

FINANCE COMMITTEE AGENDA

January 24, 2018

7:30 AM

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

Pages

1. **CALL MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF MINUTES** 3
Meeting minutes dated: January 10, 2018
4. **TABLED ITEMS FROM PREVIOUS MEETINGS**
5. **APPROVAL OF AGENDA**
6. **CALL TO THE PUBLIC**
7. **REPORTS**
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RESOLUTION TO AMEND RESOLUTION 2016-07-117 AUTHORIZING PARTICIPATION IN
EXTENDING THE PUBLIC SAFETY FIBER OPTIC NETWORK TO PUTNAM TOWNSHIP FIRE
DEPARTMENT AND A SUPPLEMENTAL APPROPRIATION
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TO PROVIDE ATTORNEY SERVICES FOR THE ADULT DRUG TREATMENT COURT
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RESOLUTION AUTHORIZING RECLASSIFICATION OF A COURT SECURITY OFFICER
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RESOLUTION APPROVING APPOINTMENTS OF TYLER MARTINEZ, JENELLE NEUBECKER,
AND ROBERTA SACHARSKI AS BACK UP MAGISTRATES FOR THE 53RD DISTRICT COURT

RESOLUTION AUTHORIZING A THREE YEAR MAINTENANCE AGREEMENT WITH SERVICE EXPRESS, INC. FOR HARDWARE SERVICE AND SUPPORT - INFORMATION TECHNOLOGY

9. CLAIMS

Miscellaneous Claims Dated: January 10, 2018

10. PREAUTHORIZED

Computer Print-out Dated: 1-11-18 through 1-24-18

11. CALL TO THE PUBLIC

12. ADJOURNMENT

FINANCE COMMITTEE

MEETING MINUTES

January 10, 2018

7:30 AM

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

Present:

W. Green , D. Domas, D. Helzerman, D. Parker, R. Bezotte, C. Griffith, D. Dolan , G. Childs

Absent:

K. Lawrence

1. CALL MEETING TO ORDER

The meeting was called to order by Comm. Carol Griffith at 7:30 a.m.

2. ROLL CALL

Indicated the presence of a quorum.

3. APPROVAL OF MINUTES

Motion to approve the minutes as presented.

Moved By D. Helzerman

Seconded By W. Green

Carried

4. TABLED ITEMS FROM PREVIOUS MEETINGS

None

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By D. Dolan

Seconded By R. Bezotte

Carried

6. CALL TO THE PUBLIC

None

7. REPORTS

None

8. RESOLUTIONS FOR CONSIDERATION

None

9. CLAIMS

Recommend motion to the Board to approve the Miscellaneous Claims Dated: January 10, 2018

Moved By W. Green

Seconded By R. Bezotte

Carried

10. PREAUTHORIZED

Recommend motion to the Board to approve the Computer Printout dated: 12-28-17 thru 1-10-18

Moved By G. Childs

Seconded By W. Green

Carried

11. CALL TO THE PUBLIC

None

12. ADJOURNMENT

Motion to adjourn the meeting at 7:46 a.m.

Moved By D. Helzerman

Seconded By W. Green

Carried

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO AMEND RESOLUTION 2016-07-117 AUTHORIZING PARTICIPATION IN EXTENDING THE PUBLIC SAFETY FIBER OPTIC NETWORK TO PUTNAM TOWNSHIP FIRE DEPARTMENT AND A SUPPLEMENTAL APPROPRIATION - EMERGENCY MANAGEMENT / PUBLIC SAFETY / FINANCE / FULL BOARD

WHEREAS, Resolution 2016-07-117 was adopted on July 25, 2016 to authorizing Livingston County to participate in extending the public safety fiber optic network to Putnam Township Fire Department utilizing a combination of Homeland Security Grant Program (HSGP) funds from the FY-15 funding allotment up to \$45,000.00 and county general funds of \$45,000.00; and

WHEREAS, Resolution 2016-07-117 should reflect the specific available amount of Homeland Security Grant Program funding for this project to be \$40,408.16 from the FY-15 allotment awarded to Livingston County, to be utilized by May 31, 2018; and

WHEREAS, The public safety fiber optic network project to Putnam Township Fire Department has experienced several unforeseen delays due to routing of the fiber optic line, and the project will likely exceed the funding deadline for FY-15 HSGP funds; and

WHEREAS, There are equal funds available under the FY-17 HSGP allotted to Livingston County with an expenditure deadline of May 31, 2020; and

WHEREAS, The Michigan State Police, Emergency Management and Homeland Security Division (MSP EMHSD) has approved the use of FY-17 HSGP funding in the amount of \$40,408.16 to be utilized for the public safety fiber optic network to Putnam Township Fire Department project pending the completion of an approved route for the fiber and a FEMA Environmental, Historical, Preservation Act (EHP). The approved MSP EMHSD Alignment and Allowability Form (AAF) is R1-2017-80-0005.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves this Resolution to amend Resolution 2016-07-117 to accurately reflect the HSGP funding amount for the public safety fiber optic network project to Putnam Township Fire Department to be \$40,408.16 and to utilize the Livingston County FY-17 HSGP funding allotment in the place of Livingston County FY-15 HSGP funding allotment as approved by MSP EMHSD for the public safety fiber optic network project to Putnam Township Fire Department.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes a budget amendment to increase the 2018 General Fund budget by \$ 45,000 from fund balance to cover this project as follows:

ORG	PENDING AMENDED BUDGET	PROPOSED BUDGET AMENDMENT	PROPOSED AMENDED BUDGET
101	\$47,331,383	\$45,000	\$47,376,383
101 426000	\$208,073	\$45,000	\$253,073

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED: Commissioner

SECONDED: Commissioner

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF EMERGENCY MANAGEMENT

1911 Tooley Rd, Howell, MI 48855
Phone 517-540-7926 Fax 517-546-6788
Web Site: co.livingston.mi.us

To: Livingston County Board of Commissioners

From: Therese Cremonte, Livingston County Emergency Manager

Date: 01/17/2018

Re: Amendment of Resolution 2016- 07-117; Authorizing Livingston County to participate in extending the public safety fiber optic network to Putnam Township Fire Department utilizing Homeland Security Grant funding from FY-17 in place of funding from FY-15

Memorandum

The resolution approving Livingston County to participate in the extension of the public safety fiber optic network to Putnam Township Fire Department was approved in late July of 2016. Homeland Security Grant Program (HSGP) funds from FY-15 were approved for utilization toward this project for the amount of "up to" \$45,000 dollars. The specific amount that was available and approved by the Michigan State Police Emergency Management and Homeland Security Division (MSP EMHSD) is \$40,408.16 from the Homeland Security Grant Program (HSGP) funding.

