

GENERAL GOVERNMENT AND HEALTH AND HUMAN SERVICES COMMITTEE

AGENDA

November 2, 2020

4:30 PM

Virtual Meeting Held in Accordance with Public Act 228 of 2020

Zoom Virtual Meeting Room

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

Pages

1. CALL TO ORDER

2. APPROVAL OF MINUTES

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Minutes of Meeting Dated: October 5, 2020

3. APPROVAL OF AGENDA

4. REPORTS

4.1. COVID-19 Health Department Staffing

Dianne McCormick, Health Officer/Health Department Director

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

6.1. Airport

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Resolution to Concur with the Livingston Aeronautical Facilities Board to Enter Into a Ground Lease Agreement with BWG Aviation, LLC for Airport Property at 3800 West Grand River Avenue

6.2. Airport

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Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into a Ground Lease Agreement with Howell Aero Services, Inc for Airport Property at 3380 West Grand River Avenue

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7. CALL TO THE PUBLIC

8. ADJOURNMENT

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

MEETING MINUTES

October 5, 2020, 4:30 p.m.

Zoom Virtual Meeting Room

Meeting ID: 399-700-0062 / Password: LCBOC

<https://zoom.us/j/3997000062?pwd=SUdLYVFFcmozWnFxbm0vcHRjWkVIZz09>

Members Present: Wes Nakagiri, William Green, Kate Lawrence, Jay Gross

1. CALL TO ORDER

The meeting was called to order by Commissioner Nakagiri at 4:30 p.m.

The presence of quorum was indicated after roll call by the Recording Secretary.

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: September 8, 2020

Motion to approve the minutes as presented.

Moved by: J. Gross

Seconded by: W. Green

Yes (4): W. Nakagiri, W. Green, K. Lawrence, and J. Gross

Motion Carried (4 to 0)

3. APPROVAL OF AGENDA

Motion to approve the agenda as amended to include the Resolution Rescinding Mandatory Use of Face Coverings as Agenda Item 6.6.

Moved by: W. Green

Seconded by: J. Gross

Yes (4): W. Nakagiri, W. Green, K. Lawrence, and J. Gross

Motion Carried (4 to 0)

4. REPORTS

None.

5. CALL TO THE PUBLIC

6. RESOLUTIONS FOR CONSIDERATION

6.1 LETS

Resolution Authorizing the Construction of a Fuel Farm Canopy and Partial Driveway Replacement at the Transportation Complex

Greg Kellogg, LETS/Car Pool Department Director, presented the resolution.

Recommend Motion to the Finance Committee.

Moved by: K. Lawrence

Seconded by: W. Green

Yes (4): W. Nakagiri, W. Green , K. Lawrence , and J. Gross

Motion Carried (4 to 0)

6.2 Car Pool

Resolution Authorizing Replacement Vehicle Leases for Health Department COVID-19 Response Activities

Greg Kellogg, LETS/Car Pool Department Director, presented the resolution.

Recommend Motion to the Finance Committee.

Moved by: K. Lawrence

Seconded by: W. Green

Yes (4): W. Nakagiri, W. Green , K. Lawrence , and J. Gross

Motion Carried (4 to 0)

6.3 Emergency Medical Services

Resolution Approving the Agreement between Livingston County EMS and Merchants & Medical Credit Cooperation Inc.

David Feldpausch, EMS Department Director, presented the resolution.

Recommend Motion to the Finance Committee.

Moved by: W. Green

Seconded by: K. Lawrence

Yes (4): W. Nakagiri, W. Green , K. Lawrence , and J. Gross

Motion Carried (4 to 0)

6.4 Emergency Medical Services

Resolution Authorizing the Acceptance of the Remounting and Refurbishing Bid for the Emergency Medical Care Vehicle

David Feldpausch, EMS Department Director, presented the resolution.

Recommend Motion to the Finance Committee.

6.5 Emergency Medical Services

Resolution Authorizing the Acceptance of the Bid for Emergency Medical Care Vehicle

David Feldpausch, EMS Department Director, presented the resolution.

Recommend Motion to the Finance Committee.

Moved by: J. Gross

Seconded by: W. Green

Yes (4): W. Nakagiri, W. Green , K. Lawrence , and J. Gross

Motion Carried (4 to 0)

6.6 Board of Commissioners

Resolution Rescinding Mandatory Use of Face Coverings

Commissioner Wes Nakagiri presented the resolution.

Recommend Motion to the Board of Commissioners.

Moved by: W. Green

Seconded by: J. Gross

Yes (4): W. Nakagiri, W. Green , K. Lawrence , and J. Gross

Motion Carried (4 to 0)

7. ANNUAL REPORTS

7.1 Equalization

Sue Bostwick, Department Director, presented the report as attached in the agenda packet and answered questions.

7.2 Register of Deeds

Brandon Denby, Registrar, presented the report as attached in the agenda packet and answered questions.

8. CALL TO THE PUBLIC

None.

9. ADJOURNMENT

Motion to adjourn the meeting at 6:10 p.m.

Moved by: K. Lawrence
Seconded by: W. Green

Yes (4): W. Nakagiri, W. Green , K. Lawrence , and J. Gross

Motion Carried (4 to 0)



Natalie Hunt, Recording Secretary

UNAPPROVED

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Concur with the Livingston Aeronautical Facilities Board to Enter Into a Ground Lease Agreement with BWG Aviation, LLC for Airport Property at 3800 West Grand River Avenue – Airport

WHEREAS, BWG Aviation owns the hangar located at 3800 W Grand River at the Livingston County Airport; and

WHEREAS, BWG Aviation, LLC has requested a lease agreement with the County as their lease agreement expires on October 31, 2020; and

WHEREAS, the proposed lease will be for a twenty (20) year term at the current rate for the existing lease; and

WHEREAS, the lease agreement in all other aspects is the standard airport lease; and

WHEREAS, the lease rate will be adjusted on an annual basis in accordance with the Consumer Price Index.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a ground lease agreement with BWG Aviation LLC for airport property located at 3800 W. Grand River Avenue.

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:
SECONDED:
CARRIED:

**AIRPORT LEASE AND
CONCESSION AGREEMENT**

THIS LEASE AND CONCESSION AGREEMENT (hereinafter referred to as "Agreement"), entered this 16th day of October, 2020, by and between the **COUNTY OF LIVINGSTON** (hereinafter referred to as "Landlord"), and **BWG AVIATION, LLC**, (hereinafter referred to as "Tenant"), whose offices are located at 40350 Grand River Avenue, Novi, MI 48375.

WITNESSETH:

WHEREAS, the parties desire to enter into an Agreement for land owned by the County of Livingston at the Livingston County Airport.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **DEMISED PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the "demised premises" at Livingston County Airport which is described on Exhibit "A", attached hereto and incorporated herein by reference, together with the rights to occupy all buildings and improvements, constructed or situated thereon at any time during the term hereof, and all appurtenances thereto. A depiction of the building and demised premises is attached hereto as Exhibit "B".

Tenant is granted the exclusive use of said demised premises, subject to the terms and conditions hereof, for the purpose of maintaining and operating on said premises a hangar for the purpose of sheltering aircraft and a fixed base operation (FBO). Tenant may sublease or grant rights hereunder to its tenants or sublessees subject to the terms and conditions set forth herein, including but not limited to Articles 18 and 19.

2. **TERM.** Tenant shall have and hold the demised premises for the term of twenty (20) years, beginning on the first (1st) day of November, 2020 ("the Effective Date"), and ending on the thirty-first (31st) day of October, 2040, inclusive, unless said term is terminated as provided herein. Tenant shall pay the rental charge as set forth in Article 3.

Subject to valid, uniform, and consistently applied charges, fees, rules, ordinances, and regulations governing said airport and the demised premises issued by the federal and state aeronautical agencies and by the Landlord which now exist or may subsequently be amended or adopted by said agencies or Landlord, it being expressly understood that this privilege covers the entire period of the lease term created hereunder and any extension thereof as set forth herein, Tenant and its agents, invitees, visitors, customers, and sublessees shall have the right of ready access to and from, and the privilege of using for the term of this Agreement, or any extension thereof, in common with others and the public, the public areas at Livingston County Airport, including runway access roads and runway.

3. **RENTAL.** Beginning on November 1, 2020, Tenant shall pay to Landlord as rental for the demised premises and the rights, privileges and concessions granted to it herein, subject to the duties and obligations outlined in this Agreement, the annual sum of Nine Thousand One Hundred Eight and 72/100 Dollars (\$9,108.72), payable in monthly rental payments as set forth below. Rental payments for the initial year shall be as follows:

November 1, 2020 – December 31, 2020 = \$759.06/month

The first monthly rental payment shall be made on the first (1st) day of November, 2020, and subsequent monthly rental payments shall be made on the first (1st) day of each and every month thereafter, in advance, during the term hereof, provided that the amounts due as monthly rental payments for rent subsequent to the initial year of the lease term shall be determined as hereinafter provided. All rent due under this Agreement shall be paid at the office of the Livingston County Aeronautical Facilities Board, Livingston County Airport, Howell, Michigan. It is understood and agreed that the rent for the first year of the lease term is based upon a total rental area of 21,600 square feet at a rate of \$ 0.4217 per square foot per annum.

Commencing on the first (1st) day of January, 2021, and every January 1 thereafter during the term of this Agreement or any extension, the annual rate of rent shall be increased by the lesser of 3% or the annual Consumer Price Index, defined as to the amount obtained by dividing the initial rental price of \$ 0.4217 per square foot per annum by the Detroit-Ann Arbor, All Items Consumer Price Index figure which is the most recently published one immediately preceding the commencement date of this Agreement, and multiplying the quotient thereof by the Consumer Price Index, Detroit-Ann Arbor, All Items, which is the most recent one published immediately before the effective date of the rent adjustment which is being computed. It is expressly understood that the rent will be increased by 3%, or otherwise adjusted in accordance with changes in the said Consumer Price Index, whichever is lesser, once every year during the term of this Agreement, and any extension(s).

For purposes of this Agreement, the Consumer Price Index means the Index for "All Items" for Urban Wage Earners and Clerical Workers Commodity Groups for the Detroit area, as determined by the United States Department of Labor, Bureau of Statistics.

Should the United States Government revise its Price Index at any time, the parties hereto will follow such suggestions as the government may issue for making an arithmetical changeover from one index to another. Should the Price Index be wholly discontinued, then its successor or the most nearly comparable successor index thereto shall be substituted, with the appropriate adjustments taken into account.

4. PURPOSES FOR WHICH DEMISED PREMISES TO BE USED. Landlord also hereby grants to Tenant, for the term of the lease created by this Agreement, and any extension thereof, the right and concession to conduct an FBO operation on the demised premises, namely, the providing of hangar space, flight training service, and more specifically grants to Tenant, the following rights, privileges and concessions, subject to the duties and obligations outlined in this Agreement with respect to its occupancy and use of the demised premises.

- A. The operation of a flight school and aircraft rental (to students and non-student pilots);

- B. Aircraft sales brokering;
- C. Aircraft Management;
- D. Aerial photography;
- E. Banner Towing;
- F. Pilot service;
- G. Vending machines;
- H. Non-profit organization activities;
- I. Ground school;
- J. Maintenance of aircraft;
- K. Aircraft washing, waxing, cleaning;
- L. Aircraft storage and rental of storage;
- M. Avionics sales and servicing;
- N. Pilot supplies;
- O. Maintenance of aircraft owned or operated by third parties other than Tenant which may or may not be based at the facility; provided however, that Tenant may only maintain an inventory of 220 gallons of oil for said maintenance on the demised premises and further, that Tenant complies at all times with all OSHA requirements and obtains and maintains all required permits and licenses and conducts its activities in accordance with all Federal, State and local requirements.
- P. Charter Operations;
- Q. Office space shall be used for aviation purposes. Office space may be used for other related uses as approved by the Livingston County Aeronautical Facilities Board.

Tenant shall conduct no other operations except as set forth above. All additional uses of the premises shall be approved by the Landlord in writing. The approval of additional uses consistent with an FBO operation shall not be unreasonably withheld provided, however, that the Landlord reserves the right to add additional terms and

conditions for additional uses, as it deems proper, in the exercise of the Landlord's discretion.

5. CONDUCT OF OPERATIONS ON DEMISED PREMISES. In its exercise of the rights, privileges, concessions, duties, and obligations granted to it herein, and in its use of the demised premises, Tenant hereby obligates itself and shall require its sublessees, licensees, and assigns to be obligated to the following requirements and regulations:

- A. Shall not consent to any unlawful use of the demised premises, nor permit any such unlawful use thereof.
- B. All employees shall have, as required, proper and effective federal and state certificates or licenses covering their individual and particular functions.
- C. Comply with all local, federal, and state ordinances, and laws, including the rules and regulations of the federal and state aeronautical authorities and the local governing authorities and the standards of service adopted by the Landlord.
- D. Shall at all times comply with rules, regulations, and ordinances of Landlord as they now exist or may subsequently be amended or adopted.
- E. The operations of Tenant, its sublessees, employees, invitees, assigns, and those doing business with it, and the manner in which it supplies the goods, services and facilities on the demised premises and at Livingston County Airport which it is given the right and concession to do under the terms hereof, shall be conducted in an orderly and proper manner and at the particular times and in the particular manner specified by Landlord and according to the standards established by Landlord, and so as not to annoy, disturb, or be offensive to others at Livingston County Airport. Landlord shall have the right to complain to Tenant as to the demeanor, conduct, and appearance of Tenant's employees, sublessees, invitees, and those doing business with services and facilities at times and in the manner and according to the standards mandated by Landlord, whereupon Tenant will take all steps necessary to remove the cause of the complaint and bring its operations or its sublessee's operations and services into compliance with such standards.
- F. Comply with all rules and regulations of the State Fire Marshal in the conduct of operations on the demised premises.
- G. Tenant, during the term of this Agreement, or any extension thereof, agrees to pay:

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- 1) All personal property taxes and assessments and all license fees applicable to its activities, or other charges which are legally levied or assessed on the personal property situated on the demised premises;
 - 2) Any tax or assessment determined to be properly payable by Tenant under Act 189 of the Public Acts of 1953, as amended, for the lease or use of the demised premises except those assessments that have been levied prior to the execution of this Agreement; and
 - 3) All sales or use taxes and assessments, license fees or other charges of any nature, without exception, legally levied or assessed arising out of the activities conducted on or the occupancy of the demised premises; Provided, always, Tenant shall pursue, at its expense and with due diligence, any exception taken by it to any of the aforementioned taxes or assessments.
- H. Tenant shall pay for water, gas, sewer, charges and electric current, telephone service, and other utilities utilized or consumed on the demised premises.
- I. Tenant agrees at all times to keep the demised premises in a neat, clean, and orderly condition, free of weeds, rubbish, or any unsightly accumulations of any nature whatsoever.
- J. Tie-down of aircraft shall not hinder or obstruct in any manner whatsoever the safe landing, taxiing or take-off of aircraft from the public landing area of the Livingston County Airport, or interfere with the proper use of the field by others, or which may be objectionable to the Livingston County Aeronautical Facility Board, the Michigan Aeronautics Commission, or the Federal Aviation Administration. Tie-downs shall not be established in the greenbelt area set forth in the description above, as shown in the attached site plan. Tenant shall be permitted to park aircraft on the Ramp Area as depicted on the attached Exhibit "A".
- K. All authorized operations shall be conducted on leased premises, unless written consent to the contrary is obtained from the Landlord.
6. IMPROVEMENTS TO THE DEMISED PREMISES. Tenant may, at its own expense, and with the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, make alterations, additions, and improvements to the demised premises, including the replacement of any buildings. Tenant shall commence construction of a new building on the demised premises within 180 days of the Effective Date of this Lease, and shall complete construction within 12 months of the Effective Date of this Lease. Within 90 days of completion of any improvements, Tenant shall provide Landlord with a copy of any as-built drawings, including architectural renderings, specifications, plumbing and electrical plans. All said alterations, additions,

replacement buildings, or improvements shall be and remain the personal property of Tenant throughout the term of this Agreement, or any extension thereof.

7. FIRST RIGHT OF REFUSAL TO PURCHASE BUILDINGS. Tenant shall have the right during the term of this Agreement to sell, or dispose of any buildings and/or business owned by said Tenant on the property leased hereunder, subject to the right of the Landlord to purchase said buildings and or business upon terms equal to those received by Tenant in any bona fide offer to purchase by another bona fide purchaser which Tenant wishes to accept. In order to exercise the first right of purchase, Landlord must, within forty-five (45) days of receipt from Tenant of notice of any bona fide offer to purchase signed by Tenant, send written notice to Tenant, of its intent to match said offer. The Landlord must within ninety (90) days of sending its notice to Tenant or the time period specified in the offer, whichever is longer, complete its purchase. Notices hereunder should be addressed to the parties hereunder and sent by certified mail. Tenant shall be entitled without further notice to Landlord to convey said buildings, and/or business to a bona fide purchaser upon failure of Landlord to comply with the time limitations herein imposed.

In the event that the Landlord does not exercise its first right to purchase recited above, it is agreed and understood between the parties hereto that the Landlord shall approve or disapprove the bona fide purchaser prior to transfer, sale, or other assignment by Tenant to said bona fide purchaser, and that inquiry by the Landlord to the third party shall be by reasonably objective standards, i.e., financial stability, qualifications to operate and maintain an aviation business similar to Tenant's and any and all other objective standards necessary to insure to the Landlord that the continued stability of the airport in general and the demised premises specifically shall continue in such a regular course of business as if Tenant had continued to lease from the Landlord.

In the event the Landlord approves the sale and the bona fide purchaser, it is agreed and understood between the parties hereto, that twenty-four (24) months from and after the date of any transfer, sale or other assignment by Tenant, this Lease shall become void and fully terminated and any third parties taking by or through said Tenant, will be required to negotiate and obtain a new Lease from Landlord, said new Lease not to be unreasonable or arbitrary. The rental rate for said new lease shall be determined by applying the Detroit-Ann Arbor All Items Consumer Price Index figure which is the most recently published one immediately preceding the commencement date of the new lease, as determined in Article 3 to the base rate as of the date of this lease.

In the event Tenant desires to dispose of any building owned by it on the demised premises either during or at the expiration of this Lease, the Landlord shall have the first option of purchasing said buildings.

Upon the expiration of this Airport Lease, Tenant shall have the privilege of removing any and all of said buildings, alterations, additions, hangars, or improvements placed on the demised premises at any time prior to the expiration of the lease term covered by this Agreement, or any extension thereof, providing that on such removal, Tenant shall restore

the premises to a graded and level condition and of neat appearance. However, no building, hangar, or other improvements may be removed by Tenant until all rents due have been paid to date. If Tenant does not intend to remove the aforesaid alterations, additions, hangars, buildings, or improvements prior to the end of the term of this Agreement, it shall give written notice of this fact to Landlord at least sixty (60) days prior to such termination, in which case Landlord may, in its discretion exercise its option rights, or order Tenant to remove any or all such alterations, additions, hangars, buildings, or improvements. Failure on the part of Tenant to comply with such order to remove shall entitle Landlord to cause to have any or all said alterations, additions, hangars, buildings, or improvements removed, and the cost of such removal shall become the obligation and the responsibility of Tenant, or, at the discretion of Landlord the alterations, additions, hangars, buildings, or improvements may be allowed to remain in place and shall thereupon become the property of Landlord. Upon surrendering the demised premises for any reason whatsoever, Tenant shall surrender possession to Landlord free and clear of any encumbrances whatsoever, excepting those placed thereon by Landlord.

8. RAMP AND TAXI-WAY MAINTENANCE. During the term of this Agreement, Landlord shall be responsible for all ramp and taxi-way maintenance and all snow removal thereon, and shall at all reasonable times keep the ramp and taxi-way maintained, free and reasonably clear of snow, weeds, significant cracks or crevices, and debris, and otherwise in a safe condition including hard surface replacement as needed.

9. COMPLIANCE WITH ORDINANCES, RULES, REGULATIONS, STANDARDS, FEES AND CHARGES. Landlord shall have the right to adopt and enforce uniform and consistently applied ordinances, rules, regulations, standards, fees, and charges, and any amendment thereto with respect to the operation and use of Livingston County Airport, which may provide, by way of example and not by way of limitation, for the payment of such fees and charges for the exercise of rights, privileges, and concessions granted herein by Landlord, but excluding rentals and fees for ground occupancy which are fixed in the manner set forth in Article 3 for the safety of those using the airport, the times and manner in which Tenant and its sublessees, licensees, and assigns are required to conduct its operations and activities and provide its goods, services and facilities to the public on and from the demised premises and to exercise its concession and perform its duties and obligations under the terms of this Agreement, and Tenant agrees that it and its sublessees and assigns will observe and obey same. The statements set forth herein in explanation of Landlord's rights do not grant and shall not be construed to grant Tenant rights not otherwise specifically granted in this Agreement.

Tenant shall construct all hangars and all improvements thereto in accordance with all applicable county and township ordinances, Livingston County Airport's Rules and Regulations, regulations of the Michigan Fire Marshal, and any other applicable state, county and local laws, ordinances and regulations.

It is further understood and agreed that at any time during such occupancy or the construction of said hangars or improvements thereof, and also upon their completion, said premises, hangars and improvements located thereon shall be subject to the inspection

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and approval of the Michigan State Fire Marshal and the Landlord, and any other representatives of interested state, county, or local governments, as specified above.

