Employee Last Occupying this Position: **Phyllis Hoffmeyer**

When did the position become vacant? **March 19, 2012**

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

**Yes.**

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

**The position of Enforcement Caseworker enforces court orders in compliance with Michigan statutes, Michigan Court Rules, case law, and other requirements and directives from the Department of Human Services, Office of Child Support, and the State Court Administrative Office pertaining to child support, spousal support, medical support, and child care. This position is responsible for collecting financial and other information which is used to prepare reports with recommendations regarding child support and other matters; monitoring cases for compliance with court orders and following up with enforcement action, if necessary; responding to inquiries via telephone, fax, written correspondence, e-mail, and in person related to court orders, enforcement issues, complaints regarding parenting time, and other matters.**

**The work performed by the FOC Enforcement Caseworker is essential to the welfare of the children and families in Livingston County who have experienced separation and/or divorce. Especially with this depressed economy, issues of financial support for children take on paramount importance. The federally mandated child support system, and the rules and procedures associated with it, are often complex and difficult to understand. With an average caseload of over 1,250 cases, caseworkers not only must navigate these complexities but also seek to explain the processes to clients. Currently, many clients feel frustrated by the "system" and want their concerns timely addressed. To not fill this position would mean that the 1,250 cases would be divided between the remaining four Caseworkers, resulting in a**

**caseload of about 1,563 per person. I believe that our commitment to serving children and families would be severely jeopardized by such caseloads.**

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

**Mandated pursuant to Michigan Compiled Laws (MCL): 400.236- 240; The Family Support Act, MCL 552.451- 459; The Friend of the Court Act, MCL 552.501- 528; The Support and Parenting Time Enforcement Act, MCL 552.601- 683; The Uniform Interstate Family Support Act, MCL 552.1101- 1901; Child Custody Act, MCL 772.21 et seq.; The United States Code of Federal Regulations (CFR); Title IV-D of the Social Security Act of 1976; The Michigan Court Rules (MCR) subchapter 3.200 particularly MCR 3.208- 3.221; State Court Administrative Office Memorandum; Department of Human Services IV-D Memorandum; and all other duties assigned by the Chief Circuit Court Judge.**

2. Budgeted department head count for the past five years:

Jan., 2007: **27** Jan., 2008: **25** Jan., 2009: **26** Jan., 2010: **26.5** Jan., 2011: **26.5**

Please explain changes:

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

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

**Typically, a vacant Enforcement Caseworker position has been filled by a lower seniority employee at the FOC largely in part because of the critical necessity to understand the complexities of the Michigan Child Support Enforcement System (MiCSES), court rules and procedures, and the unique nature of working in emotional and stressful situations. Caseworkers oversee the entire FOC case file and are the points of contact for all inquiries. It is essential that a Caseworker have knowledge and understanding of MiCSES, child support procedures and statutes, legal knowledge, and IV-D rules and regulations. This scope of knowledge is only gained through actual FOC work.**



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

**As stated in question #4, due to the complexities of the position and specialized knowledge required, this position is best filled with a current FOC employee. This, then, begs the question of should authorization be granted to fill the Enforcement Caseworker position, and it is filled with an existing FOC employee, could the essential work of the FOC be done without hiring an additional person? At this point, I cannot answer that question because it is conditional upon who might apply for the Enforcement Caseworker position and what existing position would be vacated and the resulting impact on the operation of the office. While I am always seeking opportunities to make the FOC as effective and efficient as possible, I am reminded of the limitations imposed upon us by MiCSES in assigning roles and duties to particular positions for security purposes. For example, a front desk clerk who accepts a support payment is not allowed to have the authority to change an address in MiCSES. The regulations imposed by MiCSES limit the scope of cross training allowable.**

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

**In my opinion, I would not have any options that I could offer as “reasonable.” The caseloads of the remaining Enforcement Caseworkers would be increased while the mandated duties would remain. The reluctant “option” would be to reduce contact with clients and become more automated in responding to inquiries.**

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

**Reduced availability to clients will result in increased frustration level for parents. Increased caseloads will result in the potential for mandated services not being performed accurately and timely. Incentive revenue likely will decline as we are not able to manage our cases as proficiently as before. Incentive revenue is based upon how well we perform our support enforcement functions. Generally, we receive about \$230,000 annually in incentive monies. This amount would be compromised with the loss of personnel.**

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

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

for hearings. The Referees, Friend of the Court, as well as Custody Investigators all type their own work product.