All HSGP funding has a three year performance period. The HSGP FY-15 funding availability will end on May 31, 2018. All approved projects for FY-15 must be completed and billed by that time.

The public safety fiber optic network project to Putnam Township Fire Department has experienced several unforeseen delays due to routing of the fiber optic line, and the project will likely exceed the funding deadline for FY-15 HSGP funds. Utilizing FY-17 funding would prevent a potential loss of the allotted \$40,408.16 should the project exceed the funding deadline.

HSGP FY-17 funding has a deadline of May 31, 2020. It is anticipated that the public safety fiber optic network project to Putnam Township Fire Department will be completed within the 2018 calendar year.

A request was submitted to MSP EMHSD to push the public safety fiber optic network to Putnam Township Fire Department project to HSGP FY-17 funding. The project was approved by MSP EMHSD for Livingston County to utilize their HSGP FY-17 allotment for the original amount of \$40,408.16 to complete the project. (see attached AAF R1-2017-80-0005)

The remaining FY-15 HSGP funding will be utilized for local projects and equipment prior to May 31, 2018 as decided by the Livingston County Local Planning Team.

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

RESOLUTION

NO: 2016-07-117

LIVINGSTON COUNTY

DATE: July 25, 2016

RESOLUTION AUTHORIZING LIVINGSTON COUNTY TO PARTICIPATE IN EXTENDING THE PUBLIC SAFETY FIBER OPTIC NETWORK TO PUTNAM FIRE DEPARTMENT. EMERGENCY MANAGEMENT/HEALTH AND HUMAN SERVICES/FINANCE.

WHEREAS, Livingston County has determined a need for extending the public safety fiber network from the Village of Pinckney to Putnam Township Fire Department; and

WHEREAS, Livingston County Homeland Security Grant Funds of up to \$45,000.00 will be allocated to this project upon approval by the Local Planning Team (LPT), approval of the Region 1 Homeland Security Board (R1HSB), and the Michigan State Police Emergency Management Homeland Security Division (MSP-EMHSD); and

WHEREAS, it is requested that if the HSGP funds are approved and authorized by all of the above agencies for this project the Board of Commissioners matches that amount and authorize up to \$45,000 of general fund dollars for the completion of the fiber optic network to Putnam Fire Department at a total cost of up to \$90,000 for the completion of this project; and,

WHEREAS, the general fund match requested of \$45,000 was not included in the 2016 general fund budget and if approved will require a budget amendment to bring the funds in from fund balance; and

WHEREAS, The Emergency Management department shall coordinate the appropriate purchasing and vendor selection through LESA and/or the Livingston County IT department for the implementation and construction of the fiber optic network to the Putnam Fire Department; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes up \$45,000 of general fund dollars from fund balance for the extension of the public safety fiber network to the Putnam Township Fire Department contingent upon approval of the LPT, R1HSB, and MSP-EMHSD.

BE IT FURTHER RESOLVED the Chairman of the Board of Commissioners be authorized to sign all forms, assurances, supporting documents and contracts/agreements related to the grant application and subsequent award or future amendments, upon review by Civil Counsel.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes a budget amendment to increase the 2016 General Fund budget by \$45,000 from fund balance to cover this project as follows:

Fund	Amended Budget	Proposed	Proposed Amended Budget
101	\$45,424,083	\$45,000	\$45,469,083
<i>Within GF org code (Emergency Management)</i>			
<i>10142600</i>	<i>\$162,535</i>	<i>\$45,000</i>	<i>\$207,535</i>

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MOVED: Commissioner Dolan

SECONDED: Commissioner Griffith

CARRIED: 6-0-3

Roll call vote: Yes: Dolan, Lawrence, VanHouten, Parker, Williams, Griffith; No: None; Absent: Green, Domas, Childs.

Alignment and Allowability Form				Revised October 2017	
Submit to: EMD_HSGP@michigan.gov			MSP/EMHSD Tracking Number: R1-2017-80-0005		
Alignment and Allowability Form					
1.A Subrecipient Name:		Livingston County			
1.B Region:	1-One	1.C Regional Fiduciary:	No	1.D Date Sent:	December 27, 2017
1.F Subrecipient Point of Contact:		Therese Cremonte		1.I Project Lead (If applicable):	Jeffrey Boyd
1.G Subrecipient Email Address:		thcremonte@livgov.com		1.J Project Lead Email Address:	jboyd@livgov.com
1.H Subrecipient Phone Number:		517-540-7926		1.K Project Lead Phone Number:	517-540-7865
Part II - ALIGNMENT REVIEW					
2.A Grant Year:		2017		2.B Grant Program: HSGP-State Homeland Security Program	
2.C Investment Title:		FY17-SHSP - #5 CBRNE Response Capabilities			
2.D Investment Project Number:		7		2.E Investment Project Title: Interoperable Communications and Information Sharing	
		2.F Local Sub-Project Identifier, if needed (SUBRECIPIENT USE ONLY): Livingston Co. Putnam Fire Fiber Project			
2.G Investment and Investment Project Alignment:					
<p>SHSP 5 - CBRNE response capabilities, interoperable communications and informational sharing in preparation for and during a terrorism related event would be enhanced through the authorization of this project. Putnam Twp. Fire Department, located in southwest Livingston County would finally be connected to the Livingston County responder's fiber network. Building the fiber network to establish enhanced interoperable communications for responders was begun in 2009. The connectivity would fortify interoperable communications for the purposes of information sharing and/or response for local, county, and state responders and government offices. It would make communications systems more resilient in preparation for and during a terrorism related emergency or disaster event and allow an information sharing environment with a multitude of other response agencies, fusion centers, and communications operations centers.</p>					
2.H Homeland Security Strategy (SHSS or RHSS) Goal:			#6 Strengthen Emergency Interoperable Communications and Information Sharing		
2.I Homeland Security Strategy (SHSS or RHSS) Objective:			Operational Communications		
2.J Core Capability 1:		Response - Operational Communications			
2.K Core Capability 2:		Response - Operational Coordination			
FOR MSP/EMHSD USE ONLY:					
Investment Alignment Review:		<input checked="" type="checkbox"/> Justification Accepted		<input type="checkbox"/> Justification Denied	
				Reviewer/Date: D. Ashbridge 12/27/17	
EQ *** Please See Part III - Section 3.A - 3.I for the Allowability Review ***					