Tenant agrees, during the occupancy of the demised premises and in the exercise of its concession on said premises, to comply with all laws and ordinances, state, federal, and local, including all building codes, pertaining to sanitation, health, police, and fire protection.

The Landlord shall extend water, sewer, telephone, gas and electric utilities to the perimeter of the leased premises. The cost of extension and connection of any of the above utilities from the perimeter to its buildings is the obligation of Tenant, as is the extension of electrical services from the airport electrical vault and any telephone or other communications utilities.

10. INSURANCE. Tenant and its sublessees, licensees, and assigns shall comply with the following insurance requirements:

- A. Workers' Compensation Insurance. Procure and maintain during the life of this Agreement Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Airport/Commercial General Liability Insurance. Procure and maintain during the life of this Agreement, Airport/Commercial General Liability Insurance on "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.
- C. Aircraft Liability. Procure and maintain during the life of this Agreement, Aircraft Liability Coverage, including bodily injury, property damage and passenger liability with limits of not less than \$1,000,000 per occurrence, with a limit of \$100,000 per seat, covering all owned, non-owned and hired aircraft exposures.
- D. Motor Vehicle Liability. Procure and maintain during the life of this Agreement, Motor Vehicle Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- E. Hangarkeeper's Liability. Procure and maintain during the life of this Agreement, Hangarkeepers Legal Liability coverage in a minimum amount equal to the maximum value of all aircraft in the care, custody or control of Tenant, its sublessees, licensees, or assigns.

- F. Pollution Liability. Procure and maintain during the life of this Agreement, "pollution coverages": Protecting the transportation and dispensing of aeronautical fuel to any vehicle, plane or container, with limits of liability of not less than \$1,000,000 per occurrence.
- G. Additional Insured. Airport/Commercial General Liability, Aircraft Liability, Motor Vehicle Liability, Hangarkeepers Liability, and Pollution Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds. The Landlord and all elected and appointed officials, all County employees and volunteers, all County boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- H. Cancellation Notice. All policies described above shall include an endorsement stating the following: It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to Landlord.
- I. Proof of Insurance Coverage. Tenant, its sublessees, licensees, or assigns shall provide the Landlord with certificates for all coverages listed above.
- J. Expiration of Policies. If any of the above insurance coverages expire during the term of this Agreement, Tenant and/or sublessees, licensees, or assigns shall deliver renewal certificates and/or policies to Landlord at least ten (10) days prior to the expiration date.

11. COMPLIANCE WITH FEDERAL AGREEMENTS. This Agreement shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport; provided, however, that any right, title, and interest of Tenant to the demised premises shall not be taken without just compensation therefor being made.

- A. Tenant shall furnish good, prompt, and efficient service adequate to meet all the demands for its services at the airport.
- B. Tenant, its sublessees, licensees, or assigns shall charge fair, reasonable and nondiscriminatory prices for each unit of sale, lease, or service, provided that Tenant and/or its sublessees, licensees, or assigns may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions to volume purchasers.

- C. This Agreement shall be non-exclusive and subordinated to the provisions of any existing or future agreement between Landlord and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- D. Landlord reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.
- E. Landlord reserves the right to take reasonable action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected additional hangars or other structures on the airport which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft.

12. INDEMNIFICATION. The Tenant, its agents, licensees, invitees, sublessees, and employees shall protect, indemnify and hold harmless the County, its elected and appointed officers, employees and agents from any and all claims, costs, judgments, losses, damages, recoveries, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, any adverse environmental conditions or liability occurring during its use or occupancy of the demised premises, court costs and attorney fees arising out of or resulting from the Tenant's, its agents, licensees, invitees, sublessees, and employees acts or omissions under this Agreement.

The Tenant's indemnification responsibilities under this section shall include the sum of claims, damages, costs, lawsuits and expenses which are in excess of the sum reimbursed to the County, its elected and appointed officers, employees and agents by the insurance coverage obtained and/or maintained pursuant to the requirements of this Agreement.

13. RIGHT-OF-WAY FOR INGRESS AND EGRESS, PARKING, FENCING. Tenant and/or its sublessees, licensees, assigns, agents, invitees and employees shall have free ingress and egress to the demised premises. Such access shall include use of a gate to be installed by Landlord as shown on Exhibit "A" for ramp access. The gate shall be closed at all times and Tenant shall be provided a key to access said gate.

14. CONDITIONS UPON USE OF THE PREMISES. Tenant and/or its sublessees or assigns shall have the right to erect a sign(s) upon the exterior of the hangar, as approved by the Landlord, which approval shall not be unreasonably withheld, delayed or conditioned. No other signs or advertising matter shall be painted, posted, or displayed upon any portion of the demised premises, including upon the hangars and structures placed thereon, without the written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall also have the right to common sign space at the entrance of the area shown on Exhibit "A", such signs as

approved by Landlord. The size of the sign space shall be proportionate to the amount of land leased by Tenant in that area. Tenant shall comply with the Howell Township Sign Ordinance prior to erection of signs.

Landlord reserves the right to further develop its land and to lease the same for any lawful purpose whatsoever, or to provide any services it deems necessary or desirable in its sole and absolute discretion for the public, regardless of the desires or views of Tenant and without interference or hindrance.

Tenant and/or its sublessees and assigns shall perform all maintenance services as required on the leased premises which include, but are not limited to, sewers, drains, lighting, and repairs to any buildings under its control, and for those items solely for Tenant's use.

15. NONDISCRIMINATION. Tenant and/or its sublessees, licensees, or assigns, as required by law, shall not discriminate against 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 employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Tenant and/or its sublessees, licensees, or assigns shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USC Sec. 12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement and in the event Tenant and/or its sublessees, licensees, or assigns is found not to be in compliance with this section, the County may terminate this Agreement, effective as of the date of delivery of written notification to Tenant and/or its sublessees, licensees, or assigns.

16. TERMINATION, CANCELLATION, FORFEITURE. Landlord and Tenant agree that this Agreement shall terminate at the expiration of the term herein specified. Further, that upon the breach by Tenant of any of the covenants, terms, and conditions herein, and/or its failure to carry out its obligation to provide to the public the goods, services, and facilities which are called for herein and at the times and in the manner

prescribed by Landlord, Landlord shall have the right to give written notice to Tenant to cure such breach within thirty (30) days. If such breach is not cured or corrected by Tenant, this Agreement, and all rights, privileges and concessions herein granted, may be deemed forfeited by Tenant and canceled by Landlord upon the receipt by Tenant of notice in writing from Landlord of such cancellation, termination, and forfeiture of all rights hereunder. It is expressly understood and agreed by Tenant and Landlord that the thirty (30) day cure provision stated above shall not be required for a repeated breach of the same term, condition, obligation or provision. If a repeated breach occurs the Landlord may terminate this Agreement effective immediately upon delivery of written notice to Tenant. This shall be in addition to and shall in no way affect any other rights reserved to Landlord or existing in Landlord by virtue of the laws of the State of Michigan or by the terms of this Agreement. Forbearance by the Landlord of a default occurring on the demised premises shall not be deemed a waiver of the default nor a waiver of any rights of enforcement specified in this Agreement.

Tenant may terminate this Agreement if Livingston County Airport ceases to be operated as a public airport and landing field, provided that the conditions of Article 5 shall remain in effect.

17. EMINENT DOMAIN. If all or any portion of the demised premises shall be taken by any governmental authority under power of eminent domain:

- A. All damages awarded as compensation for the taking or diminution in value to the hangars or improvements on the demised premises constructed by Tenant shall belong to and be the property of Tenant and any mortgagee thereof. Tenant and Landlord each assume responsibility for taking whatever action each deems necessary to protect their interests in any proceedings for the condemnation of any part of the leasehold estate herein.
- B. If only a part of the demised premises shall be so taken or condemned, Tenant shall, at its expense, proceed to make a complete architectural unit of the remainder of the hangars on the demised premises; and there shall be an abatement of the rental thereafter to be paid hereunder, corresponding with the proportion which the value of the portion of the demised premises so taken may bear to the value of the entire demised premises at the time of such taking.
- C. If more than fifty percent (50%) of the demised premises shall be so taken, Tenant may, at its option, terminate this Agreement and shall only be liable for the unpaid balance of the rent to the date of termination.

18. ASSIGNMENT OF INTEREST. It is agreed that Tenant shall not assign or transfer its rights, concession, or leasehold interests granted under the terms of this Agreement, including the hangars or improvements on the demised premises, without complying with Article 7 and without the written consent and approval of Landlord, which shall not be unreasonably withheld pursuant to the standard set forth in Article 7, provided,

however, that Tenant may with prior notice to Landlord transfer its interest in this Agreement to a corporation or limited liability company which is owned by the majority of its members. No transfer of majority ownership of any such corporation may occur without complying with the requirements of this paragraph and Article 7.

19. SUBLEASES. It is agreed that Tenant shall not sublease its concessions or leasehold interests granted under the terms of this Agreement, including the hangars or improvements on the demised premises without the written consent and approval of the Landlord, which consent and approval shall not be unreasonably withheld, delayed or conditioned. It is expressly understood and agreed that any subleases are restricted to sublessees who are leasing for aviation related purposes. In the event that it is determined by the Federal Aviation Administration (FAA) or any successor agency that a sublease of space violates any agreements Landlord has with said agency, Tenant shall terminate the sublease upon sixty (60) days written notice from Landlord.

20. SERVICE FEE. If, during the term of this Agreement, Tenant shall be late in making rental payments or other fees and charges as provided herein, Tenant shall pay, and Landlord shall receive, a service charge of one and one-half percent (1.5%) per month of such late payments, fees, and charges each and every month until said amount is paid. This shall be in addition to and in no way affect any other rights reserved to Landlord or existing in Landlord by virtue of the laws of the State of Michigan or by the terms of this Agreement.

21. SUCCESSORS, ASSIGNS AND LESSEES. The covenants, conditions, obligations, and agreements made and entered into by the parties hereto are hereby declared binding upon themselves and their successors, assigns and sublessees.

22. LIENS. Tenant shall protect and indemnify the Landlord against liens of every kind or character which may be levied for labor performed or materials furnished in connection with construction, maintenance, or improvements performed on the leased premises by Tenant.

23. NONDISCRIMINATION. Tenant, for itself, its personal representatives, successors in interest, and as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, religion, age, sex, height, weight, marital status, disability, political affiliation, or belief shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, religion, age, sex, height, weight, marital status, disability, political affiliation, or belief, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 22, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of the breach of any of the above non-discrimination covenants, the Landlord shall have the right to terminate this Agreement and to re-enter the premises and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

24. WAIVER OF CLAIMS. Tenant hereby waives any and all claims against the Landlord, its elected and appointed officials, commissions, employees and agents which may have arisen prior to the execution of this Agreement.

25. HOLDOVER. Any holdover beyond the termination date set forth in this Agreement shall be on a month-to-month basis. In the event of holdover, the rent and other terms of this Agreement shall be as set forth herein.

26. MODIFICATIONS. Modifications of this Agreement may be made only by the written mutual consent of the parties hereto.

27. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

28. DISREGARDING TITLES. The titles of the Articles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

29. COMPLETE AGREEMENT. This Agreement, the attached Exhibit A, Exhibit B, and any additional or supplementary documents incorporated herein by specific reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

30. SEVERABILITY. If any provision of this Agreement is held invalid, it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement this Agreement shall be considered to have terminated as of the date the provision was declared invalid.

31. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

DRAFT

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this instrument on the day and year first above written.

LANDLORD:
LIVINGSTON COUNTY BOARD
OF COMMISSIONERS

TENANT:
BWG AVIATION, LLC

By: _____
Carol S. Griffith, Chairperson

By:  10/16/20
Phillip Bozek, Member

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: TIMOTHY M. PERRONE — 2020

N:\Client\Livingston\Airport\Agreements\BWG Aviation Lease\Airport Lease - BWG Aviation LLC -2020.doc
LIV\AIRPORT 17-008

RESOLUTION

NO: 2020-010A

LIVINGSTON COUNTY
AERONAUTICAL FACILITIES BOARD

Date: September 15, 2020

RESOLUTION TO RECOMMEND THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS ENTER INTO A GROUND LEASE AGREEMENT WITH BWG AVIATION, LLC FOR AIRPORT PROPERTY AT 3800 WEST GRAND RIVER AVENUE

WHEREAS, BWG Aviation owns the hangar located at 3800 W Grand River at the Livingston County Airport; and

WHEREAS, BWG Aviation, LLC has requested a lease agreement with the County as their lease agreement expires on October 31, 2020; and

WHEREAS, the proposed lease will be for a twenty (20) year term at the current rate for the existing lease; and

WHEREAS, the lease agreement in all other aspects is the standard airport lease; and

WHEREAS, the lease rate will be adjusted on an annual basis in accordance with the Consumer Price Index.

THEREFORE BE IT RESOLVED the Livingston County Aeronautical Facilities Board

recommends the Livingston County Board of Commissioners to enter into a ground lease agreement with BWG Aviation LLC for airport property located at 3800 W. Grand River Avenue.

Moved: Janego

Supported: Clore

Carried: 6 – 0

Plusrite®

Plusrite 1035 - 100 Watt - ED17 - Pulse Start - Metal Halide

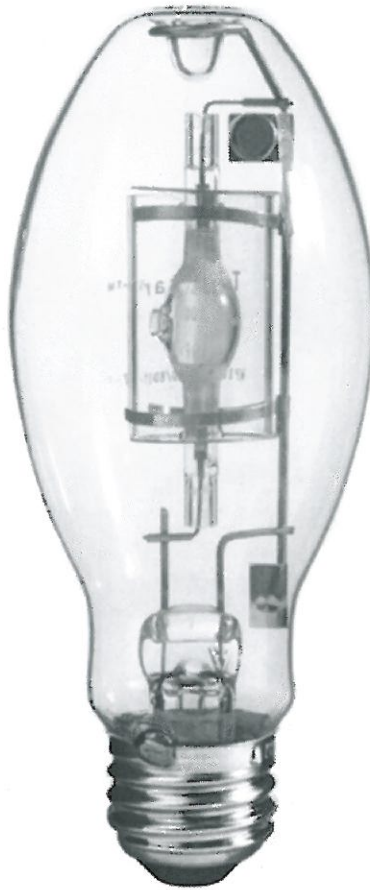
Protected Arc Tube - 4200K - ANSI M90/O - Medium Base - Universal Burn - MP100/ED17/U/4K



4.8 (9)

[Write a review](#)

[Ask a question](#)



Need 6
+ Extras



\$10.91 ea.

Alternate Brands



Eiko 49514 - 100 Watt - EDX17

Pulse Start - Metal Halide - Protected Arc Tube - 4000K - Medium Base - ANSI M90 - Universal Burn - MP100/U/MED/4K

\$11.91 / each

[More Info](#)

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into a Ground Lease Agreement with Howell Aero Services, Inc for Airport Property at 3380 West Grand River Avenue - Airport

WHEREAS, Howell Aero Services Inc. owns the hangar located at 3380 W Grand River at the Livingston County Airport; and

WHEREAS, Howell Aero Services Inc. has requested a lease agreement with the County as their lease agreement has expired on its terms; and

WHEREAS, the proposed lease will be for a five (5) year term at the current rate for the existing lease; and

WHEREAS, the lease agreement in all other aspects is the standard airport lease; and

WHEREAS, the lease rate will be adjusted on an annual basis in accordance with the Consumer Price Index.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the
Livingston County Aeronautical Facilities Board to enter into a ground lease agreement with
Howell Aero Services Inc. for airport property located at 3380 W. Grand River Avenue.

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:
SECONDED:
CARRIED:

RESOLUTION

NO: 2020-012A

LIVINGSTON COUNTY
AERONAUTICAL FACILITIES BOARD

Date: October 20, 2020

RESOLUTION TO RECOMMEND THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS ENTER INTO A GROUND LEASE AGREEMENT WITH HOWELL AERO SERVICES, INC FOR AIRPORT PROPERTY AT 3380 WEST GRAND RIVER AVENUE

WHEREAS, Howell Aero Services Inc. owns the hangar located at 3380 W Grand River at the Livingston County Airport; and

WHEREAS, Howell Aero Services Inc. has requested a lease agreement with the County as their lease agreement has expired on its terms; and

WHEREAS, the proposed lease will be for a five (5) year term at the current rate for the existing lease; and

WHEREAS, the lease agreement in all other aspects is the standard airport lease; and

WHEREAS, the lease rate will be adjusted on an annual basis in accordance with the Consumer Price Index.

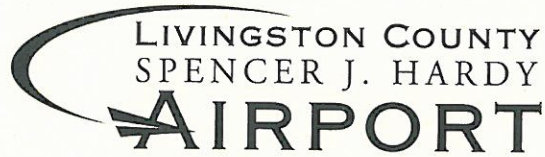
THEREFORE BE IT RESOLVED the Livingston County Aeronautical Facilities Board

recommends the Livingston County Board of Commissioners to enter into a ground lease agreement with Howell Aero Services Inc. for airport property located at 3380 W. Grand River Avenue.

Moved: Staley

Supported: LaRose


Carried: 6 - 0



3399 County Airport Drive
Howell, Michigan 48855
517-546-6675
Fax 517-546-6656
Mark D. Johnson - Airport Manager

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson 
Airport Manager

DATE: October 28, 2020

RE: Lease Agreement with Howell Aero Services, Inc.

Howell Aero Service, Inc. owns the hangar located at 3380 W. Grand River. Their existing lease agreement has expired on its terms. They have requested a new lease agreement with a five (5) year term.

The new lease agreement is for a five (5) year period beginning December 1, 2020. It is the standard airport land lease and includes an annual rental rate adjustment based on the Consumer Price Index.



RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving a Budget Amendment to the 2020 Approved Budget for Elections – County Clerk

WHEREAS, the proposed amendment ensures compliance with the Uniform Budgeting and Accounting Act, as amended; and

WHEREAS, PO# 20000301 was issued on February 21, 2020 in the amount of \$124,000 to PSI Printing Systems Inc. (“PSI”) to purchase ballots, precinct supply kits and other necessary election supplies during 2020 including the November 3, 2020 General Election; and

WHEREAS, it has become evident that the total supplies needed from PSI during 2020 will exceed the original estimate of \$124,000 and will need to be increased by approximately \$29,000; and

WHEREAS, the remaining invoices from PSI will vary from the original purchase order by more than 10 percent of the original estimate, requiring Board authorization to increase the amount per the County Procurement Policy.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize a supplemental appropriation from Fiscal Year 2020 General Fund Contingency to the 2020 General Fund Election’s Operating Supply line item as follows:

Org/Object	REVISED 2020 BUDGET	PROPOSED AMENDMENT	2020 AMENDED BUDGET
10126200 726000 Supplies	\$163,903	\$10,000	\$173,903

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorize the increase to Purchase Order # 20000301 with PSI Printing Systems Inc. in the amount of \$29,000 for a revised purchase order total amount of \$153,000.

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MOVED:
SECONDED:
CARRIED:



ELIZABETH HUNDLEY LIVINGSTON COUNTY CLERK

County Clerk
200 E. Grand River Ave.
Howell, MI 48843
Phone: (517) 546-0500
countyclerk@livgov.com

Circuit Court Clerk
204 S. Highlander Way, Suite 4
Howell, MI 48843
Phone: (517) 546-9816
wclerks@livgov.com

TO: Livingston County Board of Commissioners

FROM: Elizabeth Hundley, County Clerk

RE: Resolution Approving a Budget Amendment to the 2020 Approved Budget for Elections

DATE: October 27, 2020

Dear Commissioners:

The 2020 General Fund Elections budget was approved by the Board of Commissioners on November 25, 2019.

The budget I requested was based on best estimates using past Presidential Election year expenses as a guide. However, 2020 has turned out to be historical beyond anticipation. We are administering our first major elections since implementing the constitutional changes approved by voters during November, 2018. COVID-19 has garnered higher than anticipated voter turnout. Every registered voter has received one or more absentee ballot applications from the Michigan Bureau of Elections. These, along with other reasons, have contributed to the need for more ballots and election supplies than originally budgeted for.

We are requesting a \$10,000 increase to our line item Elections Supplies (10126200 726000). This increase will provide the additional funding necessary to pay for the ballots, precinct supply kits and other supplies needed for the November 3, 2020 General Election.

We are also requesting an increase to the purchase order with our ballot printer, PSI Printing Systems, Inc. Board approval is required because the remaining invoices will exceed the original purchase order by more than 10% of the original estimate of \$124,000.

As always, I am available to answer any questions or address any concerns you have. I can be reached at 517-546-0500.

Sincerely,

Elizabeth Hundley

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing a Recurrent Yearly Allocation to Assist Non-profit Organizations with the Cost of Veterans Day Banquets - Veterans Services

WHEREAS, Local organizations provide free meals to Veterans on Veterans Day; and

WHEREAS, Michigan Legislature Act 156 of 1851 article 46.11 states Veterans' Services may appropriate money for the purpose of a public celebration on Veterans' Day; and

WHEREAS, Veterans' Services has appropriate funding to assist in the funding of public celebrations; and

WHEREAS, Livingston County Veterans Services Committee authorized the requested amount to acknowledge and show appreciation to Livingston County Veterans.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves recurrent yearly allocation of up to \$3,000, not to exceed \$500 per organization, to assist non-profit organizations with the cost of Veterans Day banquets as the funding allows.