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

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

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

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

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

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

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

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

**Due to the requirements of the Cooperative Reimbursement contract, the answer is none. However, we have been able to supplement services, such as supervised parenting time, through a grant offered by the State Court Administrative Office and administered by Catholic Social Services. In addition, we provide a divorce education program called SMILE that is done through all volunteers.**

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

**Due to the complexities of the MiCSES system and the knowledge required for this position, I do not think it would be effectively feasible.**

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

**Yes. The nature of the position of Enforcement Caseworker is literally a person who works a case. This person is the point of contact for parents, guardians, attorneys, employers, DHS workers, etc. Unlike criminal and civil cases, domestic cases can remain open for many years. The court continues to have jurisdiction over children until they reach 18 years old or graduate from high school, up to age 19 ½. In addition, if there are support arrearages owing past this date, then the FOC has 10 additional years to enforce on the arrears. Enforcement Caseworkers must develop and maintain communication and continuity with families. It not only helps families, but it helps enforcement duties as well. The use of part-time personnel would not serve the public or our enforcement responsibilities well. In addition, as 66% of salary and benefits are reimbursed by the CRP contract, the savings received by hiring someone without benefits would be relatively small compared to the loss in continuity and work productivity.**

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

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

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

**Yes, current staff works some overtime but, due to budgetary concerns, the majority of this time is in the form of compensatory time. However, the use of this process is a balancing act. The position of Enforcement Caseworker, as are most positions at the FOC, very stressful. When clients call or come to our lobby, it is because they have questions and are generally upset with something that has happened that they do not understand. Caseworkers deal with volatile emotions on a regular basis and, in order to be effective, Caseworkers need to have a balance. To work overtime or compensatory time, on a regular basis, would not serve the Caseworker, the clients, or our office well.**

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

**Subject to the limitations imposed by MiCSES because of security safeguards, all staff are cross trained to promote efficiency. For example, my Office Coordinator, Chief Support Specialist, and Chief Account Clerk are cross trained in each position's duties. This allows for continuity in operations when there are sick, vacation, or training days. Similarly, the FOC Clerks are cross trained to assist the Referee Secretaries. As much as possible, staff are cross trained to maximize efficiency.**



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

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

# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Melissa A. Scharrer**  
**Date: February 29, 2012**  
**Re: RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME CASEWORKER  
POSITION IN THE FRIEND OF THE COURT OFFICE**