Alignment and Allowability Form Revised October 2017					
Submit to: EMD_HSGP@michigan.gov			MSP/EMHSD Tracking Number: R1-2017-80-0005		
<p>This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL Item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.</p>					
Part III - ALLOWABILITY REVIEW					
3.A Solution Area:		Equipment		3.B AEL Number: 06CP-04-WADN	
3.C Detailed Description of Costs:					
<p>Project oversight will be done by Barton Malow and will include design, surveying, manage contractors, assess and review quality of fiber installation. Cost of oversight = \$22,350.00. The length of fiber to be installed is approximately one mile. The fiber will be picked up at Pinckney Elementary School, located at 935 West M-36, Pinckney, MI 48169 and end at Putnam Twp. Fire Department located at 3250 West M-36, Pinckney, MI 48196. The cost of fiber, poles, switches, connective make ready, and installation into Putnam Twp. Fire Department = \$18,058.16. TOTAL COST OF FIBER PROJECT TO PUTNAM TWP. FIRE DEPARTMENT = \$40,408.16</p>					
3.D Quantity:		1		3.E Unit Cost: \$40,408.16	
				3.F Total Cost: \$40,408	

Alignment and Allowability Form Revised October 2017	
Submit to: EMD_HSGP@michigan.gov	
MSP/EMHSD Tracking Number: R1-2017-80-0005	
3.G Detailed Narrative of Intended Use/Outcome:	
<p>Installation of fiber to connect the Putnam Twp. Fire Department to the county fiber optic network enhances interoperable communications with other responders and government entities in preparation for, during, and recovery from a terrorism related event. This essential communications capability will enhance the ability to allow first responders to receive and send critical information related to a variety of incidents, including, but not limited to; CBRNE, foreign and domestic terrorism, mass casualty, and other catastrophic terrorism events. These operational communications are essential for a well-coordinated emergency response on the local, state, and federal level. The project expands existing fiber approximately one mile from the western edge of Pinckney Village to the Putnam Twp. Fire Department following the M-36 roadway. The Putnam Twp. Fire Department responder activities include actual response, training and planning exercises for all hazards. They are located in the southwestern part of Livingston County. Putnam Twp. Fire currently houses the essential equipment to include the county's Mobile Command Unit, which would be mobilized in a terrorism related event. The fiber installation would enhance information sharing with government entities and other response agencies via the submission of reports, photos, and scanned documents in the event of actual or suspected terrorist activity. Further, it would be utilized in the event of a terrorism or CBRNE investigation or incident. The fiber network is essential for a coordinated response through information sharing with the Livingston County Emergency Operations Center during a domestic or foreign terrorist mass casualty event.</p>	
3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible to ensure that the maximum personnel cap amount is not exceeded.	No
3.I EHP: Will there be <u>ANY</u> construction, renovation, and/or installation involved with this project regardless of funding source?	Yes
<p>Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, and installation projects must comply with EHP. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project.</p> <p><u>Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.</u></p>	
<p>Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.</p>	

Alignment and Allowability Form		Revised October 2017	
Submit to: EMD_HSGP@michigan.gov		MSP/EMHSD Tracking Number: R1-2017-80-0005	
Part IV - TRAINING SECTION			
4.A Course Name:			
4.B Is Training a FEMA-approved Course?		4.C Level of Training:	
4.E Sponsoring Jurisdiction:		4.D Date of Course:	
4.F Training Discipline:			
4.G Company Name:		4.H Training Provider:	
4.I Point of Contact:		4.J Email:	
4.K Address:		4.L Phone:	
PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD			
This form shall be provided with reimbursement requests to establish linkage between cost documents provided and grant allowability guidance.			
FOR MSP/EMHSD USE ONLY:			
Date AAF Received by MSP/EMHSD:		Additional Information Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Additional Information Requested:		Date Additional Information Received:	
Grant Allowability Review:		See page 5	
<input type="checkbox"/> Justification Accepted <input type="checkbox"/> Justification Denied			
MSP/EMHSD REVIEWER:		Date:	
Justification accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD.			

☒ Conditional Justification Accepted (See below)

**** Please contact Sam Jonker-Burke at Jonker-BurkeS@michigan.gov about the equipment listed above in the "3.C- Detailed Description of Cost" section. This equipment may require an Environmental Planning and Historic Preservation (EHP) Program review.**

Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. If the activities within a requested project require an EHP, please submit the required documentation to EMD_HSGP@michigan.gov.

 1/5/18



FEMA 06CP-04-WADN



Navigation

Description:

Wide area digital network, voice/data capable.

Search

Grant Notes:

Languages

This section includes equipment and systems that provide connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. When utilizing FEMA program funds in the category of Interoperable Communications Equipment to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive interoperable communications plan before procurement decisions are made. Grant funds may be used to cover only those services provided during the grant project period. Grantees are reminded that supplanting of previously planned or budgeted activities is strictly prohibited. Grantees should coordinate with their assigned FEMA preparedness officer to determine the appropriate allowable cost category for these purchases.