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MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY VETERANS' COMMITTEE

MEETING MINUTES

October 21, 2020

6:00 p.m.

Veterans' Services Virtual Meeting Room

Meeting ID: 512-519-6608

<https://us02web.zoom.us/j/5125196608>

Virtual Meeting Held in Accordance with Public Act 228 of 2020

Members Present Bruce Hundley – Genoa Township, MI
 Kevin Nagle – Howell, MI
 Joe Riker – Brighton Township, MI
 James Wallace – Putnam Township, MI
 Robert J. Bezotte – Marion Township, MI

Staff Present Mary Durst – Howell, MI
 April Townsend – Howell, MI

1. CALL TO ORDER

Chairman Joe Riker called meeting to order.

2. PLEDGE OF ALLEGIENCE

3. ROLL CALL

Roll call by Chairman indicates presence of a quorum.

4. CONSENT AGENDA

(Agenda, Minutes, Bills and other voted topics that are deemed house keeping)

4.1 September 16, 2020 Minutes

Motion to accept consent agenda as provided.

Moved By Robert J. Bezotte

Seconded By Bruce Hundley

Motion Carried (5 to 0)

5. CALL TO THE PUBLIC

None.

6. APPLICATIONS FOR RELIEF

6.1 20-75

Motion to deny.

Moved By Bruce Hundley

Seconded By Robert J. Bezotte

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

6.2 20-82

Motion to authorize the Director to spend up to \$3,500 to purchase a new vehicle.

Moved By James Wallace

Seconded By Robert J. Bezotte

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

7. BUSINESS

7.1 Veterans Day Turkeys

Director provided legal opinion on partnering with non-profits, discouraging the practice.

7.2 Resolution to move ahead with Cleary University Partnership and Office Lease

Moved By Robert J. Bezotte

Seconded By Kevin Nagle

Motion to approve.

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

- 7.3 Resolution authorizing recurrent yearly allocation of up to \$3,000, not to exceed \$500 per organization, to assist non-profit organizations with the cost of Veterans Day banquets as the funding allows.**

Motion to approve.

Moved By Joe Riker

Seconded By James Wallace

Yes (5): Bruce Hundley, Kevin Nagle, Joe Riker, James Wallace, and Robert J. Bezotte

Motion Carried (5 to 0)

8. DIRECTOR REPORTS

8.1 Monthly Office

Director provided monthly report and added that LCVS can now provide a private room and computer for veterans' telehealth appointments.

8.2 Monthly Financial

Director provided financial report.

9. COMMITTEE DISCUSSION

Pinckney Family Dentistry Veteran Dental Day will be held on November 6th. Call ahead is preferred but walk in's also welcome.

10. ADJOURNMENT

Motion to adjourn at 7:07 p.m.

Mary Durst, Recorder

Joseph Riker, Chairman

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Letter Of Agreement For Transportation Services Between the Livingston County Community Mental Health Authority and LETS – LETS

WHEREAS, the Livingston County Community Mental Health Authority desires to enter into an agreement with LETS to provide transportation services for their consumers; and

WHEREAS, LETS can provide the transportation services and the Livingston Community Mental Health Authority is willing to reimburse LETS for these services under the terms and conditions set forth in the agreement; and

WHEREAS, the agreement term will be January 1, 2021, through December 31, 2023.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a letter of agreement for transportation services between Livingston County Community Mental Health Authority and LETS under the terms and conditions set forth therein for a term of January 1, 2021 through December 31, 2023.

BE IT FURTHER RESOLVED that the Board Chair is authorized to sign the letter of agreement as reviewed and approved as to form by Mark Koerner, LETS Transit Attorney.

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MOVED:

SECONDED:

CARRIED:

LETTER OF AGREEMENT FOR TRANSPORTATION SERVICES

THIS LETTER OF AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the LIVINGSTON COUNTY COMMUNITY MENTAL HEALTH AUTHORITY, whose administrative offices are located at 622 E. Grand River Avenue, Howell, Michigan 48843 (hereinafter referred to as the "LCCMHA" or "CMHSP"), and **Livingston Essential Transportation Service**, whose administrative offices are located at 3950 W. Grand River, Howell, Michigan 48843 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the CMHSP is a Community Mental Health Authority (CMHA) established by the Board of Commissioners of the County of Livingston pursuant to Act 258 of the Public Acts of 1974, as amended (hereinafter referred to as the "Mental Health Code"); and,

WHEREAS, under the authority granted by Section 116 (2)(b) and 3(e) and Section 228 of said Code, the Michigan Department of Community Health (hereinafter referred to as the "MDCH") entered into, effective October 1, 2002, a MDCH/CMHSP Managed Mental Health Supports and Services Contract for General Funds with the CMHSP as the community mental health services program of the County of Livingston; and

WHEREAS, pursuant to Section 226(1)(h) of said Code, the Washtenaw Community Health Organization, the Livingston County Community Mental Health Authority, the Lenawee Community Mental Health Authority, and the Monroe Community Mental Health Authority have entered into an Affiliation Agreement pursuant to the Intergovernmental Contracts Between Municipal Corporations Act, MCL 124.1 et seq., for the purpose of establishing a legal mechanism for the preparation, submission, and implementation of a Consolidated Application for Participation to the MDCH for a Medicaid Inpatient Prepaid Health Plan (PIHP); and

WHEREAS, the MDCH has approved a Consolidated Application and the Community Mental Health Partnership of Southeast Michigan as the PIHP to contractually manage the 1915(b) Specialty Services Waiver Program and the 1915(c) Habilitation Supports Waiver Program approved by the Federal government and implemented concurrently by the State of Michigan in the designated Medicaid services area of the Counties of Washtenaw, Livingston, Lenawee, and Monroe, and the MDCH entered into, effective October 1, 2002, a MDCH/PIHP Managed Specialty Supports and Services Contract (hereinafter referred to as the "MDCH/PIHP Master Contract for Medicaid Funds") with said Community Mental Health Partnership of Southeast Michigan for the provision of Medicaid mental health and substance abuse services and supports; and

WHEREAS, the Community Mental Health Partnership of Southeast Michigan has entered into a PIHP/CMHSP Medicaid Subcontracting Agreement with each affiliate CMHSP whereby the PIHP subcontracts to the CMHSP, as an affiliate and a Comprehensive Specialty Services Network, to provide the Medicaid mental health specialty supports and services to Medicaid Eligible's within the affiliate CMHSP's specific County in said PIHP Medicaid services area, excepting Washtenaw County; and

WHEREAS, given all of the above, the CMHSP, at its discretion, has the right to direct-operate and/or contract for supports and services to persons who meet the supports/services eligibility criteria in the service area of the County of Livingston; and

WHEREAS, the CMHSP, from time to time, is in need of transportation services from a qualified independent contractor service provider(s) for individual(s) who meets the services eligibility criteria (hereinafter referred to as the "CMHSP's Consumer[s]"; and

WHEREAS, the Provider has been presented to the CMHSP as being in the business of providing transportation services and as being licensed, qualified and willing to provide such independent contractor transportation services as required by the CMHSP under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED by the CMHSP and the Provider as follows:

1. The purpose of this Letter of Agreement is to set forth the terms and conditions whereby the CMHSP shall secure transportation services from the Provider and the Provider agrees to perform said services for the CMHSP's Consumer(s) and to be reimbursed by the CMHSP for said services.
2. This Letter of Agreement shall commence on the 1st day of January, 2021 and shall continue until the 31st day of December, 2023.
3. Nothing in this Letter of Agreement shall be construed as requiring either the CMHSP or the Provider to extend or renew this Letter of Agreement or to enter into any subsequent agreements.
4. Notwithstanding any other provision in this Letter of Agreement to the contrary, either the CMHSP or the Provider may terminate this Letter of Agreement for any reason by providing the other party with Sixty (60) days prior written notification. Any material breach of this Letter of Agreement may result in either party's immediate termination of this Letter of Agreement, with said termination effective as of the date of delivery of written notification to the other party. Any termination of this Letter of Agreement shall not relieve either party of the obligations incurred prior to the effective date of such termination.

5. The Provider shall furnish the CMHSP with proof of said Provider's authority to conduct business in the State of Michigan and in what business capacity. The Provider shall obtain and maintain all approvals, accreditations, certifications and licenses required by the CMHSP to provide transportation services pursuant to this Letter of Agreement. If any such license, certification, accreditation, or authorization is ever suspended, restricted, revoked, or expires and is not renewed, the Provider shall immediately notify the CMHSP, in writing.
6. The Provider shall provide transportation services, as specified and delineated in the attached document labeled "Attachment A: SCOPE OF INDEPENDENT CONTRACTOR SERVICES" which is incorporated by reference into this Letter of Agreement and made a part hereof, to CMHSP's Consumer(s) as authorized hereunder by the CMHSP's Chief Executive Officer (hereinafter referred to as "CMHSP's CEO") or said CEO's designated representative. The Provider shall furnish and utilize its own equipment, tools, materials, and supplies that it deems necessary to perform the services hereunder. The Provider shall exercise independent control over its services, including the manner or methods of services, service duties or tasks, and the service procedures thereof.
7. For the period that this Letter of Agreement is in effect, the Provider shall be paid by the CMHSP as reimbursement for the Provider's services rendered hereunder, as specified and delineated in the attached document labeled "Attachment B: BILLING OF AND PAYMENTS FOR VALID SERVICE REIMBURSEMENT CLAIMS" which is incorporated by reference into this Letter of Agreement and made a part hereof. Valid claims payments made by the CMHSP to the Provider for CMHSP's-authorized services to the CMHSP's Consumer(s) pursuant to this Letter of Agreement shall be considered payments in full. It is expressly understood and agreed by the parties hereto that the Provider shall not seek or collect any service fee payments directly from the CMHSP's Consumer(s) or legal guardian, parent(s) or other relatives, for the Provider's services rendered under this Letter of Agreement.
8. This Letter of Agreement shall be construed according to the laws of the State of Michigan. The Provider shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations while rendering services pursuant to this Letter of Agreement. The Provider agrees to implement all administrative, physical, and technical safeguards necessary to reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI received from, or created or received by Provider on behalf of, CMHSP in accordance with CMHSP policies and applicable state and federal laws. These safeguards apply to PHI in any form or medium. Specifics related to the Business Associate relationship between the parties are set forth in Attachment C.
9. In providing services under this Letter of Agreement, the Provider shall adhere to all applicable Federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Letter of Agreement.

10. The Provider shall maintain CMHSP-required service documentation and payroll records and other time keeping records sufficient to document the provision of services required hereunder. Service and financial records and supporting documentation of the Provider must be retained and be available for audit, review or evaluation purposes for seven (7) years after the termination of this Letter of Agreement.
11. All aspects of this Letter of Agreement covered by confidentiality provisions of Federal and State laws and by policies of the CMHSP shall be adhered to by the parties hereto. As required by law, the parties to this letter of Agreement shall not discriminate against a person to be served or an employees or applicant for employment with respect to hire, tenure, terms conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of a particular job or position. The parties to this Letter of Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules regulations and policies prohibiting discrimination, including, but not limited to, the following:
 - A. Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
 - B. The Persons with Disabilities Civil rights Act, 197 PA 220, as amended.
 - C. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 3, and regulations promulgated thereunder.
 - D. The Americans with Disabilities Act of 1990, PI 101-336, 104 Stat 327 (47 USC § 1201 *et seq*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement

12. It is expressly understood and agreed by the parties hereto that the Provider is an independent contractor. The Provider, its officers, employees, servants and agents shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants or agents of the CMHSP and shall not be entitled to any fringe benefits from the CMHSP, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, and longevity. The Provider shall be solely responsible for compensating its officers, employees, servants, and agents and for withholding and payment of all applicable taxes. The Provider, as required by law, shall be solely responsible for providing workers' compensation coverage and unemployment insurance coverage for its employees.
13. Each party to this Letter of Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation which may arise from the performance of this Letter of Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

Nothing herein shall be construed as a waiver of any public or governmental immunity granted to the CMHSP, representatives of the CMHSP, **LIVINGSTON ESSENTIAL TRANSPORTATION SERVICE**, the County of Livingston and/or any elected, appointed officer or employee of such parties as provided by applicable statutes and/or court decisions.

14. Each party to this Letter of Agreement shall maintain liability insurance and such other insurance as it deems appropriate for its own protection during the term of this Letter of Agreement. It is specifically understood and agreed that neither party shall provide insurance coverage for the other party pursuant to this Letter of Agreement.
15. It is expressly understood and agreed by the parties hereto that this Letter of Agreement shall be non-exclusive and that this Agreement is not intended and shall not be construed to prevent either party from concurrently and/or subsequently entering into and maintaining similar agreements with other public or private entities for similar or other services.
16. No failure or delay on the part of any of the parties to this Letter of Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
17. The Provider shall not assign, subcontract, or otherwise transfer its duties and/or obligations under this Letter of Agreement without the prior written approval of the CMHSP.
18. Modifications, amendments, or waivers of any provision of this Letter of Agreement may be made only with the written mutual consent of the CMHSP and the Provider.
19. This Letter of Agreement and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Letter of Agreement or any part thereof shall have any validity or bind either of the parties hereto.
20. If any provision of this Letter of Agreement is found to be in conflict with Federal or State law, that provision will be subordinate to the law. The other provisions of this Letter of Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Letter of Agreement.
21. This Letter of Agreement is not intended by the CMHSP or the Provider to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

22. The persons signing this Letter of Agreement on behalf of the parties hereto certify by said signature that they are duly authorized to sign this Letter of Agreement on behalf of said parties and that this Letter of Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

**LIVINGSTON COUNTY
COMMUNITY MENTAL HEALTH
AUTHORITY**

Date

Constance Conklin
Executive Director

**COUNTY of LIVINGSTON FOR
LIVINGSTON ESSENTIAL
TRANSPORTATION SERVICE**

Date

Carol S. Griffith – BOARD Chair
County Board of Commissioners

Foster, Swift, Collins & Smith, P.C.

Approved as to form:



October 12, 2020

ATTACHMENT A

SCOPE OF INDEPENDENT CONTRACTOR SERVICES

It is expressly understood and agreed by the parties hereto that the Provider's transportation services to be provided to the CMHSP's Consumer(s) for subsequent reimbursement from the CMHSP for valid claims under this Letter of Agreement shall include the following:

- Date of services
- Consumer ID
- Name of Consumer
- Transportation Code A0120
- Number of trips per day per consumer

ATTACHMENT B

BILLING OF AND PAYMENTS FOR VALID SERVICE CLAIMS

As reimbursement for the CMHSP preauthorized transportation services that have been rendered by the Provider, the Provider shall be paid by the CMHSP FIVE DOLLARS and FIFTY CENTS (\$5.50) per one way trip per Consumer.

The Provider shall submit claims electronically, in the manner and at the times prescribed by the CMHSP's CEO. The CMHSP shall adjudicate service claims to the Provider once per month. The Provider's submittal of an electronic claim hereunder shall constitute the Provider's verification that the required services and documentation have been completed, in compliance with the reimbursement requirements of the CMHSP, and is on file.

BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT (the "BAA") is made between Livingston County Community Mental Health Authority ("LCCMHA") and **Livingston Essential Transportation Services** ("Business Associate"). The LCCMHA is a covered entity (LCCMHA shall hereafter be referred to as the "Covered Entity") under the Health Insurance Portability and Accountability Act of 1996, its amendments and implementing regulations ("HIPAA").

Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from Covered Entity, or created by Business Associate on behalf of Covered Entity. Therefore, Business Associate agrees to the following terms and conditions set forth in this HIPAA Business Associate Agreement ("BAA").

1. **Definitions:** For purposes of this BAA, any terms used herein, unless otherwise defined, shall have the same meanings as used in the Privacy and Security Standards of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009) and its implementing regulations ("HITECH").
2. **Scope and Interpretation:** The terms and conditions of this BAA shall supplement and amend all agreements and relationships between the parties ("Base Agreement" or collectively "Base Agreements") which provide for Business Associate's receipt, transmission, maintenance, creation, Use and Disclosure of PHI, in any form or medium, including electronic PHI, in Business Associate's capacity as a "Business Associate" to the Covered Entity. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with HIPAA. In case of any inconsistency or conflict between the Base Agreement(s) and the terms and conditions of this BAA, the terms and conditions of this BAA shall control. Except as supplemented and/or amended, the terms of the Base Agreement(s) shall continue to apply and effect to govern the matters addressed in the Base Agreement(s).
3. **Compliance with Applicable Law:** Beginning with the relevant effective dates, to the extent Business Associate meets the definition of a "Business Associate" of Covered Entity as such term is defined under HIPAA, Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH and other related laws, for so long as Business Associate uses, possesses, accesses or maintains Protected Health Information ("PHI").
4. **Permissible Use and Disclosure of Protected Health Information:** In addition to the uses and disclosures permitted by the Base Agreement, Business Associate may use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either reason above, prior to making any such disclosure, Business Associate shall obtain: (a) reasonable assurances from the receiving

- party that such PHI will be held confidential and be disclosed only as Required By Law in accordance with HIPAA or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Uses and Disclosures of PHI:** Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Base Agreement or this BAA, or as Required By Law. All uses and disclosures of, and requests by Business Associate for, PHI are subject to the Minimum Necessary rule of the Privacy Standards and shall be limited to the information contained in a Limited Data Set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH, and any other subsequently adopted guidance.
 6. **Required Safeguards To Protect PHI:** Business Associate agrees that it will implement appropriate safeguards in accordance with the Privacy Standards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA.
 7. **Reporting of Improper Use and Disclosures of PHI:** Business Associate shall report to Covered Entity, within five (5) business days of discovery, a use or disclosure of PHI not provided for in this BAA by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI.
 8. **Reporting of Breaches of Unsecured PHI:** Business Associate shall report to Covered Entity, within five (5) business days of discovery, a breach of unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §§ 164.400-414. Business Associate shall fully cooperate with Covered Entity's breach notification and mitigation activities, and shall be responsible for all costs incurred by Covered Entity for those activities.
 9. **Mitigation of Harmful Effects:** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA, including, but not limited to, compliance with any state law or contractual data breach requirements.
 10. **Agreements by Third Parties:** Business Associate shall enter into an agreement with any agent or subcontractor of Business Associate that will have access to PHI hereunder. Pursuant to such agreement, the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this BAA with respect to such PHI.
 11. **Access to Information:** To the extent applicable, within ten (10) business days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. §164.524. In the event any individual delivers a request for access to PHI directly to Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity.

12. **Availability of PHI for Amendment:** Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall, within five (5) business days, forward such request to Covered Entity.
13. **Documentation of Disclosures:** Business Associate agrees to document uses and disclosures of PHI and information related to such uses and disclosures as required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
14. **Accounting of Disclosures:** Within ten (10) business days of notice by Covered Entity to Business Associate that Covered Entity has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) year period prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the case of an electronic health record maintained or hosted by Business Associate on behalf of Covered Entity, the accounting period shall be three (3) years and the accounting shall include disclosures for treatment, payment and health care operations, in accordance with the applicable effective date of Section 13402(a) of HITECH. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days of receipt.
15. **Restrictions:** Business Associate shall comply with any restrictions on disclosure of PHI requested by an individual and agreed to by Covered Entity in accordance with 45 C.F.R. § 164.522.
16. **Security:** To the extent that Business Associate creates, receives, maintains or transmits electronic PHI on behalf of Covered Entity, Business Associate shall:
 - a. Comply with the security provisions found at 45 C.F.R. §§ 164.308, 310, 312, and 316 in the same manner as such provisions apply to Covered Entity, pursuant to Section 13401(a) of HITECH, and otherwise implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI;
 - b. Ensure that any agent to whom Business Associate provides electronic PHI agrees to implement reasonable and appropriate safeguards in writing to protect such PHI; and
 - c. Report to Covered Entity within five (5) business days any Security Incident of which Business Associate becomes aware and which results in a use or disclosure of electronic PHI in violation of the Base Agreement or this BAA. For those Security Incidents that do not result in a use or disclosure of electronic PHI in violation of the Base Agreement or this

BAA, reports may be made in the aggregate on at least quarterly basis. In this context, the term "Security Incident" shall have the same meaning as such term as defined in 45 CFR 164.304.

17. **Judicial and Administrative Proceedings:** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Business Associate shall notify Covered Entity in writing prior to responding to such request to enable Covered Entity to object. Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) business days of receipt of such request.
18. **Availability of Books and Records:** Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Standards
19. **Breach of Contract by Business Associate:** In addition to any other rights Covered Entity may have in the Agreement, this BAA or by operation of law or in equity, Covered Entity may, upon a breach or violation of this BAA, provide a reasonable opportunity for Business Associate to cure or end any such violation within the time specified by Covered Entity. If cure is not possible or if the Business Associate does not cure such breach or violation, Covered Entity may immediately terminate the Agreement. Covered Entity's option to have a breach cured shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this BAA or by operation of law or in equity.
20. **Effect of Termination of Agreement:** Upon the termination of the Agreement or this BAA for any reason, Business Associate shall return all PHI created by Business Associate or received from Covered Entity to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, its agents and subcontractors. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this BAA, even after termination of the Agreement or BAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.
21. **Injunctive Relief:** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this BAA would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
22. **Indemnification:** Business Associate shall indemnify and hold harmless Covered Entity and its officers, trustees, employees, and agents from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by Covered Entity arising from a violation by Business Associate of its obligations under this BAA.
23. **Owner of PHI:** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI of Covered Entity.