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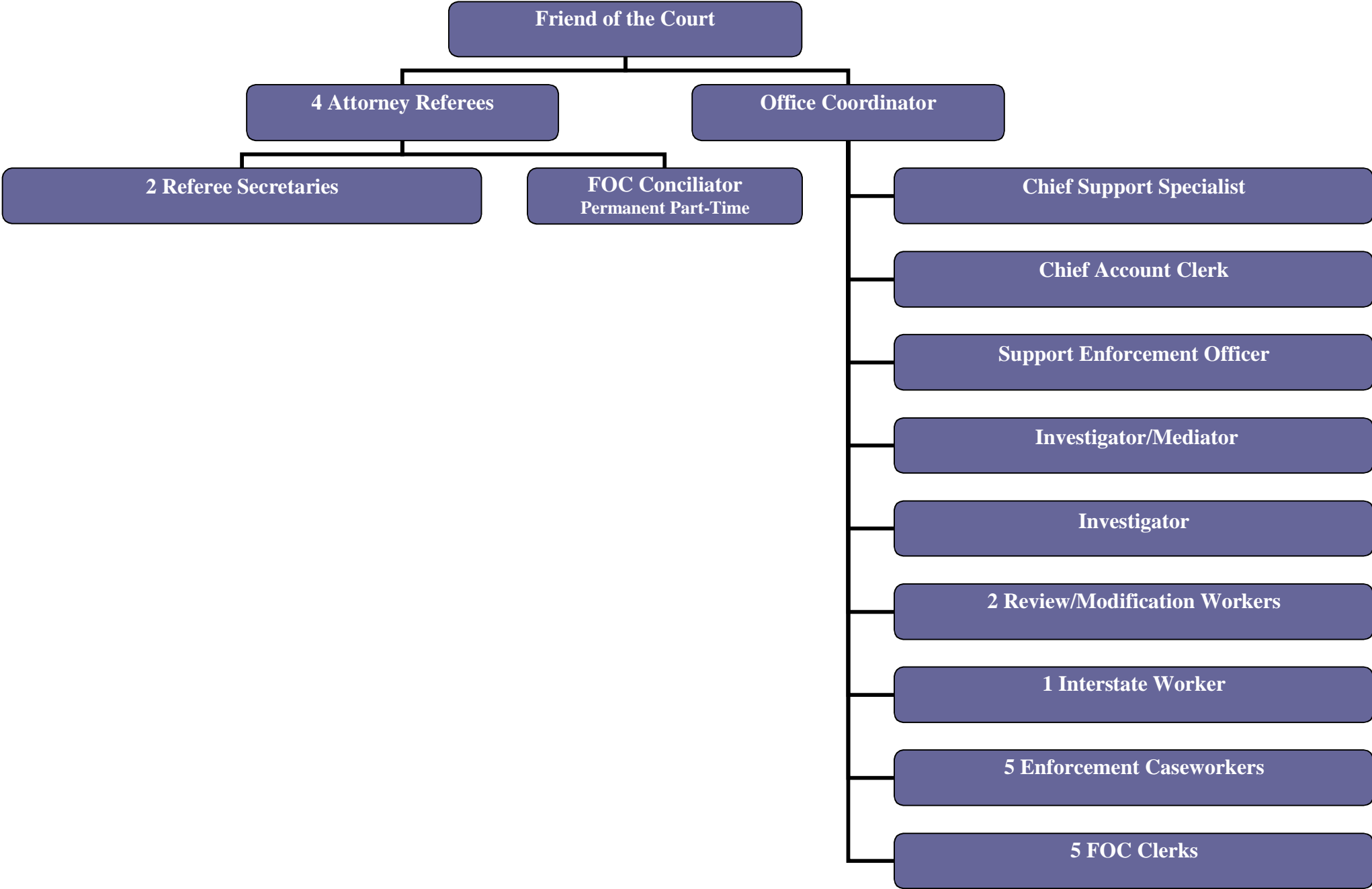
Friend of the Court Caseworker, Phyllis Hoffmeyer, is retiring from the Friend of the Court Office effective 3/16/2012. This will create a vacant Caseworker position in the Friend of the Court Office.

The position of Caseworker is responsible for child support enforcement and 66% of salary and benefits is reimbursed through the Cooperative Reimbursement Program through the Michigan Department of Human Services and the Federal Office of Child Support. This position performs duties that are mandated by statute, court rules, and federal regulations. It is critical to the effective operation of the Friend of the Court and their mandated duties, in addition to the responsibilities to the children and families we serve, that this vacancy be filled.

An Exception to Hiring Freeze from accompanies this request. If you have any questions, please do not hesitate to contact me. Thank you.

# Friend of the Court Organization Chart

1-1-2012



**RESOLUTION**

**NO: 2012-03-098**

**LIVINGSTON COUNTY**

**DATE: March 19, 2012**

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**RESOLUTION TO AUTHORIZE A CONTRACT FOR DEFENSE COUNSEL SERVICES TO PARTICIPANTS OF THE MENTAL HEALTH COURT - DISTRICT COURT /FINANCE COMMITTEE / FULL BOARD**

**WHEREAS,** The District Court has identified Paige Gingerich, a defense attorney, to provide services to the participants of the Intensive Treatment Mental Health Court; and

**WHEREAS,** the Central Services has in its budget a total of \$6,500 for payment of defense counsel services to the Intensive Treatment Mental Health Court; and

**WHEREAS,** the State Court Administrative Office requires that all persons paid for services be under contract; and

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves a twelve-month contract for Fiscal Year 2012, for services provided participants of the Intensive Treatment Mental Health Court, not to exceed a total of \$6,500.