FEMA Related Grant Programs:

- Amtrak - (IPR - Amtrak)
- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Operation Stonegarden (OPSG)
- Port Security Grant Program (PSGP)

- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Areas Security Initiative Program (UASI)
- Homeland Security Grant Program (HSGP)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the [Standardized Equipment List site \(https://iab.gov/SELint.aspx\)](https://iab.gov/SELint.aspx). You may also access [06CP-04-WADN directly here \(https://iab.gov/SELDetail.aspx?DocumentId=06CP-04-WADN\)](https://iab.gov/SELDetail.aspx?DocumentId=06CP-04-WADN). *Note: some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.*

System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders site \(http://www.firstresponder.gov/SAVER/Pages/Savers.aspx?s=Saver\)](http://www.firstresponder.gov/SAVER/Pages/Savers.aspx?s=Saver). To search for an equipment item, use the same Authorized Equipment List item number. *Note: some equipment items may not have market survey reports.*



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FEMA 21GN-00-INST

(/)

Navigation

Search

Languages

Description:

Installation costs for authorized equipment purchased through FEMA grants.

FEMA Related Grant Programs:

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Area Security Initiative Program (UASI)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the [Standardized Equipment List site \(https://iab.gov/SELint.aspx\)](https://iab.gov/SELint.aspx). You may also access [21GN-00-INST directly here \(https://iab.gov/SELDetail.aspx?DocumentId=21GN-00-INST\)](https://iab.gov/SELDetail.aspx?DocumentId=21GN-00-INST). *Note: some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.*

System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders site](#)



FEMA 21GN-00-CNST

(/)

Navigation

Search

Languages

Description:

Use of consultants in the design of customized versions of allowable equipment, or to supervise construction/installation of allowable equipment.

FEMA Related Grant Programs:

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Area Security Initiative Program (UASI)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the [Standardized Equipment List site \(https://iab.gov/SELint.aspx\)](https://iab.gov/SELint.aspx). You may also access [21GN-00-CNST directly here \(https://iab.gov/SELDetail.aspx?DocumentId=21GN-00-CNST\)](https://iab.gov/SELDetail.aspx?DocumentId=21GN-00-CNST). *Note: some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.*

System Assessment and Validation for Emergency Responders

For market survey reports, visit the [System Assessment and Validation for Emergency Responders site \(http://www.firstresponder.gov/SAVER/Pages/Savers.aspx?s=Saver\)](http://www.firstresponder.gov/SAVER/Pages/Savers.aspx?s=Saver). To search for an equipment item,

EMD_HSGP

From: Therese Cremonte <TCremonte2@livgov.com>
Sent: Wednesday, December 27, 2017 2:35 PM
To: EMD_HSGP
Cc: Martin, Richard (MSP)
Subject: AAF - Livingston Co - Putnam Fiber Project
Attachments: AAF.xlsx; 21GN-00-INST.PNG; 06CP-04-WADN.PNG; 21GN-00-CNST.PNG

Good Afternoon,
We are requesting the following AAF be reviewed for approval out of the HSGP FY-17 funding.

This project has a current approved AAF in the HSGP FY-15 funding – but the project may go beyond the May 2018 closing date due to routing difficulties. We are requesting to push this project to HSGP FY-17.

If that can be done, and this AAF is approved, please close the Putnam Fiber Project AAF for HSGP FY-15. If the project cannot be approved or changed to the FY-17 – please let me know as soon as possible.

I am available for a phone call if that is easier. Cell: 517-599-6916 / direct office: 517-540-7926

Thank you,
T

Therese Cremonte
Emergency Manager
Livingston County
1911 Tooley Rd.
Howell, MI 48855
517-546-6220 (office)
517-546-6788 (fax)



RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH MARK GATESMAN, TO PROVIDE ATTORNEY SERVICES FOR THE ADULT DRUG TREATMENT COURT – CIRCUIT COURT / FINANCE / FULL BOARD

WHEREAS, Livingston County has a need for attorney services in the Adult Drug Treatment Court program; and

WHEREAS, the previous contract expired on January 1st, 2018; and

WHEREAS, Livingston County budgeted for \$12,000 per year for these services; and

WHEREAS, a bidding process was held and Mark Gatesman, submitted a bid to provide attorney services to the Adult Drug Treatment Court for the period of January 1, 2018, through December 31, 2018, with the option of renewal for up to two additional 1-year periods; and

WHEREAS, the amount of the contract will be at a flat rate of \$1,500 per month, not to exceed \$18,000 per year; and

WHEREAS, funding for attorney services for the Adult Drug Treatment Court program is available within the Court Budget. A transfer will be made to the Central Services Budget to support the increase in cost for these services.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners authorizes the contractual agreement with Mark Gatesman to provide attorney services for the Adult Drug Treatment Court for the period of January 1, 2018, through December 31, 2018, at the flat rate of \$1,500 per month, not to exceed \$18,000 per year, with the ability to renew the contract at the Court's discretion for up to two additional years.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is hereby authorized to sign all forms, assurances, contracts/agreements, and future amendments for contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:

SECONDED:

CARRIED:



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY CIRCUIT COURT

204 S. Highlander Way, Suite 3, Howell, MI, 48843
Phone 517-540-7817 Fax 517-546-3731

Memorandum

To: Livingston County Board of Commissioners
From: John Evans, Circuit/Probate Administrator
Date: 1/10/2017
**Re: Contractual Agreement with Mark Gatesman to Provide Attorney
Services for the Adult Drug Treatment Court**

Attached for your review and consideration is a resolution to approve the contractual agreement with Mark Gatesman to provide attorney services for the Adult Drug Treatment Court.

The Adult Drug Treatment Court defense attorney provides representation of indigent misdemeanor and felony defendants in all Adult Drug Court cases in the 53rd District Court and the 44th Circuit Court. The attorney is also required to attend all sessions of Adult Drug Court including team meetings, status hearings, and program sanction hearings. The attorney must submit reports or information related to these services as requested by the Court. Periodic participation in planning meetings, trainings, and other meetings are also required.

The Attorney Services Contract for Adult Drug Treatment Court expired on January 1st, 2018 and was not renewed. A bidding process occurred and Mark Gatesman was selected for the contract award. The contract period will be January 1st, 2018 through December 31st, 2018, with the option to renew the contract at the Court's discretion for up to two additional years. The contract will be a flat rate of \$1,500, not to exceed \$18,000 per year.

The Central Services budget originally planned for an annual cost of \$12,000 per year. In order to support the actual annual budget for this service, funds will be transferred to the Central Services budget. However, there are sufficient funds within the Court budget to support these services.