24. **Obligations of the Covered Entity:** Covered Entity shall: (i) notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitations affect Business Associate's Use or Disclosure of PHI; (ii) notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if and to the extent such changes affect Business Associate's Use and Disclosure of PHI; and (iii) notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction may affect BA's Use or Disclosure of PHI.
25. **Third Party Rights:** The terms of this BAA do not grant any rights to any third parties.
26. **Independent Contractor Status:** For the purpose of this BAA, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.
27. **Changes in the Law:** The parties shall amend this BAA to conform to any new or revised legislation, rules and regulations to which Covered Entity is subject now or in the future including, without limitation, HIPAA, HITECH, the Privacy Standards, Security Standards or Transactions Standards.

This Agreement becomes binding when signed by authorized representatives of both parties.

Livingston County Community Mental Health Authority

By: _____

Name: Constance Conklin

Title: Executive Director

Date: _____

BUSINESS ASSOCIATE:

Livingston Essential Transportation Service

By: _____

Name: _____

Title: _____

Date: _____



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 10/27/2020
Re: Resolution Authorizing a Letter of Agreement for Transportation Services Between the Livingston County Community Mental Health Authority and LETS – LETS

LETS has provided transportation to CMH consumers for over 30 years, and CMH continues to be a significant source of ridership and local funding for LETS. This agreement represents a continuation of the 2018-2020 agreement with no change to the Scope of Work or terms and conditions, including the one-way fare of \$5.50 per passenger trip.

Please do not hesitate to contact me with any questions at 517-540-7843.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Corrigan Propane, LLC to Provide LPG Fuel Services for Transit Vehicles – LETS

WHEREAS, LETS has been operating propane-fueled transit vehicles since 2015, and propane has proven to be a safe and reliable fuel that is cleaner-burning and more cost-effective than gasoline or diesel; and

WHEREAS, the previous agreement for LPG Fuel Services expired in September 2020 and LETS desires to enter into a new contract with the same Scope of Services, which includes fuel delivery and a no-cost lease for fueling equipment; and

WHEREAS, in compliance with the County Procurement Policy, a competitive bid process was performed through CoPro+ with bid notifications posted on the County website and BidNet website; and

WHEREAS, two responses were received and the low bidder was Corrigan Propane, LLC of Brighton, MI with a delivered cost of \$1.0141 per gallon, which includes the market price of raw fuel as of October 6, 2020 plus a delivery fee of \$0.35 per gallon, and a no-cost equipment lease; and

WHEREAS, the base contract period will be three (3) years with two (2) one-year renewal options for a total contract period not to exceed five (5) years; and

WHEREAS, funding for propane fuel is included in the annual LETS operating budget and is eligible for reimbursement under state and federal operating grants.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes an agreement with Corrigan Propane, LLC of Brighton, Michigan to provide LPG Fuel Services at the market price of raw fuel plus a delivery fee of \$0.35 per gallon and a no-cost equipment lease for a base period of three (3) years with two (2) one-year renewal options for a total contract period not to exceed five (5) years.

BE IT FURTHER RESOLVED that the Chair 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 Mark Koerner, LETS Transit Attorney.

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MOVED:
SECONDED:
CARRIED:



**Bid Synopsis
For
LPG Fuel Services**

Lead Public Agency: Livingston County Livingston Essential Transportation Service	RFP Issued & Publicly Posted: 09/25/2020
Solicitation: ITB-LC-20-28	Public Postings: Livingston Co. Website (livgov.com) BidNet (bidnetdirect.com/mitn)
RFP Due Date: 10/09/2020	Bids Received: 2

Bids were posted for a contractor to provide LPG Tank and Fuel Dispensing System. Bids were received from the following companies:

1. Corrigan Propane, LLC
2. Webster and Garner

Both bidders submitted their responses within the timeframe outlined in the bid, and all required forms and certifications were submitted.

Below is a tabulation of the delivered prices per gallon for the dates requested in the ITB:

	Delivered Price Per Gallon		
	August 25, 2020	September 15, 2020	October 6, 2020
Corrigan Propane, LLC	0.962	0.9491	1.0141
Webster & Garner	1.00	0.955	1.04

Based on the above, it is recommended that a contract be offered to Corrigan Propane, LLC, as the low bidder, to provide LPG Fuel Services for a three-year base contract with two one-year renewal options, for a total contract period not to exceed five years.



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 10/27/2020
**Re: Resolution Authorizing an Agreement with Corrigan Propane, LLC to
Provide LPG Fuel Services for Transit Vehicles – LETS**

LETS began operating 6 propane-fueled transit vehicles in 2015 and currently has a fleet of 18, or roughly 55% of the fleet. Propane has proven to be a safe and reliable fuel that is cleaner-burning and more cost-effective than gasoline or diesel.

Not only have fuel costs been low and stable—our 5-year average delivered cost is \$1.14 per gallon—but we have also realized significant vehicle maintenance savings as a result of lower carbon output and low-maintenance engine components. Moreover, we have claimed the federal Alternative Fuel Tax Credit each year since 2015, effectively reducing our 5-year average cost to 64-cents per gallon after the credit is applied (it has been extended through the 2020 tax year).

Our previous agreement with Corrigan Propane, LLC, expired in September 2020 so a competitive bid process was performed through CoPro+ with bid notifications posted on the County website and BidNet website. The Scope of Services is consistent with the previous solicitation and includes fuel delivery and a no-cost equipment lease (fuel tank and dispensing system).

Two responses were received and a synopsis of the bids is attached. The low bidder was again Corrigan Propane, LLC of Brighton, MI with a delivered cost of \$1.0141 per gallon, which includes the raw fuel cost as of October 6, 2020 plus a delivery fee of \$0.35 per gallon, and a continuation of the no-cost equipment lease. This vendor demonstrated reliability and responsiveness during our previous agreement period and I recommend the award.

The base contract period will be three (3) years with two (2) one-year renewal options for a total contract period not to exceed five (5) years. Funding for propane fuel is included in the annual LETS operating budget and is eligible for reimbursement under state and federal operating grants.

Please do not hesitate to contact me with any questions at 517-540-7843.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Amend the Agreement with DoubleMap, Inc. to Provide Dispatch Software and Mobile Data Terminals for Transit Operations – LETS

WHEREAS, Livingston County and DoubleMap, Inc. entered into an agreement to provide dispatch software and mobile data terminals for LETS transit operations pursuant to Resolution 2019-07-103; and

WHEREAS, it was later determined that the TapRide dispatch software provided by DoubleMap, Inc. was unable to meet the specifications outlined in the agreement; and

WHEREAS, DoubleMap, Inc. subsequently identified a subcontractor, Ecolane USA, Inc., to provide the agreed upon dispatch software pursuant to the specifications outlined in the agreement; and

WHEREAS, the agreement provides for the use of subcontractors with prior notice to and the consent of the County; and

WHEREAS, Ecolane USA, Inc. provided a comparative Scope of Work and pricing proposal and performed an on-site software demonstration with LETS staff; and

WHEREAS, LETS desires to amend the agreement to allow the use of Ecolane USA, Inc. as a subcontractor to provide the dispatch software pursuant to the terms and conditions of the amended agreement; and

WHEREAS, the County has paid DoubleMap, Inc. \$71,960 for mobile data terminals and the initial software licensing fees and will not incur any additional implementation costs for a period of one (1) year from the execution of the amended agreement, with DoubleMap Inc. contributing the remaining implementation costs of \$90,806 for the Ecolane dispatch software; and

WHEREAS, the County has the option to renew the Ecolane software license for an additional four (4) years upon satisfactory performance by contractor and subcontractor per the fee schedule in the amended agreement.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize an amendment to the agreement with DoubleMap, Inc. to allow their subcontractor, Ecolane USA, Inc., to provide dispatch software and mobile data terminals under the terms and conditions set forth in the amended agreement at no additional cost to the County for a period of one (1) year from execution of the amended agreement and upon satisfactory performance by the contractor and subcontractor, have the option to renew for an additional four (4) years per the fee schedule in the amended agreement.

BE IT FURTHER RESOLVED that the Board Chair 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 by Mark Koerner, LETS Transit Attorney.

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MOVED:
SECONDED:
CARRIED:



429 North Pennsylvania Street, Suite 401
Indianapolis, IN 46204

**Prices will remain firm for 90 days*

Pricing Exhibit - Confidential

DATE: September 28, 2020

TO: Greg Kellogg
Livingston County
GKellogg@livgov.com

LN	Note	Item	Qty	Price	Subtotal	
					Capital	Subscription
1		Initial Licenses				
2		DRT/MDT Software License	32	\$ 1,600.00	\$ 51,200.00	
3		Map Data for Service Area - up to 5 contiguous counties	1	Included		
4		Self Service Trip Bookings App with credit card capabilities	1	\$ 15,998.00	\$ 15,998.00	
5		SMS Text Messaging Arrival Notification Licenses	1	\$ 7,998.00	\$ 7,998.00	
6						
7		Additional Items				
8	c.	Rugged Grade Tablet	34	\$ 1,050.00	\$ 35,700.00	
9		Monitor 55"	2	\$ 1,750.00	\$ 3,500.00	
10		SMS Text message credit bundle	1	\$ 1,500.00	\$ 1,500.00	
11						
12		Services				
		Remote set up of Ecolane DRT and MDT software (8 hr. work days), includes remote training and project management	11	\$ 990.00	\$ 10,890.00	
13		Onsite Training/Go-live days (8 hr. work days)	12	\$ 990.00	\$ 11,880.00	
14		Travel for # of Onsite Trips indicated (Onsite Survey, Training, an	3	\$ 2,700.00	\$ 8,100.00	
15		Hardware Installation	32	\$ 500.00	\$ 16,000.00	
16						
17						
18		Discount(s)				
19	a.	Agreement Credit	1	\$ (71,960.00)	\$ (71,960.00)	
20	b.	Capital Discount	1	\$ (90,806.00)	\$ (90,806.00)	

Notes	
a.	Prior payment(s) totalling \$71,960 to be applied to amended services
b.	Additional fees incurred over prior payment to be 100% discounted with relation to the proposed scope of work
c.	To be provided upon receipt of original 34 tablets provided

Quote Summary	
Capital Costs	\$ -
Subscription Costs	\$ -
Total for First Year	\$ -
Total for 1 Year	\$ -

*All applicable sales/use tax are additional

**AMENDMENT TO AGREEMENT
TO PROVIDE DISPATCH SOFTWARE AND
MOBILE DATA TERMINALS FOR LIVINGSTON
ESSENTIAL TRANSPORTATION SERVICE**

BETWEEN:

COUNTY OF LIVINGSTON

AND

DOUBLEMAP, INC.

**AMENDMENT TO AGREEMENT TO PROVIDE DISPATCH SOFTWARE AND
MOBILE DATA TERMINALS FOR LIVINGSTON ESSENTIAL TRANSPORTATION
SERVICE**

This Amendment to Agreement to Provide Dispatch Software and Mobile Data Terminals for Livingston County Essential Transportation Service (“Amendment”), is made and entered into this _____ day _____, 2020, by and between the County of Livingston, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and DoubleMap, Inc., an Indiana corporation with offices at 429 N. Pennsylvania St. Suite 401, Indianapolis, IN 46204 (hereafter referred to as the “Consultant”).

RECITALS:

WHEREAS, the County and DoubleMap entered into an Agreement to Provide Dispatch Software and Mobile Data Terminals for Livingston Essential Transportation Service (“LETS”) dated _____ (the “Agreement”); and

WHEREAS, pursuant to that Agreement, DoubleMap was to provide dispatch software and mobile data terminals to LETS. The mobile data terminals specified in the Agreement were iPad Pro – 11 inch models; and

WHEREAS, subsequent to the execution of the Agreement, DoubleMap has requested to substitute Android Rugged Grade Tablets comparable to the iPad Pro-11 inch models as the mobile data terminals to be supplied pursuant to the Agreement; and

WHEREAS, the County agrees to the substitution of the Android Rugged Grade Tablets; and

WHEREAS, Subsequent to the execution of the Agreement, DoubleMap identified a subcontractor, Ecolane USA, Inc., a foreign corporation operating under a Certificate of Authority from Pennsylvania, with offices located at 940 W. Valley Rd., Suite 1400, Wayne , PA 19087 (hereinafter referred to as “Ecolane”) to provide the agreed upon dispatch software pursuant to the Agreement; and

WHEREAS, the County wishes to consent to the use of Ecolane as the subcontractor to provide dispatch software pursuant to the Agreement; and

WHEREAS, the Agreement states: “Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.” and

WHEREAS, the Agreement states: “It is expressly understood and agreed that the Consultant may use subcontractors with prior notice to and the consent of the Procurement Coordinator. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Agreement. The Consultant shall not transfer or assign any contract

funds or claims due or to be come due without the advance written approval of the Procurement Coordinator. The unauthorized assignment of any funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void. The Consultant shall identify any and all contractors and subcontractors it intends to use in the performance of this Agreement. All such persons shall be subject to the prior approval of the County.”

WHEREAS, the County and DoubleMap and the County desire to amend certain provisions of the Agreement and the county desires to express its consent to the use of Ecolane as a subcontractor to provide the dispatch software pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises, the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and DoubleMap agree as follows:

- A. Section I. Consultant Services, (A) Services, of the Agreement is amended as follows:

“Services. Consultant shall utilize Ecolane USA, Inc., (“Ecolane”) to provide the dispatch software services identified in Exhibit A, Scope of Work Comparison which identifies the software services to be provided by Ecolane in comparison with the originally contracted software services and the sealed attachment to Exhibit A, Confidential Ecolane Scope of Work - LETS (the “Services”). Exhibit A and its attachments are incorporated by reference into this Agreement and made a part hereof. Ecolane asserts that its Ecolane Scope of Work - LETS is a trade secret and therefore not subject to disclosure under the Michigan Freedom of Information Act, 15.243 and its review is a permissible reason for the County to go into closed session pursuant to Michigan’s Open Meetings Act, MCL 15.268(h). The Ecolane Scope of Work - LETS and will not be disclosed to the public or be discussed in an open meeting except as provided in Section J - FREEDOM OF INFORMATION ACT, of this Agreement. Changes or additions to the Services may only be made with the prior written approval of the County Fiscal Services Department, Procurement Division.

Consultant hereby represents and warrants to the County that Ecolane is experienced in, and competent to perform the Services described in this Agreement. The Consultant will ensure that all Services are performed in accordance with the applicable terms and conditions set forth in the Agreement, a timely, efficient and cost-effective manner that comports with applicable professional industry standards, and applicable federal, state, and local laws and regulations, and, in the case of engineering services, in accordance with professional engineering standards.

- B. Section A of Section III. Term, Renewal and Termination, shall be replaced with the following:

Term and Renewal. The initial term of this Agreement is a period of one year which includes all functional requirements and deliverables in the Project and one year of software licensing (the "Initial Term"). The software license included with Consultant's Services shall automatically renew after the Initial Term for up to five (4) additional one (1) year terms (the "Renewal Term"), for a total contract period not to exceed six (5) years unless either party delivers written notice to the other party of an intent not to renew sixty (60) days prior to the end of the Initial Term or any Renewal Term.

- C. Section IV. Payment to Consultant, of the Agreement, shall be replaced in its entirety with the following:

Subject to performance of Consultant of its obligations hereunder, the County agrees to pay Consultant for all functional requirements and deliverables in the Project in accordance with the attached "Pricing Exhibit."

Consultant will further be paid for software license renewals as follows:

First Renewal Term – Forty-Two Thousand Dollars (\$42,000.00);

Section Renewal Term – Forty-Four Thousand Nine Hundred Forty Dollars (\$44,990.00);

Third Renewal Term – Forty-Nine Thousand Four Hundred Thirty-Four Dollars (\$49,434.00); and

Fourth Renewal Term – Fifty-One Thousand Nine Hundred Five and 70/100 Dollars (\$51,905.70).

Detailed invoices shall be submitted to the LETS Director via email to gkellogg@livgov.com within thirty (30) days from project completion. Invoices for software renewals shall be issued no later than sixty (60) days prior to the expiration of the current period and no later than the fifth of the month. If this agreement is terminated prematurely for any reason, Consultant will be compensated for completed services only as deemed complete in the sole discretion of the LETS Director and required by this Agreement. Payment shall be issued Net 30 days from receipt and acceptance of the invoice.

The County is exempt from Federal Excise and State Sales Tax. The County shall not pay any tax from which it is exempt. The County's tax number is 38-6005819.

Consultant is required to pay all applicable taxes lawfully assessed in connection with the performance of this Agreement.

- D. The County hereby consents and approves of Consultant's use of Ecolane as the subcontractor to provide dispatch software pursuant to the Agreement.

- E. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall govern and control.
- F. Except as set forth in this Amendment, the Agreement remains unmodified and in full force and effect.
- G. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. Receipt of an executed signature page to this Amendment by facsimile or other digital or electronic transmission shall constitute effective delivery thereof.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date of the last party to sign below.

COUNTY OF LIVINGSTON

DOUBLEMAP, INC.

BY: _____
Carol S. Griffith – Chairwoman
County Board of Commissioners

BY: _____
Ben Haynie
CEO

Dated: _____

Dated: _____

Approved as to form:

Mark T. Koerner
Foster, Swift, Collins & Smith, P.C.
Attorney for Livingston Essential Transportation Service

Dated

34536:00001:5086370-1



Memorandum

To: Livingston County Board of Commissioners
From: Greg Kellogg, Transportation Director
Date: 10/27/2020
Re: Resolution to Amend the Agreement with DoubleMap, Inc. to Provide Dispatch Software and Mobile Data Terminals for Transit Operations – LETS

LETS completed an RFP process and entered into a contract with DoubleMap, Inc. for their TapRide transit software and mobile data terminals in October 2019. Although DoubleMap was able to provide the technological enhancements we were looking for, such as automated routing and app-based scheduling and payment, we later discovered that they could not meet some of our most basic requirements including billing for service contracts and the ability to track each passenger's trip purpose (e.g., tracking medical trips for our partnership with the hospitals).

Despite our best efforts to vet the software during the RFP process, which included a thorough check of the references provided in the RFP response, these particular shortfalls were not discovered until we began the implementation process. We later spoke to several other transit agencies across the country that had adopted TapRide and found that most of them used the software not as their primary trip management system but as a supplement for ancillary on-demand services.

We then provided DoubleMap the opportunity to offer a remedy, which resulted in their proposal to amend the agreement to add Ecolane USA, Inc. as a subcontractor to provide the agreed upon dispatch software pursuant to the specifications outlined in the agreement. The agreement provides for the use of subcontractors with prior notice to and the consent of the County.

Ecolane USA, Inc. provided a comparative Scope of Work and pricing proposal and performed an on-site software demonstration with LETS staff, including our dispatchers who will be the primary end users. During the demo we specifically addressed the shortfalls with DoubleMap's TapRide software and confirmed that Ecolane can meet all of our baseline needs in addition to providing the advanced technology noted above.

In contrast to TapRide, the Ecolane DRT software is intended specifically for demand-response agencies like LETS that are seeking a complete solution to improve operating efficiency under

the existing service model while introducing on-demand scheduling and other convenience features aimed at expanding access to the system and broadening the ridership base. We have been in contact with our colleagues at a northern Michigan transit agency similar to LETS in size and scope that launched the Ecolane DRT software in August (upgrading from the same legacy software LETS currently uses). They have given us positive feedback about Ecolane's support during the implementation process, and three months in they are beginning to see positive effects on their system.

To date the County has paid DoubleMap, Inc. \$71,960 for implementation costs which include 34 mobile data terminals (tablets) and initial software licensing fees. The amended agreement stipulates that the County will not incur any additional costs for a period of one (1) year from the execution date consistent with the terms of the original agreement. The Ecolane DRT software is a higher-priced product, so DoubleMap will contribute the remaining implementation costs of \$90,806 to demonstrate their commitment to fulfilling their obligations under the contract.

The Ecolane software also carries higher license renewal costs and DoubleMap is proposing an increase from the original pricing for years 2-5 of the amended agreement. Those amounts are listed below with a total increase of \$28,330 over 4 years. The County is not obligated to renew the software license and may terminate the agreement at any time, for any reason. I find the proposed increases reasonable *if* the Ecolane software meets or exceed our expectations.

Renewal Term	DoubleMap TapRide Renewal Cost	Ecolane DRT Renewal Cost	Increase
1	\$40,000	\$42,000	\$2,000
2	\$40,000	\$44,990	\$4,990
3	\$40,000	\$49,434	\$9,434
4	\$40,000	\$51,906	\$11,906

We are excited to get our technology upgrade back on track. During this challenging period for the transit industry it not only presents an opportunity to reinvent our service and attract new customers but also provides inspiration to our staff and a renewed focus on our mission. For those reasons I recommend approval of this resolution and respectfully ask for your support.

Please do not hesitate to contact me with any questions at 517-540-7843.

Scope of Work Comparison

The below provides the originally contracted Scope of Work requirements as presented with TapRide. A blue check mark is included next to each line item that Ecolane is able to fulfill in an exact, or highly similar way as TapRide (to be further discussed in the Ecolane demo). Additional context on increased or changed functionality, due to the introduction of Ecolane, around core features is also included throughout. A summary of items that are not offered in a similar way, or not available within the Ecolane offering are included at the bottom of the document.