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

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**MOVED:**

**SECONDED:**

**CARRIED:**

District Judges  
Theresa M. Brennan  
Suzanne Geddis  
Carol Sue Reader



Court Administrator  
Mary Ellen Nygren

Attorney/Magistrate  
Brian V. Brown

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

Date: 16 March 2012

To: The Livingston County Board of Commissioners

From: Joanne Hartmeyer  
Specialty Courts and Grants Administrator

Re: Contract for Mental Health Court Defense Counsel

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The Intensive Treatment Mental Health Court of Livingston County retains the services of attorney, Paige Gingerich, to provide defense counsel to Court participants.

In the Fiscal Year 2012 Central Services budget, there exists a line item for payment for these services in the amount of \$6,500. At this time, I am requesting approval to issue a contract, to Ms. Gingerich for her services, as indicated below:

- A contract to Paige Gingerich in the amount of \$6,500, for her services as defense counsel to the participants of the Intensive Treatment Mental Health Court, for the period of 1/1/2012 to 12/31/2012.

If you have questions or concerns, please do not hesitate to contact me by email at [jhartmeyer@co.livingston.mi.us](mailto:jhartmeyer@co.livingston.mi.us), or by telephone at 517-540-7827.



**RESOLUTION**

**NO: 2012-03-099**

**LIVINGSTON COUNTY**

**DATE: March 19, 2012**

**RESOLUTION AMENDING RESOLUTION 2012-02-050 AUTHORIZING CAPITAL EXPENDITURE (vehicles) - Motor Pool / Full Board**

**WHEREAS,** the Livingston County Motor Pool Department is requesting replacement of fourteen (14) Motor Pool vehicles that have served their useful life based on age, mileage, and condition; and

**WHEREAS,** the recommended replacement vehicles are as follows five (5) Model Year 2011 Chevrolet Caprice Police Interceptors for the Sheriff's Department Road Patrol at a cost not to exceed \$132,500 that are available immediately in lieu of ordering model year 2012 with a 5 – 6 month wait, all other vehicles are model year 2012 and they are as follows, one (1) Ford Fusion SE 4 door sedan For the Friend of the Court at a cost not to exceed \$17,000; Two (2) Ford Explorer 4 x 4 for the Sheriff's Department at a cost not to exceed \$47,100; one (1) GMC ½ ton Yukon XL 4 X 4 for the EMS Departments at a cost not to exceed \$37,700; two (2) Dodge Caravan mini-vans for the Sheriff's Department (jail) at a cost not to exceed \$42,000; and; one (1) front wheel drive Ford Escape for the Sheriff's Department Detective Bureau at a cost not to exceed \$19,850; and two (2) Ford F-150 pickup trucks for the Building Department for a cost not to exceed \$34,000; and

**WHEREAS,** the Ford Explorers, Escape, and F-150's will be purchased from the State of Michigan purchasing contract from Gorno Ford of Woodhaven, MI; the Chevrolet Caprice police vehicles will be purchased from the Macomb County Contract from Shaheen Chevrolet of Lansing, MI; GMC Yukon XL will be purchased from the State contract from Red Holman Pontiac GMC of Westland, MI; The Dodge Caravan mini-vans will be purchased from the Macomb County Contract from Slingerland Dodge of Owosso, MI, and

**WHEREAS,** monies were budgeted for CY 2012 for thirteen (13) vehicles with the exception of one (1) vehicle that was totaled, however there is enough funds within the Car Pool budget to pay for this additional vehicle; and

**WHEREAS,** the Motor Pool department will be purchasing these vehicles from Retained Earnings from the monthly lease program paid by the various departments; and

**WHEREAS,** the new vehicles were also included in the various Departments' CY 2012 budget except for one (1) Chevrolet Caprice Police Interceptor that was just recently totaled due to a traffic division police vehicle accident; and.