Please feel free to contact me if you have any questions.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING RECLASSIFICATION OF A COURT SECURITY OFFICER POSITION – CIRCUIT COURT / FINANCE / BOARD

WHEREAS, one Court Security Officer position within the Court is funded as full-time in the 2018 budget; and

WHEREAS, the Court was unable to hire the position as full-time; and

WHEREAS, the Court was able to find qualified individuals who were interested in working part-time; and

WHEREAS, in order to fulfill the essential functions of this position, the wages and benefits of the full-time position will be utilized to fund two part-time positions.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the reclassification of one Court Security Officer Position as follows:

- Reduce one Court Security Officer position within the Court from 40 hours per week to two part-time positions working 20 hours per week.
- Utilize the wages and benefits from the full-time position to support two part-time positions.
- The Court reserves the right to hire a full-time Court Security Officer in the event that the two part-time Court Security Officer positions are unable to be filled.

Position #	Description	S...	# Emps	▲ CY FTE	Org
16800116	CRT SECRTY OFF 2 PT	A	0	.500	10116800

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MOVED: Commissioner

SECONDED: Commissioner

CARRIED:

Livingston County, Michigan

POSITION REQUEST/CHANGE FORM



CONTACT INFORMATION

Requester: John Evans

Title of Requester: Circuit/Probate Administrator

Dept. Phone Number/Extension: 7817

Date Requested: January 10th, 2018

POSITION REQUESTED INFORMATION

Position Title: Court Security Officer

Supervisor: James Quigley

Is the purpose of this request to fill a position as a result of a vacancy? Yes ☒ No ☐

Name of person last holding this position: N/A

Is the purpose of this request to change the scheduled hours of an existing position? Yes ☐ No ☒ From: To:

Is the purpose of this request to reclassify a current position? Yes ☒ No ☐

If so, name of current incumbent: N/A

Position Type: Regular ☒ Term/Grant ☐ Temp. ☐ Unpaid ☐ Special ☐

Position Status: Full Time (30+) ☒ Part-Time (21-29) ☐ Part-Time (20 or Less) ☐

Number of expected work hours per week: 20 (2 part-time)

Justification for change of hours/addition of position (REQUIRED): The Court was unable to fill this position as full-time, but found two qualified individuals who would consider accepting the position as part-time. Therefore, the Court would like to split this full-time position into two part-time position.

FUNDING INFORMATION

Base Annual Salary: 17.3593/hour This position is funded in whole or in part by a grant: Yes ☐ No ☒ % Funded: 0

Position will be funded by: General Fund ☒ Enterprise Fund ☐ Special Revenue Fund ☐ Internal Service Fund ☐

Funding Source(s) (Check all that apply) Percent
☐ Increased Fees
☐ Contract/Charges for Services

Funding Source(s) Percent
☒ General Fund Resources 100
☐ Reduction of Expenditures

Which expenses were reduced and by how much?

The pay and benefits of full-time position will be used to fund the two part-time positions.

REQUIRED APPROVALS

Supervisor (if applicable)

Date

Department Head

Date 1/10/18

HR OFFICE ONLY

Job Class: 4006 Job Title: Court Security Officer Position Grade: NU4

Employee Group: NU HR Reviewed: Date: 1/16/18

BUDGET OFFICE ONLY

Position Control # 16800116 Org. 10116800 Object Code: ☐ 704000 ☐ 706000 ☒ 706001 ☐ 705000

Funds Available: Yes ☐ No ☐

Comments: Full time position to be ~~split~~ temp hired as Part-time to resolution fill. Can keep as full time if both PT positions become vacant. (all approved by Cynthia Catana)

Budget Reviewed

Date 1/16/18

Resolution #: Pending approval

Board Authorized on Date:

Please note:

Part time positions cannot exceed 40 hours a week between the 2 positions



LIVINGSTON COUNTY, MICHIGAN
LIVINGSTON COUNTY CIRCUIT COURT

204 S. Highlander Way, Suite 3, Howell, MI, 48843
Phone 517-540-7817 Fax 517-546-3731

Memorandum

To: Livingston County Board of Commissioners
From: John Evans, Circuit/Probate Administrator
Date: 1/10/2017
Re: Reclassification of a Court Security Officer Position

Attached for your review and consideration is a resolution to approve the reclassification of a Court Security Officer position.

Originally, the Court requested 5 full-time Court Security Officers and one full-time Lead Court Security Officer. The Court Security division is responsible for judicial security, courtroom security, building security, and ancillary support security functions. As employees of the Courts, the Court Security Officers perform security and bailiff duties for all judges and attorney referees, as directed. It is essential to the security of all County Court buildings that all of these positions are filled.

After reviewing applications and holding multiple interviews, the Court was unable to hire a final full-time Court Security Officer. However, the Court received interest from two qualified individuals in accepting the positions should the positions be classified as part-time.

This resolution authorizes the reclassification of the remaining vacant full-time Court Security Officer position into two part-time positions. The wages and benefits that would have been paid toward this full-time position would instead be used to fund the two part-time positions.

Should both part-time positions be unable to be filled, the Court would like to reserve the right to hire this position as full-time.

Please feel free to contact me if you have any questions.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION APPROVING APPOINTMENTS OF TYLER MARTINEZ, JENELLE NEUBECKER, AND ROBERTA SACHARSKI AS BACK UP MAGISTRATES FOR THE 53RD DISTRICT COURT/ FINANCE / BOARD

- WHEREAS,** Tyler Martinez is a current full-time (40 hours per week) Referee at Friend of the Court;
- WHEREAS,** Jenelle Neubecker is a current full-time (40 hours per week) Research Attorney/Law Clerk for the Circuit Court;
- WHEREAS,** Roberta Sacharski is a current full-time (40 hours per week) Probate Attorney/Register/Hearing Officer for the Probate Court;
- WHEREAS,** these positions are existing positions and the job descriptions require “on call” duties; and
- WHEREAS,** the positions listed above meet all of the requirements under MCL 600.8507 to become magistrates: they have been approved by the Chief Judge; they are registered electors in the County of Livingston; they are licensed to practice law in the State of Michigan; and, each will have a performance bond in the amount of \$50,000; and
- WHEREAS,** Tyler Martinez, Jenelle Neubecker, and Roberta Sacharski will serve as back up magistrates when necessary and for after hours on call duties; and
- WHEREAS,** funding for these positions are provided for in the current budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the appointments of Tyler Martinez, Jenelle Neubecker, and Roberta Sacharski as 53rd District Court magistrates.

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MOVED: Commissioner
SECONDED: Commissioner
CARRIED:



204 S. Highlander Way, Howell MI 48843
Phone 517-540-7637 Fax 517-548-9445

Memorandum

To: Livingston County Board of Commissioners
From: Francine Zysk
Date: 1/17/2017
Re: Appointments of Tyler Martinez, Jenelle Neubecker, and Roberta Sacharski as back up Magistrates for the 53rd District Court

Attached for your review and consideration is a resolution to approve the appointments of Tyler Martinez, Jenelle Neubecker, and Roberta Sacharski as back up Magistrates for the 53rd District Court.

Each of these individuals is a registered elector in the 53rd District Court, will file a performance bond in the amount of \$50,000 with the Livingston County Treasurer and Chief Judge, and is licensed to practice law in Michigan. They will serve at the pleasure of the Chief Judge, will take the constitutional oath of office, and will complete a training course in traffic law adjudication and sanctions given by SCAO.

The Referee at Friend of the Court job description, Research Attorney/Law Clerk job description, and Probate Attorney/Register/Hearing Officer job description require "on call duties". If this resolution is approved, these positions will serve as back up Magistrates when necessary and for after hours on call duties.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING A THREE YEAR MAINTENANCE AGREEMENT WITH SERVICE EXPRESS, INC. FOR HARDWARE SERVICE AND SUPPORT - INFORMATION TECHNOLOGY / GENERAL GOVERNMENT / FINANCE / BOARD

WHEREAS, the Livingston County Information Technology Department has the responsibility of providing the highest level of technology possible; and

WHEREAS, the Livingston County Information Technology Department has server and networking hardware warranties expiring from the original manufacturer; and

WHEREAS, Service Express, Inc. provides maintenance agreements for hardware support and maintenance that ranges from 30% to 60% lower than the original equipment manufacturer's provided service; and

WHEREAS, Gartner recommends entering into hardware maintenance agreements as a low-cost and low-risk alternative to a manufacturer provided support that is not cost effective post-warranty and post end of service life; and

WHEREAS, Service Express, Inc. is offering to hold pricing for three years for maintenance and support at a cost not to exceed \$34,812. This is available in the 2018 Information Technology budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a purchase order to be issued to Service Express, Inc. in the amount of \$34,812 for a three year maintenance agreement for service and support of the County's hardware.

THEREFORE BE IT RESOLVED that the Chair of the Livingston County Board of Commissioners is hereby authorized to sign the above-referenced agreement upon review and approval by Civil Counsel.

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MOVED: Commissioner

SECONDED: Commissioner

CARRIED:



304 E Grand River Ave. Ste 101
Phone 517-540-8803 Fax 517-548-3230
Web Site: <http://livgov.com>

Memorandum

To: Livingston County Board of Commissioners
From: Richard Malewicz
Date: 1/16/2018
**Re: A Three- Year Maintenance Agreement with Service Express,
Inc. for County Hardware Service and Support**

The proposed maintenance agreement for hardware would reduce support and maintenance costs of hardware like servers and networking equipment and can range anywhere from 30% to 60% lower than the original equipment manufacturer's provided service. Expanding the lifespan of the County's hardware that is no longer supported will result in significant cost savings.

Gartner has recommended a hardware maintenance agreement as a low-cost and low-risk alternative to manufacturer provided support that doesn't prove to be cost effective post – warranty and post end of service life. The Information Technology Department has worked with Service Express, Inc. (SEI) since 2015 and have not encountered any issues that would dissuade them from working with SEI in the future.

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

Rich Malewicz



Service Agreement 13444

Service Express Inc
3854 Broadmoor Ave. SE
Grand Rapids MI 49512
Phone: 800-940-5585
Billing/Contract Fax: (616) 971-0754

Agreement Information

Name : County of Livingston, MI
Agreement : 13444
Sales Person : Nicole Whitman
Duration: 36 Months
Commencement: 3/1/2018
Expiration: 2/28/2021

Contact Information

Name : Richard Malewicz
Address : 304 E Grand River Avenue Suite 101
Howell MI 48843
Phone : 517-546-3669
Email: rmalewicz@livgov.com

Billing Information

Invoice : Annual
Terms : Net 45

Billing Contact Information

Name : Accounts Payable
Address : 304 E Grand River Avenue, Suite 203
Howell MI 48843
Phone : 517-546-3669
Email: fbruni@livgov.com



Service Agreement 13444

Service Express Inc
3854 Broadmoor Ave. SE
Grand Rapids MI 49512
Phone: 800-940-5585
Billing/Contract Fax: (616) 971-0754

Location: CISCO Backline Support			Contact: Richard Malewicz			City: Howell MI 48843					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	WS-C4500X-32SFP+	CISCO CATALYST 4500X 32-PORT 10GBE SWITCH		JAE1925008E		1	1/1/2017	7	12A-12A	4 HOUR	\$154.00
2	WS-C4500X-32SFP+	CISCO CATALYST 4500X 32-PORT 10GBE SWITCH		JAE1925008F		1	1/1/2017	7	12A-12A	4 HOUR	\$154.00
3	WS-C2960X-48FPD-L	CISCO CATALYST 2960X 48-PORT GBE SWITCH		FCW1931A1NX		1	1/1/2017	7	12A-12A	4 HOUR	\$33.00
4	WS-C2960X-48FPD-L	CISCO CATALYST 2960X 48-PORT GBE SWITCH		FOC1928Z10K		1	1/1/2017	7	12A-12A	4 HOUR	\$33.00

CISCO Backline Support Total: \$374.00

Location: Main			Contact: Richard Malewicz			City: Howell MI 48843					
Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
1	PROLIANT DL380PG8	HP PROLIANT DL380PG8 2.0GHZ/20MB/8C (E5-2650)	ESX08	2M224301BA		1	1/13/2016	7	12A-12A	4 HOUR	\$51.00
2	PROLIANT DL380PG8	HP PROLIANT DL380PG8 2.0GHZ/20MB/8C (E5-2650)	ESX09	2M224301A0		1	1/13/2016	7	12A-12A	4 HOUR	\$51.00
3	PROLIANT DL380G5	HP PROLIANT DL380G5 3.16GHZ/12MB/QC (X5460)	ESX02	2UX8450AB0		1	10/1/2015	7	12A-12A	4 HOUR	\$28.00
4	PROLIANT DL380G5	HP PROLIANT DL380G5 3.16GHZ/12MB/QC (X5460)	ESX04	2UX8450ABE		1	10/1/2015	7	12A-12A	4 HOUR	\$28.00
5	PROLIANT DL380G5	HP PROLIANT DL380G5 3.16GHZ/12MB/QC (X5460)	ESX06	2UX91402GU		1	10/1/2015	7	12A-12A	4 HOUR	\$28.00
6	PROLIANT DL380G5	HP PROLIANT DL380G5 3.16GHZ/12MB/QC (X5460)	Livco-RightFax	2UX8450A9Y		1	10/1/2015	7	12A-12A	4 HOUR	\$28.00
7	PROLIANT DL380G5	HP PROLIANT DL380G5 3.16GHZ/12MB/QC (X5460)	ESX05	2UX8450AA7		1	10/1/2015	7	12A-12A	4 HOUR	\$28.00
8	PROLIANT DL380G5	HP PROLIANT DL380G5 3.16GHZ/12MB/QC (X5460)	ESX07	2UX91402GT		1	10/1/2015	7	12A-12A	4 HOUR	\$28.00
9	PROLIANT DL380G5	HP PROLIANT DL380G5 3.16GHZ/12MB/QC (X5460)	ESX010	2UX8450A9G		1	10/1/2015	7	12A-12A	4 HOUR	\$28.00
10	PROLIANT BL460CG6	HP PROLIANT BL460CG6 2.66GHZ/8MB/QC (X5550)	LIVCOVDIESX03	MXQ0360B1J		1	10/1/2015	7	12A-12A	4 HOUR	\$15.00
11	PROLIANT BL460CG6	HP PROLIANT BL460CG6 2.66GHZ/8MB/QC (X5550)	LIVCOVDIESX01	MXQ03104TL		1	10/1/2015	7	12A-12A	4 HOUR	\$15.00
12	PROLIANT BLC7000	HP PROLIANT BLC7000 BLADE ENCLOSURE		USE0412L19		1	10/1/2015	7	12A-12A	4 HOUR	\$33.00
13	PROLIANT BL460CG6	HP PROLIANT BL460CG6 2.66GHZ/8MB/QC (X5550)		MXQ03104TL		1	10/1/2015	7	12A-12A	4 HOUR	\$15.00
14	PROLIANT BL460CG6	HP PROLIANT BL460CG6 2.66GHZ/8MB/QC (X5550)		MXQ0360BIJ		1	10/1/2015	7	12A-12A	4 HOUR	\$15.00
15	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.0GHZ/20MB/8C (E5-2650)		MXQ313053N		1	10/1/2015	7	12A-12A	4 HOUR	\$24.00
16	PROLIANT BL460CG8	HP PROLIANT BL460CG8 2.0GHZ/20MB/8C (E5-2650)		MXQ21700KV		1	10/1/2015	7	12A-12A	4 HOUR	\$24.00
17	UCS C210M2	CISCO UCS C210M2 2X2.66GHZ/12MB/QC (E5640)		QC11436A9I2		1	1/1/2017	7	12A-12A	4 HOUR	\$25.00



Service Agreement 13444

Service Express Inc
3854 Broadmoor Ave. SE
Grand Rapids MI 49512
Phone: 800-940-5585
Billing/Contract Fax: (616) 971-0754

Line	Model Number	Description	Additional Description	Serial Number	Warranty	QTY	Start Date	Days	Hours	Response	Price
18	UCS C210M2	CISCO UCS C210M2 2X2.66GHZ/12MB/QC (E5640)		QCI1436A9I0		1	1/1/2017	7	12A-12A	4 HOUR	\$25.00
19	UCS C210M2	CISCO UCS C210M2 2X2.66GHZ/12MB/QC (E5640)		QCI1436A9H0		1	1/1/2017	7	12A-12A	4 HOUR	\$25.00
20	UCS C240M3	CISCO UCS C240M3 CTO CHASSIS		FCH1943V1QT		1	1/1/2017	7	12A-12A	4 HOUR	\$25.00
21	AIR-CT2504-15-K9	CISCO AIRONET 2504 WIRELESS CONTROLLER W/15 AP LICENSES		PSZ173000YC		1	3/1/2018	7	12A-12A	4 HOUR	\$27.00
22	AIR-CT2504-15-K9	CISCO AIRONET 2504 WIRELESS CONTROLLER W/15 AP LICENSES		PSZ17300100		1	3/1/2018	7	12A-12A	4 HOUR	\$27.00

Main Total: \$593.00



Service Agreement 13444

Service Express Inc
3854 Broadmoor Ave. SE
Grand Rapids MI 49512
Phone: 800-940-5585
Billing/Contract Fax: (616) 971-0754

Notes:

Monthly Charge: \$967.00

03/01/2018 - 02/28/2019	\$11,604.00
03/01/2019 - 02/29/2020	\$11,604.00
03/01/2020 - 02/28/2021	\$11,604.00

Authorized Representative _____ Date _____

Authorized Representative _____ Date _____

Printed Authorized Representative: County of Livingston, MI

Printed Authorized Representative: Service Express, Inc

* Customer acknowledges they have read and understand the terms and conditions stated on the last page of the contract.
** All prices include continuous repair efforts and preventative maintenance on all equipment.

For Service Call: 1-800-940-5585



Terms and Conditions

1. TERMS

This Agreement shall be effective from the commencement date stated on the face of this Agreement and shall continue for an initial term of thirty-six (36) months unless otherwise stated on face hereof. This Agreement may be terminated, in part or in its entirety, by either party upon thirty (30) days prior written notice, without penalty.

2. EQUIPMENT ADDITIONS OR DELETIONS

Equipment may be added or deleted from this Agreement upon mutual agreement of the parties. Charges for equipment added to this Agreement will be at the then current monthly rate. Charges for Equipment added to or deleted from this Agreement will be prorated on a thirty (30) day month.

3. SERVICE RESPONSIBILITIES OF SERVICE EXPRESS, INC.

In consideration of payment of the charges set forth in this Agreement, SEI shall provide maintenance services as described below:

- (1) SEI shall perform Preventive Maintenance Health Checks based upon specific needs of the Equipment.
- (2) SEI shall perform remedial maintenance following Customer notification of Equipment malfunction. SEI shall provide on-site response within the time frames specified on the face of this Agreement and shall provide a continuous repair effort.
- (3) SEI shall provide labor and parts deemed necessary to maintain the Equipment or to return the Equipment to operating condition. Exchanged parts removed from the Equipment become property of SEI. Notwithstanding the foregoing, in the case of magnetic media, Customer may retain ownership of failed devices at Customer's discretion.
- (4) SEI shall install Field Engineering Change Orders deemed necessary. Field Engineering Change Orders shall be installed at a mutually agreed upon time.

4. SERVICE RESPONSIBILITIES OF CUSTOMER

- (1) Customer shall contact SEI immediately when Equipment malfunctions and take reasonable precautions to limit further damage to the Equipment.
- (2) Customer shall provide full and free access to Equipment. Waivers of liability or other restrictions shall not be imposed as a requirement for access to the site.
- (3) Customer shall ensure that a Customer's representative is present during service by personnel.
- (4) Customer shall make every effort to provide a reasonable environment for the Equipment covered by this Agreement. Customer shall make all efforts to abide by manufacturer's specifications regarding environmental considerations for the Equipment being covered by this Agreement.

5. SERVICE LIMITATIONS

- (1) Requests for service received outside of the hours of coverage stipulated in this Agreement shall be responded to on a best efforts basis.

- (2) This Agreement does not cover damage due to improper treatment or use of Equipment; unauthorized attempts by other than SEI personnel to repair, maintain or modify the Equipment; or, damage created by external sources to this Equipment. Repairs made under these circumstances shall be made at the then prevailing per call rates for labor and parts.
- (3) SEI reserves the right to withdraw individual items of Equipment from the agreement if, in SEI opinion, these items can no longer be supported. In these circumstances, SEI shall allow the Customer reasonable time to replace subject Equipment or to have Equipment refurbished.
- (4) Maintenance service does not include operation supplies or accessories (as defined by the manufacturer), cosmetic damage to Equipment, or work external to the Equipment itself.
- (5) SEI has the right to refuse, terminate, or suspend service, when in SEI's opinion, conditions at the Customer's site jeopardize the health or safety of SEI personnel.
- (6) Access to all firmware and software updates fall under the relationship between the Original Equipment Manufacturer (OEM) or Authorized Partner and the rightful owner (Customer) of the equipment in question. While SEI cannot provide firmware or software updates, SEI is able to act as Customer's agent and assist with gaining access, obtaining, and applying all necessary updates.

6. CHARGES

- (1) CHARGES FOR MAINTENANCE SHALL BE INVOICED THIRTY (30) DAYS IN ADVANCE. PAYMENT OF THE APPLICABLE CHARGES IS DUE ON THE FIRST DAY OF THE MONTH IN WHICH SERVICE IS TO BE RENDERED.
- (2) SEI ALSO RESERVES THE RIGHT TO REFUSE SERVICE TO CUSTOMERS WITH INVOICES PAST DUE.
- (3) Charges for services not covered under this Agreement shall be invoiced at SEI per call rates, terms and conditions in effect when the service is performed.
- (4) SEI may adjust the applicable charges for Equipment covered under this Agreement upon the anniversary date of this Agreement.

7. LIMITATIONS OF LIABILITY AND WARRANTY

- (1) EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SEI DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (2) CUSTOMER'S RIGHT TO RECOVER PROPERTY DAMAGES CAUSED BY SEI'S FAULT OR NEGLIGENCE SHALL BE LIMITED TO THE LIMITS OF SEI'S INSURANCE POLICIES IN EFFECT AT THE TIME OF LOSS, SEI WILL NOT BE LIABLE FOR DAMAGES RESULTING FROM LOSS OF DATA, PROFITS, USE OF PRODUCTS, OR FOR INCIDENTAL CONSEQUENTIAL DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This limitation of SEI's liability will apply regardless of the form of action, whether in contract or tort including negligence. Any action against SEI must be brought within six (6) months after the cause of action occurs.

- (3) SEI shall not be liable for any delay in performance due to causes beyond the reasonable control of SEI.

8. INSURANCE

- (1) Service Provider shall carry occurrence based General Liability Insurance coverage and Prods/Com Ops coverage in amounts no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Provider shall also carry \$1,000,000 in Technology & Information Professional Liability insurance. In addition, umbrella liability of no less than \$5,000,000 is carried in excess of General Liability and Technology & Information Professional Liability insurance.
- (2) Service Provider shall carry Workers' Compensation/ Employer's Liability as required by the applicable state law; \$1,000,000 per employee, accident, and disease.
- (3) Service Provider shall carry Auto Liability insurance coverage for any hired and non-owned autos in an amount no less than \$1,000,000 with a combined single limit each accident for bodily injury and property damage.

9. GENERAL

- (1) If either party neglects or fails to perform any of its obligations under this Agreement, or any other Agreement between the parties, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to terminate this Agreement.
- (2) The terms and conditions of this Agreement shall prevail over the terms and conditions of any order submitted by Customer for maintenance services under this Agreement.
- (3) This Agreement supersedes all prior service agreements and understandings between the parties with respect to Equipment covered hereunder. This Agreement may not be changed or terminated orally.
- (4) It is expressly understood that if either party, on any occasion, fails to perform any provision of this Agreement, and the other party does not enforce that provision, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- (5) During the term of this Agreement and for a period of one (1) year thereafter, neither party shall solicit the employment of any employee of the other party with whom such party has had contact in connection with the relationship arising under this Agreement. The foregoing prohibition shall not be applicable to an employee responding to the general advertisement of an open position by the other party.
- (6) Neither party shall assign this Agreement unless consented to in writing by both parties.
- (7) This Agreement will be governed by the laws of the State of Michigan.