- ✓ On-demand service
 - ✓ Android/iPhone application for riders to request rides
 - ✓ Real time
 - ✓ Scheduled
 - ✓ Rider can request pick up/drop off location
 - ✓ Enter in address
 - ✓ Drop a pin
 - ✓ Select pre-existing pins
 - ✓ How many riders
 - *Ecolane also allows riders to self identify if they require a traveling companion (such as personal assistant, other passengers, children, etc.) through the mobile app*
 - ✓ Accommodations (wheelchair and bike accessible)
 - *Ecolane offers 20+ “mobility aids” for different rider accommodation needs*
 - *Bicycles can be included as one of 20+ mobility aid options, but they are all called “Mobility Aids”*
 - ✓ Mobile website access for iPhone, Android, Blackberry, and Window phones
 - *The browser version is smartphone capable and expected to work on Blackberry and Windows phones as well, but is not an explicit offering of Ecolane.*
 - ✓ Mobile applications
 - ✓ For iPhone & Android
 - ✓ Vehicle tracking
- ✓ Administrative Dashboard
 - ✓ Vehicle/Driver tracking
 - ✓ Add requests (call ins)
 - ✓ Pick up/drop off

- *Ecolane offers riders and dispatchers the ability to designate a “Leave At” or “Arrive By” time.*
 - ✓ Name
 - ✓ Phone Number
 - ✓ How many Passengers
 - *Ecolane also supports increased functionality through the dispatch portal allowing user profiles to include a companion required for every ride, on a one time basis, or trip by trip if needed.*
 - ✓ Accommodations
 - *Ecolane offers 20+ “mobility aids” for different rider accommodation needs*
 - ✓ Scheduled Rides
 - ✓ Recurring Rides
 - ✓ Extra notes
- TapRide Reporting
 - ~~Number of Riders per day~~
 - ~~Number of Riders per hour~~
 - ~~Number of Riders per driver~~
 - ~~Trip duration by hour~~
 - ~~Popular Dropoff stops~~
 - ~~Popular pick up stops~~
 - ~~Ride Log~~
 - ~~Productivity~~
 - ~~Summary~~
 - ~~Top Rider Cancellers~~
 - ~~Top Rider No Shows~~
 - ~~Driver Mileage~~
 - ~~Cancellation messages~~
 - ~~Driver History~~
 - ~~Rider History~~
 - ~~Charts~~
 - ~~Heat Map~~
- Ecolane Reporting
 - 301 Report
 - ADA Applications Approval
 - Alerts Resolution
 - Average Trip Distance
 - Average Trip Duration
 - Billing Summary Report
 - By Driver Run Manifest
 - Capacity Demand
 - Daily Run Productivity
 - Data Exception Report
 - Data Exception Report Internal
 - Driver Hour Report
 - Driver Performance
 - Fare Summary Report
 - Fleet Utilization
 - Funding Source Fare Summary
 - List of Riders
 - Lists of Distinct Clients

- Medicaid Trips
- Miles/Hours By Funding Source
- NTD Key Performance Indicators
- NTS S-10
- NTD Summary Report
- OTP
- OTP by Driver
- OTP by Hours
- OTP Late Trips
- Paratransit Operating Statistics
- Problem Trips
- Quarterly Operating Data Report
- Refusals and Denials Report
- Revenue Replacement Report
- Run Manifest
- Run Report
- Same Day Trips
- Service Report by Client
- Signatures Run Manifest
- State DOT
- Subscription Failures
- System Productivity
- System Speed Adjustment
- Total Passenger Miles
- Total Passenger Trips
- Trip Count Report
- Trip Distribution Report
- Trip Negotiation Window
- Trip Time Distribution Report
- Trips by Funding Source
- Trips by Purpose
- Trips by Transportation Company
- Trips per Client
- Vehicle Report
- Vehicles in Maximum

- ✓ Unlimited users
- ✓ Add/edit operating days/times
 - ✓ Service hour exceptions
 - ✓ Holidays
 - ✓ Summer
- ✓ Add/edit service boundary
 - ✓ Pick ups and drop offs
 - ✓ Just pick ups
 - ✓ Just drop offs
 - ✓ No rides
- *Announcements
 - ✓ Rider
 - *Riders can be notified via push notifications through the App, SMS text messaging and/or IVR call-outs depending on the agency's needs and scope of services. These options are listed as "Optional" within the Ecolane detailed Scope offering.*
 - ✓ Driver
 - *Dispatch can send messages directly to the drivers.*
- ✓ Add/edit vehicles
 - ✓ Vehicle ID
 - ✓ Capacity
 - ✓ Accommodations
 - ✓ Driver Name

- ✓ License Plate
 - ✓ Notes
- ✓ Add/Edit Stop locations
 - ✓ Add pick up instructions to send to riders via app notification
 - *Passengers can add “Driver Notes” on a trip level to identify any additional needs or directional assistance.*
- ✓ Ride Restrictions / Trip Restrictions / “Auto Assignment Rules”
 - *The Ecolane software is very responsive to rules. The restriction offering is more comprehensive with the Ecolane solution. For example: a rule can be put in place to only allow riders with a Medicaid fare type to book trips to locations designated as “medical”.*
 - *Rules and restrictions are handled in different ways throughout the system, including by geofence and by fare type.*
- ✓ Driver Cancel Notes
 - *Drivers are given a drop down menu for “no-show reasons” that they can select from, including an option for “Other”. The agency's policies will determine how a driver operates at that point. If dispatch approval is required, dispatch can send the driver a push notification that they are approved to move on from the no-show, or drivers can indicate the reason and move on to their next assignment.*
- ✓ Auto-Assignment
 - *Ecolane offers automated dispatching capabilities, detailed in the full scope of services.*
 - ✓ Compact Dashboard
 - *Ecolane offers a dashboard view of the system for dispatching and scheduling purposes. The dashboard also provides agencies with comprehensive real-time data on their service.*
 - ✓ Break down of all ride requests (scheduled or on-demand)
 - ✓ ETA's
 - ✓ Pick up/drop off points
 - ✓ How many passengers
 - ✓ Itinerary builds
 - ✓ What drivers have what rides
 - ✓ Status of the itineraries
 - ✓ Ability to edit itineraries
 - ✓ Turn-by-turn navigation
 - ✓ On-board
 - ✓ Completed
 - ✓ Cancellation
- ✓ Rider Login

- ✓ Any email account
- ✓ Admin Driver Login
 - ~~Any email account~~
 - *Drivers are issued a username and password instead of an email.*
- ✓ SMS Texting
 - ✓ Riders to receive ride updates via SMS text
 - ~~Ride accepted by driver, including driver assignment and ETA~~
 - ~~Honk notification~~
 - ~~Ride has been canceled~~
 - ~~Ride has been uncanceled~~
 - ~~Pick up instructions at submission~~
 - Ecolane offers:*
 - Configurable content for multiple scenarios:
 - ETA based on AVL data from vehicle and name of arriving vehicle
 - Unable to be scheduled by pick up time
 - Instruct customers to call dispatch/call center
- ✓ Mobile Payment
 - ~~Rider payment within application for fared rides~~
 - ~~Pre-defined stop locations to be assigned set value as determined by client~~
 - ~~Credit card and PayPal payments supported~~
 - ~~DoubleMap to deposit funds directly to client via ACH~~
 - Ecolane offers the below payment options*
 - Configurable billing module
 - Pre-paid balance available for customers to use a diminishing funds (manageable within the client account)
 - External payments through credit card
 - Transaction history available
- ✓ Hardware

The below changes would be made to the hardware configuration. DoubleMap would take ownership of the previously provided iPads and mounting equipment and replace them with the necessary tablets and cases to run the Ecolane platform.

 - ✓ DoubleMap to provide hardware
 - Mobile Data Terminal
 - ~~iPad Pro - 11 inch~~
 - ✓ Samsung Tab Active 2
 - ✓ Mounting
 - ✓ Standard six inch dash post
 - ✓ Casing
 - ~~Ram mount (iPad)~~
 - ✓ GPS LockBox FlexPro Mount
 - ✓ Wiring

- ✓Cigarette Charger
- ✓Cellular Data
 - County of Livingston to provide
 - ✓Verizon
- ✓Training
 - ~~Webinar~~
 - *Ecolane offers comprehensive training via onsite training as part of their standard offering.*
- ✓Installation
 - ✓DoubleMap to provide

DoubleMap is able to continue providing the below hardware for use with Ecolane URL display

- ✓Digital Signage
 - ✓(2) - 55 inch Industrial LCD Monitor
 - ✓Includes Mounting Bracket
 - County of Livingston to Install
 - ✓Kiosk Mode
 - Kiosk Mode Virtual Training

Features not offered or functionally different within Ecolane:

- **Not offered:** Associate alias locations with stops to help riders identify pick up/drop off locations
- **Not offered:** Honk feature
- **Functionally different:** Points of Interest Platform
 - Admin ability to define:
 - Name
 - Closest nearby stop location for pickup
 - Category
 - Address OR latitude/longitude of location
 - Image
 - Description
 - Provides rider with ability to explore area
 - Can view in list or map format
 - Available as an 'Explore' toggle in app
 - *Ecolane offers a Points of Interest platform that is client specific. Clients (riders) are able to designate popular locations they travel to within their profile for easy access and to provide additional information to drivers/dispatch when they use that location. For example, a client with a wheelchair may indicate their Home as a POI on their profile, and provide additional information for the driver about loading instructions at that location.*

- *Ecolane Points of Interest is not an advertising/exploration mechanism as it is in TapRide.*

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution The Purchase of 53 Remote Network Switches From Logicalis Inc. to Ensure Secure Network Access - Information Technology

WHEREAS, Livingston County has the need to purchase 53 remote network switches as many of the County's current switches are at end of software support and vulnerable to failure; and

WHEREAS, many of the switches in the County's environment are older than 14 years old and are reducing shared network and fiber speeds down to 10 to 100 Megabytes when speeds of 1,000 to 10,000 Megabytes are possible over the County's fiber optic network; and

WHEREAS, the County has had a past precedent of reissuing network switches that were taken out of production due to age and redeploying those switches to other locations to keep costs low, so the "Achilles heal" in this strategy is that the County has ended up with a large number of aged switches that are at critical failure point and could result in extended outages for the remote sites; and

WHEREAS, the Livingston County Information Department has successfully worked with the County's Cisco Partner, Logicalis, and Cisco to put together a replacement proposal for the switches that are beyond their expected lifespan or end of support dates in an amount not to exceed \$172,508; and

WHEREAS, this plan would allow for the purchase of 53 of the switches before the end of the year with an option to purchase the remaining switches at the current locked in discount we have agreed to with Logicalis and Cisco; and

WHEREAS, in compliance with the procurement policy, pricing was obtained utilizing the National Association of State Procurement Officials (NASPO) cooperative contract. The discount off the negotiated Livingston County cooperative discount is 73% off of the standard corporate rate and an 33% off of the governmental contract pricing that will save \$457,246.12 off of the standard pricing; and

WHEREAS, funding for this purchase is being shared among Information Technology, Building Inspection, and previously approved Coronavirus grant funding.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves and authorizes a purchase order to be issued to Logicalis for the purchase of 53 network switches for an amount not to exceed \$172,508.

BE IT FURTHER RESOLVED that 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.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes any budget transfers to effectuate the above.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize the Treasurer to transfer funds in an amount not to exceed \$108,772 from Capital Replacement Fund 403 to Information Technology Fund 636.

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MOVED:
SECONDED:
CARRIED:

Livingston County: Switch Project Only with 3-Year Support Quotation # 2020-100897v2

Prepared By Logicalis for: Livingston County

*To the attention of :
Kris Tobbe
Livingston County
304 E Grand River Ave
Howell, MI 48843-2488
Tel: (517) 540-8803
Email: ktobbe@livgov.com*

October 27, 2020

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	\$148,758.00
Software	\$16,545.82
Hardware Maintenance	\$7,203.76
Grand Total	\$172,507.58

If you're interested in leasing the equipment contained in this Quotation, Logicalis estimates the monthly lease payment to be \$4,380.

This is a budgetary number only based on a 36 month term and subject to credit approval, so please contact your Logicalis Account Executive for full details and a complete leasing quote.

- Payments do not include any applicable sales, rental or use taxes.
- Payments do not include any Logicalis professional services.
- Payments are valid for monthly payment structures only with deferrals 30 days or less.
- Please call for non-monthly payment structures and payment deferrals greater than 30 days.
- All transactions are subject to credit and documentation requirements, review and approval.
- Additional terms may apply.



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com

To address your most pressing challenges during COVID-19, Logicalis has instituted Rapid Deployment Services designed to support your needs to deploy remote workers, maintain security and infrastructure readiness, and provide supplemental IT staff support. All services are designed to be delivered remotely by a Logicalis Engineer. Find out more at <http://bit.ly/3b6Gnnp>



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy. Learn more today at www.us.logicalis.com/logicalis-financial-services/

Livingston County: Switch Project Only with 3-Year Support

Quotation # 2020-100897v2

Customer Name & Address	Logicalis Account Executive
Kris Tobbe Livingston County 304 E Grand River Ave Howell, MI 48843-2488 (517) 540-8803 ktobbe@livgov.com	Lisa Nowak Logicalis Inc. 120 N Washington Square Suite 600 Lansing, MI 48933 +1 5173361052 lisa.nowak@us.logicalis.com
Bill To Address	Ship to Address
Livingston County 304 E Grand River Ave Howell, MI 48843-2488	Livingston County 304 E Grand River Ave Howell, MI 48843-2488

Quotation expiration date: February 24, 2021

This Quotation adheres to the pricing requirements of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum MI #071B4300124 contract.

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Products							
1	1	Catalyst 9300 24-Port Switches	Catalyst 9300 24-Port Switches			Subtotal:	\$17,864.12
2	4	C9300-24T-A	Catalyst 9300 24-port data only; Network Advantage	\$5,031.41	70.00%	\$1,509.42	\$6,037.68
3	4	CON-SNTP-C93002TA	SNTP-24X7X4 Catalyst 9300 24-port data only; Network - 3 Years	\$1,735.17	20.00%	\$1,388.14	\$5,552.56
4	4	C9300-NW-A-24	C9300 Network Advantage; 24-port license	\$0.00	0.00%	\$0.00	\$0.00
5	4	S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	\$0.00	0.00%	\$0.00	\$0.00
6	4	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	\$0.00	0.00%	\$0.00	\$0.00
7	4	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	\$652.28	70.00%	\$195.68	\$782.72
8	8	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	0.00%	\$0.00	\$0.00
9	4	C9300-DNA-A-24	C9300 DNA Advantage; 24-port Term Licenses	\$0.00	0.00%	\$0.00	\$0.00

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
10	4	C9300-DNA-A-24-3Y	C9300 DNA Advantage; 24-Port; 3 Year Term License	\$2,017.04	70.00%	\$605.11	\$2,420.44
11	4	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	0.00%	\$0.00	\$0.00
12	4	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	0.00%	\$0.00	\$0.00
13	4	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$2,558.93	70.00%	\$767.68	\$3,070.72
14	4	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	0.00%	\$0.00	\$0.00
15	4	C9300-SSD-NONE	No SSD Card Selected	\$0.00	0.00%	\$0.00	\$0.00
16	4	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	0.00%	\$0.00	\$0.00
17	4	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	0.00%	\$0.00	\$0.00
18	1	Catalyst 9200 48-Port Switches	Catalyst 9200 48-Port Switches			Subtotal:	\$71,952.78
19	31	C9200-48P-E	Catalyst 9200 48-port PoE +; Network Essentials	\$6,492.65	70.00%	\$1,947.80	\$60,381.80
20	1	CON-SNT-C92048PE	SNTC-8X5XNBD Catalyst 9200 48-port PoE - 3 Years	\$1,398.00	20.00%	\$1,118.40	\$1,118.40
21	31	PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	0.00%	\$0.00	\$0.00
22	31	C9200-NW-E-48	C9200 Network Essentials; 48-port license	\$0.00	0.00%	\$0.00	\$0.00
23	31	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	0.00%	\$0.00	\$0.00
24	31	C9200-DNA-E-48	C9200 Cisco DNA Essentials; 48-Port Term Licenses	\$0.00	0.00%	\$0.00	\$0.00
25	31	C9200-DNA-E-48-3Y	C9200 Cisco DNA Essentials; 48-port - 3 Year Term License	\$1,123.92	70.00%	\$337.18	\$10,452.58
26	31	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	0.00%	\$0.00	\$0.00
27	31	C9200-NM-NONE	No Network Module Selected	\$0.00	0.00%	\$0.00	\$0.00

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
28	1	Catalyst 9200 24-Port Switches	Catalyst 9200 24-Port Switches			Subtotal:	\$22,750.20
29	20	C9200-24P-E	Catalyst 9200 24-port PoE +; Network Essentials	\$3,090.78	70.00%	\$927.23	\$18,544.60
30	1	CON-SNT-C920024P	SNTC-8X5XNBD Catalyst 9200 24-port PoE - 3 Years	\$666.00	20.00%	\$532.80	\$532.80
31	20	PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	0.00%	\$0.00	\$0.00
32	20	C9200-NW-E-24	C9200 Network Essentials; 24-port license	\$0.00	0.00%	\$0.00	\$0.00
33	20	C9200-NM-NONE	No Network Module Selected	\$0.00	0.00%	\$0.00	\$0.00
34	20	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	0.00%	\$0.00	\$0.00
35	20	C9200-DNA-E-24	C9200 Cisco DNA Essentials; 24-Port Term Licenses	\$0.00	0.00%	\$0.00	\$0.00
36	20	C9200-DNA-E-24-3Y	C9200 Cisco DNA Essentials; 24-Port; 3 Year Term License	\$612.14	70.00%	\$183.64	\$3,672.80
37	20	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	0.00%	\$0.00	\$0.00
38	1	Catalyst 9K Switch Accessories	Catalyst 9K Switch Accessories			Subtotal:	\$59,940.48
39	47	C9200-STACK-KIT=	Cisco Catalyst 9200 Stack Module	\$1,316.88	70.00%	\$395.06	\$18,567.82
40	94	C9200-STACK	Catalyst 9200 Stack Module	\$0.00	0.00%	\$0.00	\$0.00
41	47	STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	0.00%	\$0.00	\$0.00
42	6	STACK-T4-1M=	1M Type 4 Stacking Cable	\$200.70	70.00%	\$60.21	\$361.26
43	34	C9200-NM-4X=	Catalyst 9200 4 x 10G Network Module	\$2,007.00	70.00%	\$602.10	\$20,471.40
44	61	SFP-10G-LR-S=	10GBASE-LR SFP Module; Enterprise-Class	\$2,086.00	86.10%	\$290.00	\$17,690.00
45	15	SFP-10G-SR-S=	10GBASE-SR SFP Module; Enterprise-Class	\$730.45	73.99%	\$190.00	\$2,850.00
Products Subtotal							\$172,507.58

Grand Total	
Products Subtotal:	\$172,507.58
Grand Total:	\$172,507.58

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. To the extent applicable, the terms of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum MI #071B4300124 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. To the extent this Quotation includes Cisco Cloud Services, the following link shall apply: www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. "Cisco Cloud Services" shall mean any of the offerings described on the aforementioned link. If Customer does not issue a purchase order to Logicalis or otherwise accept a Logicalis quotation to renew such Cisco Cloud Services, or does not otherwise provide written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Cisco Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefor.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
Livingston County

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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**Livingston County
Information Technology
Department**

Report

To: Livingston County Board of Commissioners, Livingston County Administrator Nathan Burd, Livingston County Chief Financial Officer Cindy Catanach

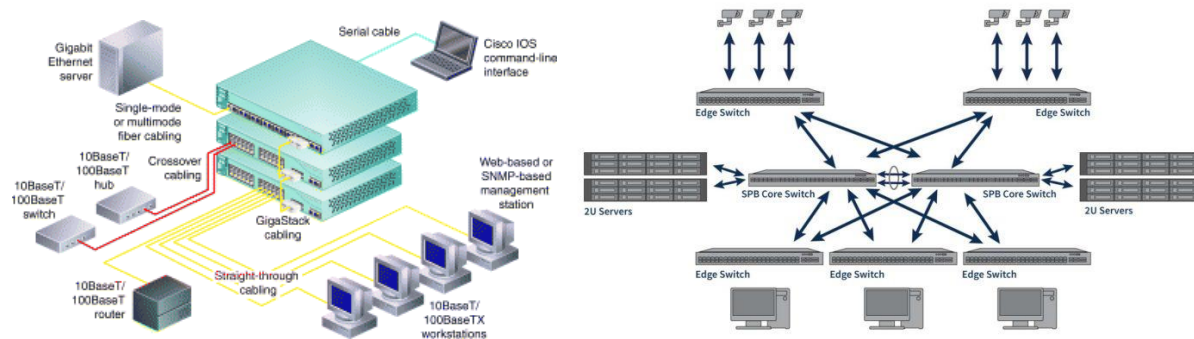
From: Kristoffer Tobbe
Livingston County Chief Information Officer

Date: October 27, 2020

Re: Livingston County Information Technology Department: Network Switch upgrades

Request for approval of the Livingston County Remote Network Switch replacement.

Network switches are the traffic cops of a modern technology network. These switches are positioned in locations that have a number of network technology users in the vicinity. These locations are normally in buildings and can provide secure network access for between 24 and 48 network nodes (Computers, laptops, printer, wireless access points, IP phones, etc.) per switch. Some locations have numerous users and require more than one switch.



The County has had a past precedent of reissuing network switches that were taken out of production due to age and redeploying those switches to other locations to keep costs low. The “Achilles heal” in this strategy is that the organization has ended up with a large number of aged switches that are at critical failure point and could result in extended outages for the remote sites.

In May 2020, the Livingston County Information Technology department began collecting data in a holistic manner on the County’s network equipment and benchmarking the data and information using the enterprise network monitoring system Solarwinds that was approved by the Livingston Board of Commissioners. This resulted in identifying 99 switches within the County’s network. These switches are in every County building with a computer, as well as at our local public safety police & fire stations (which are all on the Livingston County fiber optic network for central public safety reporting and dispatch). Many of these switches are older than fourteen years old and are throttling down respected shared network and fiber speeds down to 10 or 100 Megabytes when speeds of 1000 or 10,000 Megabytes are possible over the County’s fiber optic network. What does this mean...

- This means that County and Public Safety partner technology users are most likely experiencing slower network speeds, lowering productivity and slowing down county systems.
- County and Public safety partners are at high risk of network outages that could result in network outages that could be up to 7 days (depending on distribution channels and configuration complexity)

The general expected lifespan on a network switch is between 7 and 10 years from installation. We have identified 79 network switches that are our most vulnerable to failure with in our network and we should be working to begin replacing these switches over the next year. 16 of these switches were end of software maintenance in 2007 and end of Cisco support in 2011, 33 were end of software support in 2013. The remaining 30 were end of software support in 2014. The switches in question are estimated to have been installed prior to 2006 and 2012.

The Livingston County Information Technology Department has successfully worked with the Counties’ Cisco Partner Logicalis & Cisco to put together a replacement proposal for the 79 switches that are beyond their expected lifespan or end of support dates. This plan would allow for the purchase of 53 of the switches before the end of the year with an option to purchase the remaining switches at the current locked in discount we have agreed to with Logicalis and Cisco. We would be able to utilize the NASPO contract to obtain standardized negotiated governmental pricing, however we have successfully partnered with Cisco and Logicalis to a achieve significant discounts for the County tax payers that are much greater than standard pricing, government pricing and contract pricing.

The discount off the negotiated Livingston County cooperative discount is 73% off of the standard corporate rate and an 33% off of the governmental contract pricing.

The Final pricing is

- \$172,507.58 for the current 2020 year
- \$72,014.15 for the option to purchase the additional hardware before June 30, 2021

This will save our Livingston County Tax payers \$457,246.12 off the standard pricing

Current Purchase

Cost Estimates Cisco Switches			Discounts									
	Quantity		Standard Corporate MSRP	Standard Governmental Contract pricing	\$ Savings Standard Gov Contract pricing	% Savings Standard Gov Contract pricing	Final Negotiated pricing	\$ Savings off MSRP	% Savings off MSRP	\$ Savings off Government Contract	% Savings off Government Contract	Proposed CIP 2021 -2026 Budgeted Amount
Cisco Network Switches		Hardware	\$ 565,596.54	\$ 367,637.75	\$ 197,958.79	35%	\$148,758.00	\$416,838.54	74%	\$218,879.75	60%	Un Budgeted
Cisco Switch DNA Software		Software	\$ 55,152.48	\$ 35,849.11	\$ 19,303.37	35%	\$ 16,545.82	\$ 38,606.66	70%	\$ 19,303.29	54%	Un Budgeted
Cisco Support 3 year agreement		Services	\$ 9,004.68	\$ 7,473.88	\$ 1,530.80	17%	\$ 7,203.76	\$ 1,800.92	20%	\$ 270.12	4%	Un Budgeted
Totals			\$ 629,753.70	\$ 410,960.74	\$ 218,792.96	35%	\$172,507.58	\$457,246.12	73%	\$238,453.16	58%	Un Budgeted

Option to purchase

Cost Estimates Cisco Phone and Switches			Discounts									
	Quantity		Standard Corporate MSRP	Standard Governmental Contract pricing	\$ Savings Standard Gov Contract pricing	% Savings Standard Gov Contract pricing	Final Negotiated pricing	\$ Savings off MSRP	% Savings off MSRP	\$ Savings off Government Contract	% Savings off Government Contract	Proposed CIP 2021 -2026 Budgeted Amount
Phone System Hardware		Hardware	\$ 72,001.00	\$ 46,800.65	\$ 25,200.35	35%	\$ 24,480.50	\$ 47,520.50	66%	\$ 22,320.15	48%	Budgeted
Cisco Network Switches		Software	\$ 256,837.09	\$ 166,944.11	\$ 89,892.98	35%	\$ 72,014.15	\$184,822.94	72%	\$ 94,929.96	57%	Un Budgeted
Cisco Switch DNA Software		Services	\$ 26,462.30	\$ 17,200.00	\$ 9,262.30	35%	\$ 7,938.78	\$ 18,523.52	70%	\$ 9,261.22	54%	Un Budgeted
			\$ 355,300.39	\$ 230,944.76	\$ 124,355.63	35%	\$104,433.43	\$250,866.96	71%	\$126,511.33	55%	

Recommendation

At this time, we are recommending moving forward to take advantage of the aggressive pricing negotiated by the Livingston County Information Technology team, Logicalis, and Cisco Systems and the purchase of the Cisco Network Switches 3 years of support, and components contained in the Logicalis Proposal "Livingston County: Switch Project Only with 3 – Year Support "Quotation # 2020 – 100897v2"" Dated October 27, 2020 with the Option to purchase Logicalis Proposal "Livingston County: Phone & Switch – Optional Components "Quotation # 2020 – 100880v1"" Dated October 26, 2020

Funding recommendation:

We are recommending that:

- \$143,007.58 be spent from the IT departments 2020 747000 budget.
- \$20,500.00 from the Building Department,
- \$9000.00 from the Health Department COVID-19 CARES Act Grant Funding
- \$Total Amount = \$172,507.58

These switches are unbudgeted in the Livingston County Information Technology department 2020 budget,

Through other savings throughout the 2020 year there are funds available in the Departments current year budget, a cost share with the Building Department, and Cares

Act Grant funding. This, will have no negative impact on the general fund and will significantly stabilize, solidify and improve the Livingston Counties Information technology infrastructure.

Funding Breakdown					
Item	Department	Account	Source	Item	Amount
Network Switches	Information Technology	747000	Hardware Budget		\$ 34,235.58
Network Switches	Information Technology		CIP Funds		\$ 108,772.00
Network Switches East Com	Health Dept	22160100-943012 601COVID19-NA-SUPPMAT-943012	Cares Act Funding		\$ 9,000.00
Network Switches East Complex	Building Department		J. Rowell agreed to Fund		\$ 20,500.00
Subtotal					\$ 172,507.58

Finance options

Though our conversations with Logicalis and Cisco we inquired as to finance options, Cisco has put forth a generous 3-year 0% financing option. See below for specifics.

\$166,129.72 / 3 years = \$57,502.53 each year

Year 2021 Payment: \$57,502.53

Year 2022 Payment: \$57,502.53

Year2023 Payment: \$57,502.53

Purchase options	Total Cost	Purchase Outright	Purchase 3 year 0% Cisco Capital (Annual payment)
Network Switches	\$ 172,507.58	\$ 172,507.58	\$ 57,502.53

Option switch purchase

Purchase options	Total Cost	Purchase Outright	Purchase 3 year 0% Cisco Capital (Annual payment)
Network Switches	\$ 96,494.65	\$ 96,494.65	\$ 32,164.88

Livingston County: Phone & Switch - Optional Components Quotation # 2020-100880v1

Prepared By Logicalis for: Livingston County

*To the attention of :
Kris Tobbe
Livingston County
304 E Grand River Ave
Howell, MI 48843-2488
Tel: (517) 540-8803
Email: ktobbe@livgov.com*

October 26, 2020

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	\$96,494.65
Software	\$7,938.78
Grand Total	\$104,433.43

If you're interested in leasing the equipment contained in this Quotation, Logicalis estimates the monthly lease payment to be \$2,652.

This is a budgetary number only based on a 36 month term and subject to credit approval, so please contact your Logicalis Account Executive for full details and a complete leasing quote.

- Payments do not include any applicable sales, rental or use taxes.
- Payments do not include any Logicalis professional services.
- Payments are valid for monthly payment structures only with deferrals 30 days or less.
- Please call for non-monthly payment structures and payment deferrals greater than 30 days.
- All transactions are subject to credit and documentation requirements, review and approval.
- Additional terms may apply.



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com

To address your most pressing challenges during COVID-19, Logicalis has instituted Rapid Deployment Services designed to support your needs to deploy remote workers, maintain security and infrastructure readiness, and provide supplemental IT staff support. All services are designed to be delivered remotely by a Logicalis Engineer. Find out more at <http://bit.ly/3b6Gnzp>



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy. Learn more today at www.us.logicalis.com/logicalis-financial-services/

Livingston County: Phone & Switch - Optional Components

Quotation # 2020-100880v1

Customer Name & Address	Logicalis Account Executive
Kris Tobbe Livingston County 304 E Grand River Ave Howell, MI 48843-2488 (517) 540-8803 ktobbe@livgov.com	Lisa Nowak Logicalis Inc. 120 N Washington Square Suite 600 Lansing, MI 48933 +1 5173361052 lisa.nowak@us.logicalis.com
Bill To Address	Ship to Address
Livingston County 304 E Grand River Ave Howell, MI 48843-2488	Livingston County 304 E Grand River Ave Howell, MI 48843-2488

Quotation expiration date: February 24, 2021

This Quotation adheres to the pricing requirements of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum MI #071B4300124 contract.

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Products							
1	1	Catalyst 9200 48-Port Switches	Catalyst 9200 48-Port Switches			Subtotal:	\$52,554.54
2	23	C9200-48P-E	Catalyst 9200 48-port PoE+; Network Essentials	\$6,492.65	70.00%	\$1,947.80	\$44,799.40
3	23	PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	0.00%	\$0.00	\$0.00
4	23	C9200-NW-E-48	C9200 Network Essentials; 48-port license	\$0.00	0.00%	\$0.00	\$0.00
5	23	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	0.00%	\$0.00	\$0.00
6	23	C9200-DNA-E-48	C9200 Cisco DNA Essentials; 48-Port Term Licenses	\$0.00	0.00%	\$0.00	\$0.00
7	23	C9200-DNA-E-48-3Y	C9200 Cisco DNA Essentials; 48-port - 3 Year Term License	\$1,123.92	70.00%	\$337.18	\$7,755.14
8	23	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	0.00%	\$0.00	\$0.00

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
9	23	C9200-NM-NONE	No Network Module Selected	\$0.00	0.00%	\$0.00	\$0.00
10	1	Catalyst 9200 24-Port Switches	Catalyst 9200 24-Port Switches			Subtotal:	\$9,802.19
11	1	C9200-24P-E	Catalyst 9200 24-port PoE+; Network Essentials	\$3,090.78	70.00%	\$927.23	\$927.23
12	1	PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	0.00%	\$0.00	\$0.00
13	1	C9200-NW-E-24	C9200 Network Essentials; 24-port license	\$0.00	0.00%	\$0.00	\$0.00
14	1	C9200-NM-NONE	No Network Module Selected	\$0.00	0.00%	\$0.00	\$0.00
15	1	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	0.00%	\$0.00	\$0.00
16	1	C9200-DNA-E-24	C9200 Cisco DNA Essentials; 24-Port Term Licenses	\$0.00	0.00%	\$0.00	\$0.00
17	1	C9200-DNA-E-24-3Y	C9200 Cisco DNA Essentials; 24-Port; 3 Year Term License	\$612.14	70.00%	\$183.64	\$183.64
18	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	0.00%	\$0.00	\$0.00
19	22	C9200-STACK-KIT=	Cisco Catalyst 9200 Stack Module	\$1,316.88	70.00%	\$395.06	\$8,691.32
20	44	C9200-STACK	Catalyst 9200 Stack Module	\$0.00	0.00%	\$0.00	\$0.00
21	22	STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	0.00%	\$0.00	\$0.00
22	1	Cataylyst 9200 Network Modules	Cataylyst 9200 Network Modules			Subtotal:	\$13,246.20
23	22	C9200-NM-4X=	Catalyst 9200 4 x 10G Network Module	\$2,007.00	70.00%	\$602.10	\$13,246.20
24	1	Transceivers	Transceivers			Subtotal:	\$4,350.00
25	15	SFP-10G-LR-S=	10GBASE-LR SFP Module; Enterprise-Class	\$2,086.00	86.10%	\$290.00	\$4,350.00
26	1	Cisco Phones	Cisco Phones			Subtotal:	\$24,480.50
27	50	CP-7811-K9=	Cisco UC Phone 7811	\$195.68	66.00%	\$66.53	\$3,326.50
28	100	CP-7821-K9=	Cisco UC Phone 7821	\$255.89	66.00%	\$87.00	\$8,700.00

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
29	100	CP-7841-K9=	Cisco UC Phone 7841	\$366.28	66.00%	\$124.54	\$12,454.00
<i>Products Subtotal</i>							\$104,433.43

Grand Total	
Products Subtotal:	\$104,433.43
Grand Total:	\$104,433.43

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
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3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. To the extent this Quotation includes Cisco Cloud Services, the following link shall apply: www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. "Cisco Cloud Services" shall mean any of the offerings described on the aforementioned link. If Customer does not issue a purchase order to Logicalis or otherwise accept a Logicalis quotation to renew such Cisco Cloud Services, or does not otherwise provide written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Cisco Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefor.

Quotation Acceptance

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Accepted By:
Livingston County

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing The Purchase of an Upgrade and Replacement of the County's Phone System From Logicalis Inc. - Information Technology

WHEREAS, The County's primary phone system is over 16 years old and has been end of life for the past 3 years and is now on the brink of a critical failure and the system must be replaced to maintain basic functionality of our telecommunications system; and

WHEREAS, with every small update or patch to the system, we lose functions and are forced to abandon large blocks of phones, while moving to the most recent software version will cause us to abandon nearly all phones in Livingston County; and

WHEREAS, the benefits of moving to a new telecommunication system include, improved remote worker capacity, increased feature sets for staff and the public, cost return on investment by moving to lower priced fiber optic SIP trunks, increased accessibility to the public, and enhanced call center features for LETS and other departments; and

WHEREAS, this upgrade gives the County greater flexibility during the current pandemic and beyond with the ability to make full calls from laptops, desktops and mobile devices, from the office and beyond all while calling from County phone numbers and extensions; and

WHEREAS, the Livingston County Information Department has successfully worked with the County's Cisco Partner, Logicalis, and Cisco to put together a replacement proposal of the County's phone system in a scaled approach for a cost not to exceed \$126,143; and

WHEREAS, the proposal includes 3 year of maintenance and support, includes phone system hardware, licenses, and update planning, as well as 250 phones and 50 conference phones (of the 750 phones that are currently in circulation) before the end of the year with an option to purchase an additional 250 phones or all remaining phones at the current locked in discount; and

WHEREAS, in compliance with the procurement policy, pricing was obtained utilizing the National Association of State Procurement Officials (NASPO) cooperative contract. The discount off the negotiated Livingston County cooperative discount is 53% off of the standard corporate rate and an 34% off governmental contract pricing, while option price discounts are respectively 66% off standard corporate rates and 48% off governmental contract pricing; and

WHEREAS, a similar upgrade was identified in the 2020 Capital Improvement Plan in the amount of \$56,000; and

WHEREAS, funding for this purchase is being shared among Information Technology and previously approved Health Department Coronavirus grant funding.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves and authorizes a purchase order to be issued to Logicalis for the purchase of an updated phone system for an amount not to exceed \$126,143.

BE IT FURTHER RESOLVED that 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.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes any budget transfers to effectuate the above.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorize the Treasurer to transfer funds in an amount not to exceed \$109,152 from Capital Replacement Fund 403 to Information Technology Fund 636.

#

#

#

MOVED:
SECONDED:
CARRIED:

Livingston County - Call Manager Upgrade - Professional Services

Quotation # 2020-84051v4

Prepared By Logicalis for: Livingston County

*To the attention of :
Kris Tobbe
Livingston County
Information Technology
ADMINISTRATION Bldg
304 E Grand River Ave Ste 101
Howell, MI 48843
Tel: (517) 540-8803
Email: ktobbe@livgov.com*

October 27, 2020

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Professional Services	\$38,387.25



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com

To address your most pressing challenges during COVID-19, Logicalis has instituted Rapid Deployment Services designed to support your needs to deploy remote workers, maintain security and infrastructure readiness, and provide supplemental IT staff support. All services are designed to be delivered remotely by a Logicalis Engineer. Find out more at <http://bit.ly/3b6Gnzp>

Livingston County - Call Manager Upgrade - Professional Services
Quotation # 2020-84051v4

Customer Name & Address	Logicalis Account Executive
Kris Tobbe Livingston County Information Technology ADMINISTRATION Bldg 304 E Grand River Ave Ste 101 Howell, MI 48843 (517) 540-8803 ktobbe@livgov.com	Lisa Nowak Logicalis Inc. 120 N Washington Square Suite 600 Lansing, MI 48933 +1 5173361052 lisa.nowak@us.logicalis.com
Bill To Address	Ship to Address
Livingston County Information Technology ADMINISTRATION Bldg 304 E Grand River Ave Ste 101 Howell, MI 48843	Livingston County Information Technology ADMINISTRATION Bldg 304 E Grand River Ave Ste 101 Howell, MI 48843 ATTN: Kris Tobbe 517-540-8803 ktobbe@livgov.com

Quotation expiration date: December 31, 2020

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Services - Fixed Fee							
1	1	PS	Project Initiation	\$22,180.00	13.46%	\$19,193.63	\$19,193.63
2	1	PS	Project Completion	\$22,180.00	13.46%	\$19,193.63	\$19,193.63
<i>Services Fixed Fee Subtotal</i>							\$38,387.26

Grand Total	
Services Subtotal:	\$38,387.25
Grand Total:	\$38,387.25

Services Statement of Work

Communication & Network Services - Unified Communications Implementation Tasks and Activities

- 1 Plan
 - 1.1 Data Gathering
 - 1.1.1 Emergency Responder ("CER") data gathering including ELIN's, ERL's, etc.
- 2 Implement
 - 2.1 Device Staging
 - 2.1.1 Configure, update IOS and install SRST on (1) voice gateway(s)
 - 2.1.2 Provision (2) PRI's
 - 2.1.3 Install (4) analog stations (FXS Ports)
 - 2.2 Cisco Emergency Responder Implementation
 - 2.2.1 Base CER application installation
 - 2.2.2 Configure (1) ERL/ELIN groups of up to 10 ERL's
 - 2.2.3 Telco coordination and testing of ERL group of up to 10 ERL's

Communication & Network Services - Unified Communications Upgrade Tasks and Activities

- 1 Plan
 - 1.1 Implementation Planning
 - 1.1.1 Gather solution requirements and design for project implementation
 - 1.1.2 Create a high-level timeline
 - 1.1.3 Define implementation details for Cisco IPT implementation
 - 1.1.4 Create a test plan for Cisco IPT implementation
 - 1.1.5 Create a fallback plan for Cisco IPT implementation
 - 1.1.6 Implementation plan creation and technical review
 - 1.1.7 Conduct a Customer review meeting for approval of the implementation plan, test plan and fallback plan
- 2 Upgrade
 - 2.1 Device IOS Upgrades
 - 2.1.1 Multi-step phone firmware upgrade per 250 phones
 - 2.1.2 Document implementation
 - 2.2 Servers
 - 2.2.1 Installation of UCS servers into rack
 - 2.2.2 Installation and configuration of ESXi and CIMC
 - 2.3 Collaboration Manager - In Support
 - 2.3.1 Backup existing environment
 - 2.3.2 Copy MoH and TFTP files off existing server
 - 2.3.3 Install required upgrade cop files
 - 2.3.4 Upgrade publisher to final version
 - 2.3.5 Upgrade of (3) subscribers
 - 2.3.6 Upload MoH and TFTP files to new servers
 - 2.3.7 Obtaining and Installation of licenses
 - 2.3.8 Confirm database replication between publisher and subscriber
 - 2.4 Unity Connection - In Support
 - 2.4.1 Backup existing environment
 - 2.4.2 Install required upgrade cop files
 - 2.4.3 Upgrade Primary to final version
 - 2.4.4 Obtaining and Installation of licenses
 - 2.4.5 Installation of new HA server
 - 2.4.6 Document Implementation

- 2.5 Cisco Instant Messenger and Presence Service
 - 2.5.1 Backup existing environment
 - 2.5.2 Install required upgrade cop files
 - 2.5.3 Upgrade publisher to final version
 - 2.5.4 Configure Jabber profiles in CUCM
 - 2.5.5 Installation of subscriber
- 3 Validate
 - 3.1 System Cutover
 - 3.1.1 System cutover, afterhours
 - 3.1.2 Perform testing following approved test plan
- 4 Support
 - 4.1 Knowledge Transfer
 - 4.1.1 Provide (8) hours of system administrator knowledge transfer
 - 4.2 Support
 - 4.2.1 Provide (8) hours of day one support either onsite or remote

Communication & Network Services - Call Center Tasks and Activities

- 1 Plan
 - 1.1 Data Gathering
 - 1.1.1 Gather solution requirements and design for project implementation
 - 1.1.2 Contact Center Express ("UCCX") data gathering including agent information, supervisors, reporting, number of queues, skills and call flows.
 - 1.2 Implementation Planning
 - 1.2.1 Create a high-level timeline
 - 1.2.2 Implementation plan creation and technical review
 - 1.2.3 Conduct a Customer review meeting for approval of the implementation plan, test plan and fallback plan
 - 1.3 Unified Contact Center Express (UCCX) Implementation
 - 1.3.1 Base UCCX installation and CUCM integration
 - 1.3.2 Configure CTI and IVR Ports
 - 1.3.3 Configuration of (1) user groups, including Supervisors
 - 1.3.4 Configure (1) basic script(s) and queue(s)
 - 1.3.5 Logicalis will provide (1) hours of advanced configuration. Examples of advanced configurations include time of day routing or database queries.
 - 1.3.6 Finesse installation and configuration of up to five Test Users
- 2 Validate
 - 2.1 System Cutover
 - 2.1.1 System cutover, afterhours
 - 2.1.2 Perform testing following approved test plan
- 3 Support
 - 3.1 Training
 - 3.1.1 Basic end user training for (10) users, up to 15 per class

Communication & Network Services - Route / Switch Tasks and Activities

- 1 Plan
 - 1.1 Data Gathering
 - 1.1.1 Gather solution requirements and design for project implementation
 - 1.1.2 Review and validation of the project implementation strategy, documentation and desired outcomes
 - 1.1.3 Data gathering for (1) (ISR4K) integrated services router(s) (ISR)
- 2 Implement
 - 2.1 Integrated Services and Advanced Services Routers

- 2.1.1 Base configuration of (1) (ISR4K) routers per implementation plan
- 3 Upgrade
 - 3.1 Integrated Services and Advanced Services Routers
 - 3.1.1 Firmware upgrade on (6) (2900 Series) router(s)
- 4 Validate
 - 4.1 System Cutover
 - 4.1.1 System cutover, cutover validation and execution of test plan, afterhours

Deliverables

- Implementation Plan
- Device Configuration File
- As Built Document
- As Built document with device configuration files
- Training Material

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Management (Medium Rigor)

Planning

- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
- Supplemental project information management

Execution

- Product tracking, if applicable
- Project status call agenda & notes
- Weekly project status call facilitation
- Weekly project status report, consisting of:
 - 1. Overall Health Status
 - 2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
 - 3. Percentage Complete
 - 4. Project Phase
 - 5. High Level Accomplishments
 - 6. Current Activities / Upcoming Activities
 - 7. Past Due Activities
 - 8. Project Issues
 - 9. Financial & Hours Summary, applicable to T&M projects
- Resource management & allocation
- Project WBS & milestone management
- Project escalations

Monitoring & Controlling

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline & budget monitoring
- Project performance measurement

- Risk monitoring

Closing

- Project closure call
- Project Closure and Acceptance processing

Assumptions / Customer Responsibilities

- Please note that the customer is responsible for the physical racking and cabling of any and all hardware associated with this project.

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Services Sales

1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
2. In the event Customer reschedules delivery of Services within fourteen (14) calendar days of a scheduled delivery date, Logicalis reserves the right to charge Customer \$1600 per day for each scheduled resource, plus any additional travel or other out of pocket expenses incurred as a result of the delay.
3. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
4. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of \$65.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
Livingston County

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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Livingston County: Phone System Upgrade Bill of Materials Quotation # 2020-100893v2

Prepared By Logicalis for:
Livingston County

*To the attention of :
Kris Tobbe
Livingston County
304 E Grand River Ave
Howell, MI 48843-2488
Tel: (517) 540-8803
Email: ktobbe@livgov.com*

October 26, 2020

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	\$67,011.13
Software	\$9,006.50
Hardware Maintenance	\$4,043.98
Software Maintenance	\$9,693.60
Products One Time Discount	-\$2,000.00
Grand Total	\$87,755.21

If you're interested in leasing the equipment contained in this Quotation, Logicalis estimates the monthly lease payment to be \$2,230.

This is a budgetary number only based on a 36 month term and subject to credit approval, so please contact your Logicalis Account Executive for full details and a complete leasing quote.

- Payments do not include any applicable sales, rental or use taxes.
- Payments do not include any Logicalis professional services.
- Payments are valid for monthly payment structures only with deferrals 30 days or less.
- Please call for non-monthly payment structures and payment deferrals greater than 30 days.
- All transactions are subject to credit and documentation requirements, review and approval.
- Additional terms may apply.



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com

To address your most pressing challenges during COVID-19, Logicalis has instituted Rapid Deployment Services designed to support your needs to deploy remote workers, maintain security and infrastructure readiness, and provide supplemental IT staff support. All services are designed to be delivered remotely by a Logicalis Engineer. Find out more at <http://bit.ly/3b6Gnzp>



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company’s goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy. Learn more today at www.us.logicalis.com/logicalis-financial-services/

Livingston County: Phone System Upgrade Bill of Materials

Quotation # 2020-100893v2

Customer Name & Address	Logicalis Account Executive
Kris Tobbe Livingston County 304 E Grand River Ave Howell, MI 48843-2488 (517) 540-8803 ktobbe@livgov.com	Lisa Nowak Logicalis Inc. 120 N Washington Square Suite 600 Lansing, MI 48933 +1 5173361052 lisa.nowak@us.logicalis.com
Bill To Address	Ship to Address
Livingston County 304 E Grand River Ave Howell, MI 48843-2488	Livingston County 304 E Grand River Ave Howell, MI 48843-2488

Quotation expiration date: February 24, 2021

This Quotation adheres to the pricing requirements of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum MI #071B4300124 contract.

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Products							
1	1	Cisco Business Edition 6000H (M5) Appliances	Cisco Business Edition 6000H (M5) Appliances			Subtotal:	\$20,678.04
2	2	BE6H-M5-K9	Cisco Business Edition 6000H (M5) Appliance; Export Restr SW	\$23,676.99	60.13%	\$9,440.00	\$18,880.00
3	2	CON-SNT-BE6HM5K9	SNTC-8X5XNBD Cisco Business Edition 6000H - 3 Years	\$1,123.77	20.00%	\$899.02	\$1,798.04
4	4	BE6K-PSU	Cisco UCS 770W AC Power Supply for Rack Server	\$0.00	0.00%	\$0.00	\$0.00
5	2	BE6H-NIC1	Intel i350 Quad Port 1Gb Adapter	\$0.00	0.00%	\$0.00	\$0.00
6	2	BE6K-RAIDCTRLR	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	0.00%	\$0.00	\$0.00
7	16	BE6K-DISK	300GB 12G SAS 10K RPM SFF HDD	\$0.00	0.00%	\$0.00	\$0.00
8	2	R2XX-RAID5	Enable RAID 5 Setting	\$0.00	0.00%	\$0.00	\$0.00
9	8	BE6K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/ single rank/x4/1.2v	\$0.00	0.00%	\$0.00	\$0.00

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
10	4	BE6K-CPU	2.2 GHz 4114/85W 10C/ 13.75MB Cache/DDR4 2400MHz	\$0.00	0.00%	\$0.00	\$0.00
11	4	CAB-9K12A-NA	Power Cord; 125VAC 13A NEMA 5-15 Plug; North America	\$0.00	0.00%	\$0.00	\$0.00
12	2	VMW-VS6-HYPPLS-K9	Embedded License; Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	\$0.00	0.00%	\$0.00	\$0.00
13	1	Cisco Business Edition 6000H (M5) Appliance	Cisco Business Edition 6000H (M5) Appliance			Subtotal:	\$6,102.71
14	1	BE6M-M5-K9	Cisco Business Edition 6000M (M5) Appliance; Export Restr SW	\$13,042.00	60.13%	\$5,200.00	\$5,200.00
15	1	CON-SNT-BE6MM5K9	SNTC-8X5XNBD Cisco Business Edition 6000M - 3 Years	\$1,128.39	20.00%	\$902.71	\$902.71
16	1	BE6K-PSU	Cisco UCS 770W AC Power Supply for Rack Server	\$0.00	0.00%	\$0.00	\$0.00
17	1	BE6K-RAIDCTRLR	Cisco 12G Modular RAID controller with 2GB cache	\$0.00	0.00%	\$0.00	\$0.00
18	6	BE6K-DISK	300GB 12G SAS 10K RPM SFF HDD	\$0.00	0.00%	\$0.00	\$0.00
19	1	R2XX-RAID5	Enable RAID 5 Setting	\$0.00	0.00%	\$0.00	\$0.00
20	3	BE6K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/ single rank/x4/1.2v	\$0.00	0.00%	\$0.00	\$0.00
21	1	BE6K-CPU	2.2 GHz 4114/85W 10C/ 13.75MB Cache/DDR4 2400MHz	\$0.00	0.00%	\$0.00	\$0.00
22	1	CAB-9K12A-NA	Power Cord; 125VAC 13A NEMA 5-15 Plug; North America	\$0.00	0.00%	\$0.00	\$0.00
23	1	VMW-VS6-HYPPLS-K9	Embedded License; Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)	\$0.00	0.00%	\$0.00	\$0.00
24	1	ISR 4331 UC Bundle	ISR 4331 UC Bundle			Subtotal:	\$5,134.01
25	1	ISR4331-V/K9	Cisco ISR 4331 UC Bundle; PVD4-32; UC License	\$5,854.75	60.13%	\$2,334.29	\$2,334.29

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
26	1	CON-SNT-ISR4331V	SNTC-8X5XNBD Cisco ISR 4331 UC Bundle; PVDM4-32; UC L	\$1,679.04	20.00%	\$1,343.23	\$1,343.23
27	1	SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	\$0.00	0.00%	\$0.00	\$0.00
28	1	SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	\$0.00	0.00%	\$0.00	\$0.00
29	1	PVDM4-32U64	PVDM4 32-channel to 64-channel factory upgrade	\$1,605.60	60.14%	\$639.99	\$639.99
30	1	PWR-4330-AC	AC Power Supply for Cisco ISR 4330	\$0.00	0.00%	\$0.00	\$0.00
31	1	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	\$0.00	0.00%	\$0.00	\$0.00
32	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	\$0.00	0.00%	\$0.00	\$0.00
33	2	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	\$0.00	0.00%	\$0.00	\$0.00
34	1	MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	\$0.00	0.00%	\$0.00	\$0.00
35	1	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900;3900;4400 ISR	\$0.00	0.00%	\$0.00	\$0.00
36	10	CUBE-T-STD	CUBE - 1 Standard Trunk Session License	\$95.00	57.00%	\$40.85	\$408.50
37	10	CON-ECMU-CUBETSTD	SWSS UPGRADES CUBE Standard Trunk Single Session - 1 S	\$51.00	20.00%	\$40.80	\$408.00
38	1	SISR4300UK9-166	Cisco ISR 4300 Series IOS XE Universal	\$0.00	0.00%	\$0.00	\$0.00
39	1	CCX 12.5 New Licenses	Contact Center for LETS			Subtotal:	\$17,883.60
40	1	CCX-125-LIC-K9	CCX 12.5 New Licenses	\$0.00	0.00%	\$0.00	\$0.00
41	10	CCX-125-N-E-LIC	CCX 12.5 ENH Seat Qty 1 LICENSE ONLY	\$1,254.38	60.14%	\$500.00	\$5,000.00
42	10	CON-ECMU-CCX125NL	SWSS UPGRADES CCX 12.5 ENH Seat - 3 Years	\$675.00	20.00%	\$540.00	\$5,400.00
43	1	CCX-125-EHA-LIC	CCX 12.5 ENH HA LICENSE ONLY	\$9,026.48	60.14%	\$3,598.00	\$3,598.00

Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
44	1	CON-ECMU-CCX2H25E	SWSS UPGRADES CCX 12.5 - 3 Years	\$4,857.00	20.00%	\$3,885.60	\$3,885.60
45	1	CCX-125-E-SVR-LIC	CCX 12.5 NEW ENH Server License	\$0.00	0.00%	\$0.00	\$0.00
46	1	CCX-125-PAK	CCX 12.5 autoexpanded PAK	\$0.00	0.00%	\$0.00	\$0.00
47	1	Cisco Phones	Cisco Phones			Subtotal:	\$39,956.85
48	50	CP-7811-K9=	Cisco UC Phone 7811	\$195.68	66.00%	\$66.53	\$3,326.50
49	100	CP-7821-K9=	Cisco UC Phone 7821	\$255.89	66.00%	\$87.00	\$8,700.00
50	100	CP-7841-K9=	Cisco UC Phone 7841	\$366.28	66.00%	\$124.54	\$12,454.00
51	25	CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	\$1,726.02	66.00%	\$586.85	\$14,671.25
52	25	CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	\$0.00	0.00%	\$0.00	\$0.00
53	5	CP-8832-MIC-WIRED=	Cisco 8832 Wired Microphones Kit for Worldwide	\$473.58	66.00%	\$161.02	\$805.10
54	1	Discount Amount	One Time Discount for 2020 EOY Purchase Promotion Expires 12/31/20	\$0.00	0.00%	-\$2,000.00	-\$2,000.00
<i>Products Subtotal</i>							\$87,755.21

Grand Total	
Products Subtotal:	\$87,755.21
Grand Total:	\$87,755.21

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. To the extent applicable, the terms of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum MI #071B4300124 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. To the extent this Quotation includes Cisco Cloud Services, the following link shall apply: www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. "Cisco Cloud Services" shall mean any of the offerings described on the aforementioned link. If Customer does not issue a purchase order to Logicalis or otherwise accept a Logicalis quotation to renew such Cisco Cloud Services, or does not otherwise provide written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Cisco Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefor.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
Livingston County

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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**Livingston County
Information Technology
Department**

Report

To: Livingston County Board of Commissioners, Livingston County Administrator
Nathan Burd, Livingston County Chief Financial Officer Cindy Catanach

From: Kristoffer Tobbe
Livingston County Chief Information Officer

Date: October 27, 2020

Re: Livingston County Information Technology Department: Phone System Upgrade

Request for approval of the Livingston County phone system replacement.

Livingston County's primary phone system is over 16 years old with one server upgrade preformed in 2010 - 2011. The current system has been end of life for the past 3 years and we are now on the brink of a critical point of failure. With every small update or patch to the system, we will lose functions and be forced to abandon large blocks of phones. If we move to the most recent software version, it will cause us to abandon nearly all phones in Livingston County. The system must be replaced to maintain basic functionality of our telecommunications system. This project at normal pricing is budgeted in the proposed 2021 - 2026 Livingston County Capital Improvement Plan at a price of \$285,000 over the next 5 years.

Current Livingston County IP Phones and Devices as of October 2020					
MFG	Phones & devices	Version	End of life version 12.5	End of Live version 14 (release date November 2020)	Total
Cisco	ATA 186		X		12
Cisco	ATA 187		X		1
Cisco	ATA 190			X	6
Cisco	6921		X		6
Cisco	7912		X		225
Cisco	7920		X		1
Cisco	7925			X	4
Cisco	7935		X		2
Cisco	7936			X	2
Cisco	7937			X	9
Cisco	7940			X	144
Cisco	7941			X	8
Cisco	7942			X	64
Cisco	7945			X	77
Cisco	7960			X	90
Cisco	7961			X	5
Cisco	7962			X	6
Cisco	7965			X	20
Cisco	8837			X	5
Cisco	IP Communicator			X	5
Cisco	CTI Port			X	4
	Third Party SIP Device (Basic) 911 Viking				3
Total	Phones and Devices				699

The benefits of moving to a new telecommunication system include, improved remote worker capacity, increased feature sets for staff and the public, cost return on investment by moving to lower priced fiber optic SIP trunks, increased accessibility to the public, and enhanced call center features for LETS and other departments. The general expected lifespan on a phone system is 10 years with hardware components being upgraded or replaced every 5 to 8 years.

This upgrade gives the County greater flexibility during the current pandemic and beyond with the ability to make full calls from laptops, desktops and mobile devices, from the office and beyond all while calling from County phone numbers and extensions. During this cut over we are anticipating that approximately 100 to 200 desk phones will not need replacement as the user will use a computer soft phone and a headset for their primary calling instead of a hard desk phone, saving the County dollars both now and, in the future, while easing use and upgradability.





The Livingston County Information Technology Department has successfully worked with the County's Cisco Partner, Logicalis, and Cisco to put together a replacement proposal for the replacement of the Counties phone system in a scaled approach. This plan would allow for the phone system hardware, licenses, and update planning, as well as 250 phones and 50 conference phones (of the 750 phones that are currently in circulation) before the end of the year with an option to purchase an additional 250 phones or all remaining phones at the current locked in discount. The proposal includes 3 year of maintenance and support. We would be able to utilize the NASPO contract to obtain standardized negotiated governmental pricing, however we have successfully partnered with Cisco and Logicalis to a achieve significant discounts for the County taxpayers that are much greater than standard pricing, government pricing, and contract pricing.

The discount off the negotiated Livingston County cooperative discount is 53% off of the standard corporate rate and an 34% off governmental contract pricing. Option price discounts are respectively 66% off standard corporate rates and 48% off governmental contract pricing

The Final pricing is:

- \$126,142.47 for the current 2020 year
- \$24,480.50 for the option to purchase the additional hardware before June 30, 2021

This will save our Livingston County Taxpayers:

- **Main Project Savings**
 - **\$143,285.51 off the Standard pricing**
 - **\$65,384.68 off of the Government contract**
- **Option Savings**
 - **\$47,520.50 off the Standard pricing**
 - **\$22,320.15 off of the Government contract**
- **Projected Savings from total CIP**
 - **\$285,000 – (\$126,142.47 + \$24,480.50 + \$25,000 contingency) = \$109,377.03**
- **Potential Additional Telco Carrier Savings**
 - **Current Windstream Telco monthly costs \$6,404.10**
 - **Proposed new Windstream Telco monthly costs \$2,500.00**
 - **Potential monthly Savings \$3,904.01**
 - **Potential Annual Savings \$46,849.20**

Current Purchase

Cost Estimates Cisco Phone System												
Cost Estimates Cisco Phone System			Standard Corporate MSRP	Standard Governmental Contract pricing	\$\$ Savings Standard Gov Contract pricing	% Savings Standard Gov Contract pricing	Final Negotiated pricing	\$\$ Savings off MSRP	% Savings off MSRP	\$\$ Savings off Government Contract	% Savings off Government Contract	Proposed CIP 2021 -2026 Budgeted Amount
Phone System Hardware			\$ 179,520.98	\$ 116,688.64	\$ 62,832.34	35%	\$ 62,676.84	\$ 116,844.14	65%	\$ 54,011.80	46%	\$ 285,000.00
Phone System Software			\$ 28,375.03	\$ 18,443.77	\$ 9,931.26	35%	\$ 11,340.79	\$ 17,034.24	60%	\$ 7,102.98	39%	
Phone System Support 3 year agreement			\$ 17,171.97	\$ 14,252.74	\$ 2,919.23	17%	\$ 13,737.58	\$ 3,434.39	20%	\$ 515.16	4%	
Professional Services			\$ 44,360.00	\$ 42,142.00	\$ 2,218.00	5%	\$ 38,387.26	\$ 5,972.74	13%	\$ 3,754.74	9%	
Total			\$ 269,427.98	\$ 191,527.15	\$ 77,900.83	\$ 0.29	\$ 126,142.47	\$ 143,285.51	53%	\$ 65,384.68	34%	

Option to purchase

Cost Estimates Cisco Phone and Switches												
			Discounts									
	Quantity		Standard Corporate MSRP	Standard Governmental Contract pricing	\$\$ Savings Standard Gov Contract pricing	% Savings Standard Gov Contract pricing	Final Negotiated pricing	\$\$ Savings off MSRP	% Savings off MSRP	\$\$ Savings off Government Contract	% Savings off Government Contract	Proposed CIP 2021 -2026 Budgeted Amount
Phone System Hardware		Hardware	72,001.00	\$ 46,800.65	\$ 25,200.35	35%	\$ 24,480.50	\$ 47,520.50	66%	\$ 22,320.15	48%	Budgeted
Cisco Network Switches		Software	\$ 256,837.09	\$ 166,944.11	\$ 89,892.98	35%	\$ 72,014.15	\$ 184,822.94	72%	\$ 94,929.96	57%	Un Budgeted
Cisco Switch DNA Software		Services	\$ 26,462.30	\$ 17,200.00	\$ 9,262.30	35%	\$ 7,938.78	\$ 18,523.52	70%	\$ 9,261.22	54%	Un Budgeted
			\$ 355,300.39	\$ 230,944.76	\$ 124,355.63	35%	\$ 104,433.43	\$ 250,866.96	71%	\$ 126,511.33	55%	

Recommendation

At this time, we are recommending moving forward to take advantage of the aggressive pricing negotiated by the Livingston County Information Technology team, Logicalis, and Cisco Systems and the purchase of the Cisco Phone system with 3 years of Support and maintenance and call manager upgrade professional services contained in the Logicalis Proposals:

- Livingston County: Phone System Upgrade Bill of Materials Quotation # 2020-100893v2
- Livingston County - Call Manager Upgrade – Professional Services Quotation # 2020-84051v4
- Livingston County: Phone & Switch - Optional Components Quotation # 2020-100880v1

Funding recommendation:

We are recommending that:

- \$7,482.13 be spent from the Information Technology department's 2020 747000 budget.
- \$38,207.00 Livingston County Information Technology 2020 819000 account
- \$56,000.00 from LETS for Call manager upgrades for call center functionality
- \$4,753.33 from Livingston County Sheriff's Office CARES Act Funding
- \$4,200.00 from Livingston County Courts CARES Act Funding
- \$5,166.67 from Livingston Count Prosecutors Office CARES Act Funding
- \$10,333.33 from the Health Department COVID-19 CARES Act Grant Funding
- \$Total Amount = \$126,142.46

This phone system funds are unbudgeted in the Livingston County Information Technology department 2020 budget,

Through other savings throughout the 2020 year there are funds available in the Departments current year budget, a cost share with the LETS, Sheriff's Office, Health Department, Prosecutors Office, Courts and Cares Act Grant funding. This, will have no negative impact on the general fund and will significantly stabilize, solidify and improve the Livingston Counties communication technology infrastructure.

Funding Breakdown					
Item	Department	Account	Source	Item	Amount
Phone System	Livingston County Information Technology	747000	Hardware Budget		\$ 7,482.13
Phone System	Livingston County Information Technology	819000	Professional Services		\$ 38,207.00
Phone System	LETS		Budgeted 2020		\$ 56,000.00
Phone System	Livingston County Sheriff's Office		CARES Act Funding		\$ 4,753.33
Phone System	Livingston County Courts		CARES Act Funding		\$ 4,200.00
Phone System	Livingston Count Prosecutors Office		CARES Act Funding		\$ 5,166.67
Phone System	Livingston County Health Department		CARES Act Funding		\$ 10,333.33
Sub-Total					\$ 126,142.46
Option Pricing Extended on additional hardware through 07-01-2021					
			Currently partially funded in 2021 proposed budget		\$ 104,433.43

Finance options

Though our conversations with Logicalis and Cisco we inquired as to finance options, Cisco has put forth a generous 3-year 0% financing option. See below for specifics.

\$126,142.47 / 3 years = \$42,047.49 each year

Year 2021 Payment: \$42,047.49

Year 2022 Payment: \$42,047.49

Year 2023 Payment: \$42,047.49

Purchase options	Total Cost	Purchase Outright	Purchase 3 year 0% Cisco Capital (Annual payment)
Cisco Phone System	\$ 126,142.47	\$ 126,142.47	\$ 42,047.49

Option switch purchase

Purchase options	Total Cost	Purchase Outright	Purchase 3 year 0% Cisco Capital (Annual payment)
Cisco Phone System	\$ 7,938.78	\$ 7,938.78	\$ 2,646.26

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Approving the Interlocal Agreement for Livingston County to Approve the Designated Assessor for the period January 1, 2021 through December 31, 2025 – Equalization

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter “AGREEMENT”) has been executed by the Board of Commissioners for Livingston County, a majority of the Assessing Districts in Livingston County, and the individual put forth as the proposed Designated Assessor. Livingston County and the Assessing Districts are collectively referred to throughout this AGREEMENT as the “Parties.”

RECITALS

WHEREAS, The Assessing Districts are Municipal Corporations located within the County of Livingston, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq.*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an AGREEMENT that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the Assessing Districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Members agree as follows:

BACKGROUND INFORMATION

Livingston County proposes that Edward K. VanderVries (R-7530) serve as the Designated Assessor for the following Assessing Districts within Livingston County: Townships of Conway, Cohoctah, Deerfield, Tyrone, Handy, Howell, Oceola, Hartland, Iosco, Marion, Genoa, Brighton, Unadilla, Putnam, Hamburg, & Green Oak. The Cities of Howell, Brighton, & Fenton. Included as an addendum

to this AGREEMENT are the Livingston County SEV totals by unit, and a listing of the total number of parcels, by classification, within each Assessing District. Once the Designated Assessor process is invoked, the Parties agree that the Designated Assessor will perform the duties associated with being the assessor of record for an Assessing District at a mutually agreeable location. The Parties further agree that specific hours will be negotiated as part of the employment contract to be executed in the event an Assessing District is subject to the Designated Assessor process.

QUALIFICATIONS OF DESIGNATED ASSESSOR

1. Edward K. VanderVries is currently certified as a Michigan Master Assessing Officer (MAAO). Certification number R-7530. Edward K. VanderVries is currently an owner of V&V Assessing LLC.
2. Mr. VanderVries has been the assessor of record for many complex assessing jurisdictions and currently serves in that role for the Cities of Portage, Marshall, & Hart. He also serves in that role for the Townships of Union, Sheridan, Moran, Holton, & Laketon. Mr. VanderVries is also the Equalization Director for Oceana County.
3. There are no known conflicts of interest between the Designated Assessor and Livingston County or any Assessing Districts within the County.

It is understood that the individual identified as the Designated Assessor in this AGREEMENT will, during the length of this agreement, maintain their assessor certification in good standing with the State Tax Commission and when required to serve as the Designated Assessor for an Assessing District in Livingston County shall act as the Assessor of Record for that Assessing District. When acting as the Assessor of Record for an Assessing District, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR

The Designated Assessor, while serving as the assessor of record for an Assessing District within Livingston County will satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Within days of being appointed as the Designated Assessor for an Assessing District, the Designated Assessor shall prepare and transmit to the Assessing District's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the State Tax Commission's audit.

The Parties agree that the Designated Assessor, while serving as the assessor of record for an Assessing District within Livingston County, will:

1. Attendance at Board of Review Meetings

The Designated Assessor, or his designee, shall attend all March, July, and December Board of Review meetings. It is agreed that if an Assessing District does not have an existing resolution allowing for alternative dates for July and December Boards of Review, they will adopt one.

2. Duties and Responsibilities related to Assessment Appeals

The Designated Assessor, or his designee, shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, answering and filing petitions, preparing and submitting evidence and other such information necessary to properly defend such appeal, and he or his designee appearing at all hearings or meetings as may be necessary for defending such appeals. All of the foregoing regarding appeals to the small claims division of the Michigan Tax Tribunal is deemed to be included the services compensated pursuant to the terms and provisions of this agreement.

All other appeals to the Full Claims Division of the Michigan Tax Tribunal, State Tax Commission, or other court, the Assessing District shall obtain competent legal counsel at its expense. If counsel shall desire assistance of the Designated Assessor in the defense of such appeals, additional fees for preparing appraisals, analyses, and/or consultation, shall be reviewed and approved by the Assessing District and agreed upon in a case-by-case basis. The Designated Assessor shall be available to the Assessing District as an expert witness on behalf of the Assessing District in any proceedings. Compensation for travel associated with such proceedings shall be reimbursed by Assessing District.

3. Reporting Requirements and responsibility to meet with local unit officials

On or before December 31 of each year, at the Assessing Districts request, the Designated Assessor shall prepare written recommendations and conclusions regarding the current state of the Assessing Districts Assessment Rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Designated Assessor, should be taken to achieve maximum equity and uniformity in the assessment process and compliance with State Tax Commission guidelines and rules and regulations.

4. Any and all obligations of local unit assessing staff members

If an Assessing Unit employs any certified assessing staff other than the Assessor of Record, those staff members will remain employees of the Assessing District. Those staff members will continue to conduct their duties as they understand them under the supervision of the Designated Assessor. If changes in duties are identified as necessary by the Designated Assessor, those changes will be discussed with the employee and the Assessing District prior to implementation. No existing staff member will be terminated by the Designated Assessor without the prior approval of the Assessing District.

5. Responsibilities of Designated Assessor while not acting as an assessor of record for an Assessing District under this agreement

The Designated Assessor will have no official duties of record pertaining to this agreement until such time as he is appointed the Designated Assessor of Record for an Assessing District under this agreement. Upon their request, the Designated Assessor will meet with an Assessing District to discuss potential solutions of any deficiencies identified by AMAR to avoid any formal action by the State Tax Commission.

6. Requirement to remain certified and in good standing

The Designated Assessor shall maintain his Michigan Master Assessing Officer certification and remain in good standing with the requirements of the State Tax Commission.

7. Non-exclusivity

Nothing in this Agreement prevents or limits the Designated Assessor from serving as the Designated Assessor, Certifying Assessor, Assessor of Record, Equalization Director, or in any other assessing capacity in any City, Township, County, or Assessing District jurisdiction in Michigan.

**DUTIES AND RESPONSIBILITIES OF LIVINGSTON COUNTY AND
ASSESSING DISTRICTS WITHIN LIVINGSTON COUNTY**

The Parties to this AGREEMENT understand and agree that the Assessing Districts identified in this AGREEMENT required to utilize the services of the Designated Assessor will, during and throughout the term of this AGREEMENT, to the following:

1. Access to required documents and information

While under contract with the Designated Assessor, the Assessing District shall provide reasonable access to all assessing records, documents, databases, and information. This shall include remote access to the Assessing District's computer and network resources if available.

2. Policies and procedures

Furnish the Designated Assessor with any applicable local policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the Assessing District's assessor of record including technology, equipment, facilities, personnel, etc. that may apply to him or his designee.

3. Provide any technology, equipment, and workspace

The Assessing District shall provide necessary technology, equipment, and workspace for the Designated Assessor to carry out their requirements under this Agreement.

DESIGNATED ASSESSOR COMPENSATION

The Designated Assessor may charge an Assessing District that is required to contract with the Designated Assessor and that Assessing District shall pay, for the reasonable costs incurred by the Designated Assessor in serving as the Assessing District's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.

1. Fee Structure

Should the Designated Assessor process be invoked, the annual fees for providing oversight, preparation and administration of the annual assessment roll will be based on a per parcel basis with the following fee schedule:

Agricultural Real	\$16.00 per parcel
Commercial Real	\$18.00 per parcel
Industrial Real	\$18.00 per Parcel
Residential Real	\$16.00 per parcel
Other Real	\$16.00 per parcel
Personal Property	\$15.00 per parcel
Special Act Parcels	\$20.00 per parcel

Should the necessity of a re-appraisal be necessary to bring an Assessment District into AMAR compliance the per parcel fee for such service, for real property, is \$80.00 per parcel.

Hourly fee schedule for personnel are as follows:

MMAO Assessor	\$175.00 per Hour
MAAO Assessor	\$100.00 per Hour
MCAO Assessor	\$60.00 per Hour
Support Staff	\$45.00 per Hour

the fees above are for services performed by the Designated Assessor in 2021 and are subject to a 4% increase for subsequent years under this contract.

2. Payment Responsibility

All fees associated with serving as the Designated Assessor shall be paid directly by the Assessing District under contract within 30 days of invoicing.

3. Payment in the event of Death or Disability

In the event of Death or Disability of the Designated Assessor, only compensation for work performed and completed shall be made.

4. Identification of additional Costs

The following items are considered additional costs outside of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office:

- Setting up Tax Database for Tax Collection
- Printing or mailing of Tax Bills

- Printing or mailing of Assessment Change Notices, or Personal Property forms
- Appraisal work for Full Tribunal Appeals
- Expert Testimony

These additional costs shall be the responsibility of the Assessing District.

5. Contractor Relationship

All services provided by the Designated Assessor while under contract with the Assessing District will be further agreed to by contract with the Designated Assessor's company V&V Assessing LLC. V&V Assessing LLC will provide for general liability, workers' comp, professional errors and omissions insurance upon a mutually agreed amount indemnifying the Assessing District. The Designated Assessor is an employee of V&V Assessing LLC and any and all resources of V&V Assessing LLC provided to the Assessing District under this agreement would be further specified by contract subject to the fees and terms specified above.

6. Current V&V Assessing LLC Clients

The need to invoke the Designated Assessor is only necessary if an Assessing District is in substantial non-compliance with AMAR and a corrective action plan is not accepted or approved upon a follow up review. Should these events somehow occur with an existing client of V&V Assessing LLC, at the time of the execution of this agreement, V&V Assessing LLC would waive all costs associated with this agreement.

MISCELLANEOUS

1. Petition to State Tax Commission

Upon the execution of this Interlocal Agreement, the County shall petition the State Tax Commission to approve Edward K. VanderVries MMAO as the County Designated Assessor. The individual shall serve as the County Designated Assessor upon approval of the State Tax Commission. If the State Tax Commission rejects the County's petition, then the parties agree to enter into additional Interlocal agreements under MCL 211.10g(4)(a) until a suitable assessor is presented.

2. Nondiscrimination

The Parties shall adhere to all Federal, State, and local laws, ordinances and regulations prohibiting discrimination in the performance of this Interlocal Agreement. The Parties shall not discriminate against a person to be served or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to a individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this interlocal agreement.

This interlocal agreement shall become effective upon the execution hereof by the parties hereto.

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MOVED:
SECONDED:
FAILED:

Addendum 1

L-4411

2020

DATE: 10/1/2020

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

PAGE: 1 OF 9

REPORT OF TOTAL REAL AND PERSONAL PROPERTY VALUATIONS

(as prepared by the)

LIVINGSTON COUNTY EQUALIZATION DEPARTMENT

ASSESSMENT JURISDICTION	REAL PROP. VALUATIONS		PERS. PROP. VALUATIONS		COMB'D PROP. VALUATIONS	
	←----- ASSESSED	-----→ EQUALIZED	←----- ASSESSED	-----→ EQUALIZED	←----- ASSESSED	-----→ EQUALIZED
<u>TOWNSHIPS:</u>						
CONWAY	175,762,410	175,762,410	4,842,320	4,842,320	180,604,730	180,604,730
COHOCTAH	181,186,200	181,186,200	7,149,300	7,149,300	188,335,500	188,335,500
DEERFIELD	275,509,100	275,509,100	9,514,500	9,514,500	285,023,600	285,023,600
TYRONE	642,426,300	642,426,300	51,239,700	51,239,700	693,666,000	693,666,000
HANDY	378,454,180	378,454,180	26,329,490	26,329,490	404,783,670	404,783,670
HOWELL	448,724,600	448,724,600	50,027,400	50,027,400	498,752,000	498,752,000
OCEOLA	761,041,800	761,041,800	47,515,100	47,515,100	808,556,900	808,556,900
HARTLAND	909,677,300	909,677,300	42,632,000	42,632,000	952,309,300	952,309,300
IOSCO	196,546,600	196,546,600	28,322,020	28,322,020	224,868,620	224,868,620
MARION	661,556,100	661,556,100	32,492,600	32,492,600	694,048,700	694,048,700
GENOA	1,492,009,968	1,492,009,968	64,617,600	64,617,600	1,556,627,568	1,556,627,568
BRIGHTON	1,360,078,500	1,360,078,500	37,578,500	37,578,500	1,397,657,000	1,397,657,000
UNADILLA	181,759,950	181,759,950	7,210,000	7,210,000	188,969,950	188,969,950
PUTNAM	472,422,590	472,422,590	31,875,350	31,875,350	504,297,940	504,297,940
HAMBURG	1,387,575,420	1,387,575,420	25,190,650	25,190,650	1,412,766,070	1,412,766,070
GREEN OAK	<u>1,341,824,300</u>	<u>1,341,824,300</u>	<u>55,092,900</u>	<u>55,092,900</u>	<u>1,396,917,200</u>	<u>1,396,917,200</u>
TOTAL TWPS:	10,866,555,318	10,866,555,318	521,629,430	521,629,430	11,388,184,748	11,388,184,748
<u>CITIES:</u>						
HOWELL	417,786,400	417,786,400	20,890,800	20,890,800	438,677,200	438,677,200
BRIGHTON	591,656,100	591,656,100	30,622,200	30,622,200	622,278,300	622,278,300
FENTON	0	0	0	0	0	0
TOTAL CITIES:	1,009,442,500	1,009,442,500	51,513,000	51,513,000	1,060,955,500	1,060,955,500
TOTAL COUNTY:	11,875,997,818	11,875,997,818	573,142,430	573,142,430	12,449,140,248	12,449,140,248

Addendum 2

L-4411

2020

DATE: 10/1/2020

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

PAGE: 8 OF 9

REPORT OF PARCEL COUNT BY CLASS

(as prepared by the)

LIVINGSTON COUNTY EQUALIZATION DEPARTMENT

ASSESSMENT JURISDICTION	AGR.	COM.	IND.	RES.	DEV.	EXE.	TOTAL REAL	TOTAL PERS.	TOTAL REAL & PERS.
<u>TOWNSHIPS:</u>									
CONWAY	298	2	3	1,531	0	0	1,834	27	1,861
COHOCTAH	195	24	18	1,671	0	0	1,908	70	1,978
DEERFIELD	222	7	42	1,882	0	0	2,153	62	2,215
TYRONE	29	52	36	4,190	10	0	4,317	76	4,393
HANDY	200	224	75	3,027	0	0	3,528	332	3,858
HOWELL	106	155	73	3,280	0	0	3,614	368	3,982
OCEOLA	111	63	12	5,573	0	0	5,759	146	5,905
HARTLAND	81	252	26	5,437	10	0	5,806	365	6,171
IOSCO	250	7	4	1,789	0	0	2,050	46	2,096
MARION	93	48	11	5,225	0	0	5,377	140	5,517
GENOA	50	378	84	7,678	0	0	8,190	753	8,943
BRIGHTON	1	437	52	7,737	0	0	8,227	906	9,133
UNADILLA	144	41	4	1,954	0	0	2,143	81	2,224
PUTNAM	74	134	18	3,788	0	0	4,014	220	4,234
HAMBURG	9	132	27	10,062	0	0	10,230	255	10,485
GREEN OAK	<u>8</u>	<u>253</u>	<u>144</u>	<u>7,557</u>	<u>0</u>	<u>0</u>	<u>7,962</u>	<u>715</u>	<u>8,677</u>
TOTAL TWP:	1,871	2,209	629	72,381	20	0	77,110	4,562	81,672
<u>CITIES:</u>									
HOWELL	0	364	31	2,693	0	0	3,088	513	3,601
BRIGHTON	0	293	54	3,023	0	130	3,500	818	4,318
FENTON	0	0	0	0	0	1	<u>1</u>	0	<u>1</u>
TOTAL CITIES:	0	657	85	5,716	0	131	6,589	1,331	7,920
COUNTY TOTAL:	1,871	2,866	714	78,097	20	131	83,699	5,893	89,592

SIGNATURES

LIVINGSTON COUNTY BOARD CHAIR:

Date

ASSESSING DISTRICT REPRESENTATIVES:

CONWAY TOWNSHIP

CONWAY TOWNSHIP REPRESENTATIVE

Date

COHOCTAH TOWNSHIP

COHOCTAH TOWNSHIP REPRESENTATIVE

Date

DEERFIELD TOWNSHIP

DEERFIELD TOWNSHIP REPRESENTATIVE

Date

TYRONE TOWNSHIP

TYRONE TOWNSHIP REPRESENTATIVE

Date

HANDY TOWNSHIP

HANDY TOWNSHIP REPRESENTATIVE

Date

HOWELL TOWNSHIP

HOWELL TOWNSHIP REPRESENTATIVE

Date

OCEOLA TOWNSHIP

OCEOLA TOWNSHIP REPRESENTATIVE

Date

HARTLAND TOWNSHIP

HARTLAND TOWNSHIP REPRESENTATIVE

Date

IOSCO TOWNSHIP

IOSCO TOWNSHIP REPRESENTATIVE

Date

MARION TOWNSHIP

MARION TOWNSHIP REPRESENTATIVE

Date

GENOA TOWNSHIP

GENOA TOWNSHIP REPRESENTATIVE

Date

BRIGHTON TOWNSHIP

BRIGHTON TOWNSHIP REPRESENTATIVE

Date

UNADILLA TOWNSHIP

UNADILLA TOWNSHIP REPRESENTATIVE

Date

PUTNAM TOWNSHIP

PUTNAM TOWNSHIP REPRESENTATIVE

Date

HAMBURG TOWNSHIP

HAMBURG TOWNSHIP REPRESENTATIVE

Date

GREEN OAK TOWNSHIP

GREEN OAK TOWNSHIP REPRESENTATIVE

Date

HOWELL CITY

HOWELL CITY REPRESENTATIVE

Date

BRIGHTON CITY

BRIGHTON CITY REPRESENTATIVE

Date

FENTON CITY

FENTON CITY REPRESENTATIVE

Date

DESIGNATED COUNTY ASSESSOR

EDWARD K. VANDERVRIES, MMAO

Date



Memorandum

To: Livingston County Board of Commissioners
From: Sue Bostwick
Date: 10/28/2020
Re: Designated Assessor

P. A. 660 is legislation to standardize some of the assessing practices and to have an avenue to help the local units correct any deficiencies that have come up. It will use the current standard for auditing each unit, this is known as the AMAR (Audit of Minimum Assessing Requirements). Should the local unit fail any part of the audit they become non-compliant. They will submit a corrective action plan to the State Tax Commission, they will be given one year to correct the deficiencies. If they don't correct the deficiency they become substantially non-compliant. The local unit will have three choices, they can hire a new assessor (they must be a MAAO 3, or MMAO 4), have the STC take jurisdiction of the roll, or use the designated assessor who is under an intergovernmental agreement with the County and a majority of the local units to correct the deficiencies.

The person I recommend for the position of Designated Assessor for Livingston County is Edward VanDerVries. Ed is a MMAO (4). Currently he is the Equalization Director of Oceana County, he also is the assessor of record for several units. He is AMAR compliant and is always willing to help anyone who asks. He is also an instructor for the STC. The costs of services to the local unit are similar to the cost of other counties, with the exception Ed is not charging a retainer fee to either the County or the Local Units. This is a five year contract that will remain in place until a local unit needs help getting compliant under the terms of this legislation. This is not for routine assessing.

Should you have any questions please let me know.