**WHEREAS,** all vehicles will be charged back to those Departments by way of the monthly lease program.

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

hereby authorizes the purchase of five (5) MY 2011 Chevrolet Caprice Patrol

Vehicles at a cost not to exceed \$132,500; and Nine (9) MY 2012 vehicles as follows; one (1) Ford Fusion SE 4 door sedans at a cost not to exceed \$17,000; Two (2) Ford Explorer 4 x 4 at a cost not to exceed \$47,100; one (1) GMC ½ ton Yukon 4 X 4 at a cost not to exceed \$37,700; one (1) front wheel drive Escape at a cost not to exceed \$19,850; two (2) Dodge Caravan mini-vans at a cost not to exceed \$42,000; and two (2) Ford F-150 pickup trucks for a cost not to exceed \$34,000.

**BE IT FURTHER RESOLVED** that the cost of all fourteen (14) vehicles are not to exceed Three Hundred Thirty Thousand One Hundred and Fifty dollars (\$330,150),

**BE IT FURTHER RESOLVED** that all fourteen (14) vehicles are to be leased back to the various Departments from the Motor Pool.

**BE IT FINALLY RESOLVED** that the Motor Pool Director is hereby authorized to dispose of various department vehicles being replaced per the County Purchasing/Disposal Policy.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**



# Memorandum

**To:** Livingston County Board of Commissioners  
**From:** Doug Britz  
**Date:** March 9, 2012  
**Re:** RESOLUTION AMENDING RESOLUTION 2012-02-050  
AUTHORIZING CAPITAL EXPENDITURE (vehicles) - Motor  
Pool / Full Board

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Attached please find a resolution for your consideration and authorization for the Motor Pool Director to replace thirteen (13) Motor Pool Vehicles that have served their useful life based on mileage and condition and one (1) patrol vehicle that was recently totaled for total a total of fourteen replacement vehicles.

The recommended replacement vehicles are as follows five (5) Model Year 2011 Chevrolet Caprice Police Interceptors for the Sheriff's Department Road Patrol at a cost not to exceed \$132,500 that are available immediately in lieu of ordering model year 2012 with a 5 – 6 month wait, all other vehicles are model year 2012 and they are as follows, one (1) Ford Fusion SE 4 door sedan for the Friend of the Court at a cost not to exceed \$17,000; Two (2) Ford Explorer 4 x 4 for the Sheriff's Department at a cost not to exceed \$47,100; one (1) GMC ½ ton Yukon XL 4 X 4 for the EMS Departments at a cost not to exceed \$37,700; two (2) Dodge Caravan mini-vans for the Sheriff's Department (jail) at a cost not to exceed \$42,000; one (1) front wheel drive Ford Escape for the Sheriff's Department Detective Bureau at a cost not to exceed \$19,850; and two (2) Ford F-150 pickup trucks for the Building Department for a cost not to exceed \$34,000. The total purchase price of all fourteen (14) vehicles is not to exceed Three Hundred Thirty Thousand One Hundred and fifty dollars (\$330,150).

The Ford Explorers, Escape, and F-150's will be purchased from the State of Michigan purchasing contract from Gorno Ford of Woodhaven, MI; the Chevrolet Caprice police vehicles will be purchased from the Macomb County Contract from Shaheen Chevrolet of Lansing, MI; GMC Yukon XL will be purchased from the State contract from Red Holman Pontiac GMC of Westland, MI; The Dodge Caravan mini-vans will be purchased from the Macomb County Contract from Slingerland Dodge of Owosso, MI.

The funds were budgeted for the purchase of thirteen (13) vehicles for CY 2012. The Motor Pool department will be purchasing these vehicles from Retained Earnings from the monthly lease program paid by the various departments. The one (1) vehicle that was totaled will be paid from insurance proceeds and collected lease payments. Additionally, there is enough funds within the Car Pool budget to pay for this additional vehicle. In addition, the new vehicles were also included in the various Departments' CY 2012 budget except for the one (1) totaled patrol vehicle and will be charged back to those Departments by way of the monthly lease program.

Finally, the Motor Pool Director is hereby authorized to dispose of various department vehicles being replaced per the County Purchasing/Disposal Policy.

I am available at your convenience to discuss this purchase at 517-540-7847.

**RESOLUTION**

**NO: 2012-03-100**

**LIVINGSTON COUNTY**

**DATE: March 19, 2012**

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**RESOLUTION AUTHORIZING CONTRACT FOR PREVENTATIVE MAINTENANCE ON THE L-1 IDENTITY SOLUTION FINGERPRINT MACHINES.**

**WHEREAS,** The Sheriff's Department has determined a need to continue the warranties on two L-1 Identity Solutions fingerprint machines as the initial purchase warranty has expired; and

**WHEREAS,** The cost to cover the annual maintenance would be \$5,498.31 per machine. This cost would include technical support for both hardware and software and all parts and components necessary for the service and maintenance of the system; and

**WHEREAS,** an annual expense to maintain the equipment for as long as the department owns the equipment will be necessary as these machines are essential to operations; and

**WHEREAS,** as L-1 Identity Solutions is a sole source provider, no additional quotes were obtained; and

**WHEREAS,** these following charges will be paid by IT and charged back to the Sheriff Department in line items 101.301.943.020 and 101.351.943.020; and

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the Sheriff to enter into an agreement with L-1 Identity Solution for maintenance agreement at a total cost of \$10966.62 for the period of one year upon authorization by Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:



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

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150 S. Highlander Way, Howell, MI 48843  
Phone 540-7903 Fax 545-9627  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

## Memorandum

**To:** Livingston County Board of Commissioners

**From:** Lt. Eric Sanborn

**Date:** 03/07/2012

**Re:** RESOLUTION AUTHORIZING CONTRACT FOR PREVENTATIVE  
MAINTENANCE ON THE L-1 IDENTITY SOLUTION FINGERPRINT  
MACHINES.

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Attached is a resolution for your consideration of approval for a maintenance agreement on the two L-1 Identity Solution fingerprint machines. These machines are used on a 24/7 basis and it is imperative that the machines work on a continual basis.

The L-1 Identity fingerprint machines are used to comply with court order fingerprints, newly lodged inmates, CPL, and other various agencies requesting individual's fingerprints.

The maintenance agreement included telephone technical support for system hardware and software and Identix shall furnish all parts and components necessary for the service and maintenance of the system. Identix will also make available any updates to those customers with maintenance agreements.

The total cost for the maintenance agreement would be \$10996.62 and cover the period of one year. The current maintenance agreement for the machines has expired.

As L-1 Identity Solutions is a sole source provider, no additional quotes were obtained.

Attached for your review is a copy of services rates for machines not cover under L-1 Identity Solutions warranty.

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

# L1 Identity Solutions: Biometrics Division Customer Service Time and Material Rates

## Non-Contract Labor Rates

<u>Item</u>	<u>Labor Rate</u>
On-Site Support for Customers/End Users	\$200.00 per hour plus expenses*
On-Site Support for L1 Identity Solutions: Biometrics Division Partners/Resellers	\$135.00 per hour plus expenses*
Help Desk Technical Support and Repair Services	\$130.00 per hour plus materials
Help Desk Technical Support and Repair Services Partners/Resellers for L1 Identity Solutions: Biometrics Division Partners/Resellers	\$80.00 per hour plus materials

\* All Labor has 1 hour minimum. Additional expenses, see below.

## \*Additional Expense Rates

<u>Activity</u>	<u>Labor Rate</u>
Travel Time	\$80.00 per hour
Mileage	\$.65 per mile
Air Fare	Actual expense
Per Diem (Overnight Stay Only) Actual expense	

Included in Per Diem are Meals, Rental Vehicle, Parking, Toll, and Lodging

## Additional Services

<u>Service</u>	<u>Labor Rate</u>
Pre-Maintenance Site Inspection	\$850.00 Flat fee plus expenses*
Training Full Day	\$850.00 Flat fee plus expenses*
Training Half Day	\$425 Flat Fee plus expenses
Replacement Parts	Refer to current price list

## System Modifications

<u>Modification</u>	<u>Labor Rate</u>
IP Address and other minor configuration changes	Applicable Rates above
Customization Changes requiring Engineering Assistance	Quote, see PCR Process <sup>1</sup>

<sup>1</sup> FS Supervisors will provide Level of Effort (man-hours, travel costs, etc.)

## Shipping Charges

**The policy for shipping Non-Contract Repair Parts to the Customer from the Bloomington, MN Factory or the Ontario, CA Parts Depot is as follows:**

1. Pricing for Repairable Replacement Parts is established with the understanding that the "Failed" Repairable Part will be returned to the Factory as "Trade In". Notify Customer of this prior to shipment.
2. Customer will be billed for all Repairable Parts Returns that are not returned to the factory within 14 working days.
3. Customers may choose to send Repairable Parts to Factory on a "Repair and Return" basis and will be billed at the established Repair Services Rate, plus any necessary repair parts.

All Customer orders beyond the original systems purchase order should take into consideration these rates when pricing. "Non-Contract Labor" refers to all labor provided to Customers/Companies without a Warranty or Maintenance Agreement in place. It also refers to any services not covered by a specific Maintenance Agreement.

**Prices are Subject to Change without Notice**

RESOLUTION

NO:

2012-03-101

LIVINGSTON COUNTY

DATE:

March 19, 2012

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**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**

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

## Memorandum

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

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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: 2012-03-102

LIVINGSTON COUNTY

DATE: March 19, 2012

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**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**

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

## Memorandum

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

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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](mailto: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

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## 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](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.

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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: 2012-03-103**

**LIVINGSTON COUNTY**

**DATE: March 19, 2012**

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**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.

# # #

**MOVED:**

**SECONDED:**

**CARRIED:**



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

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

## Memorandum

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

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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: 2012-03-104

LIVINGSTON COUNTY

DATE: March 19, 2012

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**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**

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

# Memorandum

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

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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.

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### 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

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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](mailto: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](mailto: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

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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: 2012-03-105

LIVINGSTON COUNTY

DATE: March 19, 2012

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**RESOLUTION RECOGNIZING THE LIVINGSTON COUNTY SENIOR NUTRITION PROGRAM AND ITS VOLUNTEER FORCE**

WHEREAS, the Livingston County Senior Nutrition Program assists Livingston County citizens 60 plus years of age to prevent malnutrition, receive fellowship and socialization, and to maintain an independent living status as long as possible; and

WHEREAS, the Livingston County Senior Nutrition Program is recognized as a true non-profit organization, funded solely by community, participant and corporate donations, local, state and federal grants where possible; and

WHEREAS, the Livingston County Senior Nutrition Program has continued to focus on the greatest nutritional needs of the Livingston County senior community through programs and initiatives for the past 21 years; and

WHEREAS, the Livingston County Senior Nutrition Program Board of Directors, Staff, and Volunteers recognize transparency and fiscal responsibility to its donors, and will do the utmost to maximize and leverage donors' gifts; and

WHEREAS, the Livingston County Senior Nutrition Program recognizes the unique and essential service provided to senior citizens (and their families) by their Volunteers in Livingston County; and

WHEREAS, the Livingston County Senior Nutrition Program Volunteers are committed to the community of Livingston County and donate over 12,000 volunteer hours a year to assist senior citizens 60 and over with nutritional needs, now and in the future;

THEREFORE IT BE RESOLVED that the Livingston County Board of Commissioners recognizes the Livingston County Senior Nutrition Program, its Volunteers and the importance of the organization's impact on the greater Livingston County senior community.

# # #

MOVED:

SECONDED:

CARRIED: