



# Livingston County Board of Commissioners

## Meeting Agenda

February 26, 2024, 6:00 p.m.

Hybrid In-Person and Virtual Meeting

304 E. Grand River Ave., Board Chambers, Howell, Michigan

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

<https://us02web.zoom.us/j/3997000062>

*"The mission of Livingston County is to be an effective and efficient steward in delivering services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County."*

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### Pages

1. Call Meeting to Order
2. Moment of Prayer
3. Pledge of Allegiance to the Flag
4. Roll Call  
Jay Drick - Chairman, Nick Fiani - Vice Chairman, Douglas Helzerman, Dave Domas, Frank Sample, Wes Nakagiri, Roger Deaton, Martin Smith, Jay Gross
5. Approval of Agenda
6. Correspondence
7. Call to the Public
8. Approval of Minutes
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Resolution Authorizing the Purchase of Capital Asset Management and

Work Order Software – Facility Services

- |    |   |                  |    |
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| c. | <b>2024-02-016</b><br>Resolution Authorizing the 2024 Software and Maintenance Services Renewal with Central Square to Provide Software Support and Maintenance Services –Information Technology  | Kristoffer Tobbe | 61 |
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| f. | <b>2024-02-019</b><br>Resolution Approving an Appointment to the Area Agency on Aging 1-B (AAA 1-B) Board of Directors – Board of Commissioners   | Jay Drick        | 76 |
| g. | <b>2024-02-020 (Roll Call Vote)</b><br>Resolution Authorizing the Continuation of ARPA Pre-Pandemic Level Staffing (PPLEV) for the First Quarter of 2024 and Several County Government Services Projects be Charged Against the \$10,000,000 Revenue Loss Allocation of the County’s American Rescue Plan Act (ARPA) Funding – Administration | Cindy Arbanas    | 77 |
| h. | <b>2024-02-021</b><br>Resolution Authorizing an Additional 2024 Vehicle Lease for EMS – Car Pool  | Greg Kellogg     | 79 |
| i. | <b>2024-02-022</b><br>Resolution Authorizing an Insulin Pricing Litigation Services Agreement – County Administration   | Nathan Burd      | 94 |
12. **Accounts Payable Reports**
- a. **Claims dated: February 26, 2024**
  - b. **Payables dated: February 3 through February 16, 2024**
13. **Call to the Public**
14. **Closed Sessions**
- Discuss Pending Litigation: [MCL 15.268(e)]
- 1. Good v David Reader 23-32112-NZ;
  - 2. Griswold v Sheriff’s Office & Deputies 22-cv-10980;
  - 3. Murphy v Melton 23-cv-12390;
  - 4. Ross v Sheriff (Larry) Murphy 23-cv-12711;
15. **Adjournment**



## Livingston County Board of Commissioners

### Meeting Minutes

January 29, 2024, 6:00 p.m.  
Hybrid In-Person and Virtual Meeting  
304 E. Grand River Ave., Board Chambers, Howell, Michigan  
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC  
<https://us02web.zoom.us/j/3997000062>

Members Present: Jay Drick - Chairman, Douglas Helzerman, David Domas, Frank Sample, Wes Nakagiri, Roger Deaton, Martin Smith, Nick Fiani, Jay Gross

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#### 1. Call Meeting to Order

The meeting was called to order by Chairman Jay Drick at 6:00 p.m.

#### 2. Moment of Prayer

#### 3. Pledge of Allegiance to the Flag

All rose for the Pledge of Allegiance to the Flag of the United States of America.

#### 4. Roll Call

Jay Drick - Chairman, Nick Fiani - Vice Chairman, Douglas Helzerman, Dave Domas, Frank Sample, Wes Nakagiri, Roger Deaton, Martin Smith, Jay Gross

Roll call by the Deputy Clerk indicated the presence of a quorum.

#### 5. Approval of Agenda

Motion to approve the agenda as presented.

It was moved by D. Helzerman  
Seconded by R. Deaton

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

#### 6. Correspondence

None.

#### 7. Call to the Public

The following people addressed the Board: Ella Nikitin, Hartland Township and Chuck Wright, Handy Township.

**8. Approval of Minutes**

**8.a Meeting Minutes dated: January 8, 2024**

Motion to approve the Minutes as presented.

It was moved by F. Sample  
Seconded by N. Fiani

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**9. Tabled Items From Previous Meetings**

None.

**10. Reports**

Commissioner Gross encouraged the Board to attend the Human Services Collaborative Body's Annual Meeting at Livingston Educational Service Agency on February 16 from 8 a.m. to 10 a.m.

**11. Resolutions for Consideration**

**11.a 2024-01-004**

Resolution Approving an Appointment to the Livingston County Parks & Open Space Advisory Committee – Board of Commissioners

Motion to adopt the Resolution.

It was moved by D. Domas  
Seconded by R. Deaton

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**11.b 2024-01-005**

Resolution Approving Appointments to the Livingston County Foundation Board of Directors - Board of Commissioners

J. Gross nominates Dale Brewer to be appointed.  
Seconded by R. Deaton

W. Nakagiri nominates Sam Theis to be appointed.  
Seconded by M. Smith.

Discussion.

Motion to adopt the Resolution appointing Dale Brewer and Sam Theis to the Livingston County Foundation Board of Directors.

It was moved by J. Gross  
Seconded by F. Sample

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**11.c 2023-01-006**

Resolution Authorizing the Board Chair to Sign a Letter of Understanding Regarding Paramedic Licensure - Emergency Medical Services

Motion to adopt the Resolution.

It was moved by D. Domas  
Seconded by R. Deaton

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**11.d 2024-01-007 (Roll Call Vote)**

Resolution Authorizing the Purchase of Four (4) Ambulance Remounts - Emergency Medical Services

Motion to adopt the Resolution.

It was moved by D. Helzerman  
Seconded by R. Deaton

Discussion.

Roll Call Vote: Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**11.e 2024-01-008**

Resolution Authorizing an Amendment to the Agreement with Cohl, Stoker & Toskey, P.C., to Provide Legal Services to Livingston County – County Administration

Motion to adopt the Resolution.

It was moved by J. Gross  
Seconded by R. Deaton

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**11.f 2024-01-009 (Roll Call Vote)**

Resolution Authorizing the Feeding the Needy of Livingston County Project and the Distribution of American Rescue Plan Act (ARPA) Funding – Board of Commissioners

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

It was moved by N. Fiani  
Seconded by F. Sample

Roll Call Vote: Yes (9): N. Fiani, J. Gross, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, and M. Smith; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**11.g 2024-01-010**

Resolution Authorizing an Expenditure in Excess of \$10,000 for Repairs to the Thompson Lake Dam and Modification of Log Gate Mechanism – Drain Commissioner

Motion to adopt the Resolution.

It was moved by D. Helzerman  
Seconded by R. Deaton

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9 to 0)**

**11.h 2024-01-011 (Roll Call Vote)**

Resolution to Accept Funding to Support an In-Home WIC Nursing Program from the Region 9 Perinatal Collaborative through the Michigan Department of Health and Human Services – Health Department

Motion to adopt the Resolution.

It was moved by J. Gross  
Seconded by D. Domas

Motion to amend by adding:

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

It was moved by N. Fiani  
Seconded by D. Helzerman

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

Discussion.

Motion to adopt the amended Resolution.

It was moved by J. Gross  
Seconded by D. Domas

Roll Call Vote: Yes (9): J. Gross, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and N. Fiani; No (0): None; Absent (0): None.

**Amended Motion Carried (9-0-0)**

**11.i 2024-01-012 (Roll Call Vote)**

Resolution to Accept funding to Support a Breast-Feeding Supply Stock Program from the Region 9 Perinatal Collaborative through the Michigan Department of Health and Human Services – Health Department

Motion to adopt the Resolution.

It was moved by D. Domas  
Seconded by R. Deaton

Motion to amend by adding:

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

It was moved by N. Fiani  
Seconded by D. Helzerman

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

Motion to adopt the amended Resolution.

It was moved by D. Domas  
Seconded by R. Deaton

Roll Call Vote: Yes (9): D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, J. Gross, and D. Helzerman; No (0): None; Absent (0): None.

**Amended Motion Carried (9-0-0)**

**11.j 2024-01-013**

Resolution to Reconsider and Amend Resolution 2024-01-003 Adopting the Rules of the Livingston County Board of Commissioners and to Establish Meeting Dates for 2024 – Board of Commissioners

Motion to adopt the Resolution.

It was moved by R. Deaton  
Seconded by W. Nakagiri

Discussion.

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**12. Accounts Payable Reports**

**12.a Claims dated: January 29, 2024**

**12.b Payables dated: December 18, 2023 through January 19, 2024**

Motion to approve the Claims Report and Payables Report as presented.

It was moved by: J. Gross  
Seconded by: M. Smith

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**13. Call to the Public**

No response.

**14. Closed Sessions**

Motion to convene a Closed Session at 6:49 p.m. for the purpose of:

1. Discuss Pending Litigation: Howard v Livingston County, 2:20-cv-11236 [MCL 15.268(e)]
2. Discuss Pending Litigation: Case No. 23-31864-CK [MCL 15.268(e)]
3. Discuss Written Legal Opinion: [MCL 15.268(h)].

It was moved by J. Gross  
Seconded by R. Deaton

Roll Call Vote: Yes (9): J. Gross, D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, and N. Fiani; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**



Motion to return to Open Session at 8:15 p.m.

It was moved by N. Fiani  
Seconded by R. Deaton

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

Motion to accept the County Attorney's recommendation to proceed in Howard v. Livingston County, 2:20-cv-11236.

It was moved by N. Fiani  
Seconded by D. Helzerman

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

**15. Adjournment**

Motion to adjourn the meeting at 8:17 p.m.

It was moved by D. Helzerman  
Seconded by W. Nakagiri

Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None.

**Motion Carried (9-0-0)**

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William Mitch, Deputy County Clerk



## Livingston County Board of Commissioners

### Meeting Minutes

February 12, 2024

7:30 p.m. or immediately following the Finance & Asset Management Committee meeting, whichever is sooner.

Hybrid In-Person and Virtual Meeting

304 E. Grand River Ave., Board Chambers, Howell, Michigan

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

<https://us02web.zoom.us/j/3997000062>

Members Present: Jay Drick, Douglas Helzerman, Frank Sample, Wes Nakagiri, Roger Deaton, Martin Smith, Nick Fiani, Jay Gross

Member Absent: David Domas

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#### 1. Call Meeting to Order

The meeting was called to order by Chairman Jay Drick at 7:00 p.m.

#### 2. Roll Call

Roll call by the Clerk indicated the presence of a quorum.

#### 3. Call to the Public

None.

#### 4. Approval of Agenda

Motion to approve the agenda as presented.

It was moved by N. Fiani  
Seconded by W. Nakagiri

Yes (8): D. Helzerman, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (1): D. Domas

**Motion Carried (8-0-1)**

#### 5. Accounts Payable Reports

5.a Claims dated: February 12, 2024

5.b Payables dated: December 20, 2023 through February 2, 2024

Motion to approve the Claims Report and Payables Report as presented.

Moved by J. Gross  
Seconded by F. Sample

Yes (8): D. Helzerman, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani,  
and J. Gross; No (0): None; Absent (1): D. Domas

**Motion Carried (8-0-1)**

**6. Call to the Public**

None.

**7. Adjournment**

Motion to adjourn the meeting at 7:03 p.m.

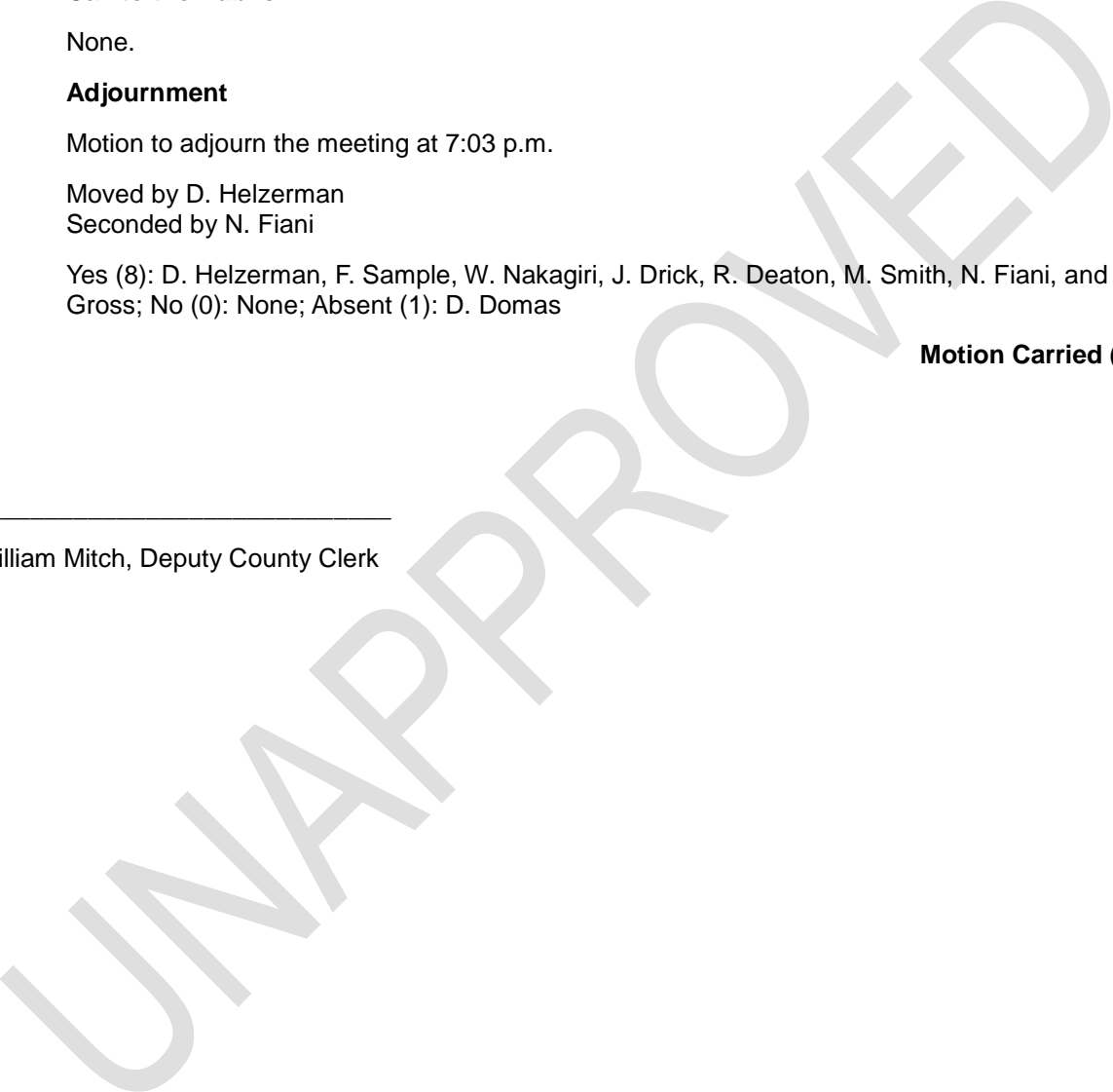
Moved by D. Helzerman  
Seconded by N. Fiani

Yes (8): D. Helzerman, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J.  
Gross; No (0): None; Absent (1): D. Domas

**Motion Carried (8-0-1)**

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William Mitch, Deputy County Clerk



RESOLUTION

NO: 2024-02-014

LIVINGSTON COUNTY

DATE: February 26, 2024

**Resolution Authorizing the Transfer of Funds from the EMS Operating Fund to the EMS Capital Replacement Fund – Emergency Medical Services**

**WHEREAS,** The EMS department established a Capital Replacement fund specific for EMS capital purchases; and

**WHEREAS,** The EMS department has been building up reserves in its Operating Budget each year for the purpose of transferring those funds to the EMS Capital Replacement Fund; and

**WHEREAS,** The EMS department included in the approved 2024 County Budget, a transfer from the EMS Operating Fund to the EMS Capital Replacement Fund in the amount of \$1 million, but the budget resolution left out specific language that allows the actual transfer of funds: and

**WHEREAS,** The EMS department has recently approved capital expenses that will be paid out of the EMS Capital Replacement fund; and

**WHEREAS,** The Capital Replacement fund must have sufficient funds to cover these expenses and requires this transfer.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners hereby authorizes the Livingston County Treasurer to transfer (\$1,000,000) one million dollars from Fund 210 EMS Operating Fund to Fund 410 Capital Replacement Fund for the purpose of EMS Capital Replacement.

# # #

**MOVED:  
SECONDED:  
CARRIED:**

RESOLUTION

NO: 2024-02-015

LIVINGSTON COUNTY

DATE: February 26, 2024

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## **Resolution Authorizing the Purchase of Capital Asset Management and Work Order Software – Facility Services**

**WHEREAS,** Livingston County’s facility capital asset portfolio is substantial in both quantity and monetary value; and

**WHEREAS,** Livingston County has a vested interest in maintaining facility capital assets in a manner that will ensure the long-term health of said assets and reduce wasteful repair and replacement costs; and

**WHEREAS,** a comprehensive inventory and assessment of these facility assets is critical to its preservation; and

**WHEREAS,** software exists that will centralize, analyze, and track, asset health and maintenance history as well as assist in the creation of a facility capital asset maintenance and replacement program; and

**WHEREAS,** Livingston County’s Facility Services Department has a need and a desire to modernize its approach to asset management, work order management, and maintenance tracking for the myriad assets it is charged to maintain; and

**WHEREAS,** the Facility Services Department has selected a vendor who provides the requisite services in alignment with industry standards; and

**WHEREAS,** a capital expenditure for this purpose not to exceed \$95,000 was included in the Capital Improvement Plan and appropriated for fiscal year 2024 via resolution 2023-12-194; and

**WHEREAS,** a competitively bid cooperative contract with Brightly Software, Inc is being utilized ensuring competitive pricing for the services required; and

**WHEREAS,** Facility Services sought the counsel of the Information Technology Department and the Fiscal Services Department to ensure the project was properly vetted.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the purchase of a Capital Asset Management and Work Order software from Brightly Software, Inc. that includes an initial purchase and 3 years of licenses in an amount not to exceed \$209,371.80...

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby authorizes \$95,000 to be paid from F403 Capital Improvement with the balance being paid from F636 Facility Services.

**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.

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

# # #

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



# Livingston County

## Facility Services Department

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### Memo

**DATE:** 2/5/24  
**TO:** General Government & Health and Human Services Committee (GGHHS)  
**FROM:** James P. Gallagher  
**RE:** Resolution to purchase Budgeted CIP item FY 2024

Maintaining several hundred, or even thousands of individual assets can be challenging. One of those challenges is the loss of institutional knowledge when a long-time employee leaves employment with the County. Another challenge is documenting work history and having date driven decisions for when to repair or replace an asset. The Board of Commissioners in years past, as well as the County's Administration has expressed an interest in the creation of a formal strategy for capital improvements. The Facility Services Department also desires to modernize how we document and track work on the many assets in the County's portfolio.

We currently lack key performance indicators (KPIs) for asset health, work order data, asset history etc. Such is the hardship of relying on paper files that are often lost, incomplete, and not searchable. Brightly is a company recently purchased by technology behemoth Siemens. Their Computerized Maintenance Management System (commonly abbreviated as CMMS in the industry) is able to bring the department into the 21<sup>st</sup> century. They offer a full suite of capabilities that includes collecting financial and mechanical KPIs, Capital Asset Replacement Programs and financial forecasting, work order management among other abilities.

The Facility Services Department spent a significant amount of time in 2023 investigating several company's solutions in the CMMS realm, including a site visit to Macomb County to discuss the Brightly software with their team and learn how it is being used and received in a real-world setting. The culmination of our investigative efforts has resulted in our opinion that the offering from Brightly is a feature-rich industry standard set of tools that will enable the department to fulfill the Board's and Administration's desires to be forward looking and proactive about long term asset replacement schedules, and capital asset management generally.

The budgeted appropriation via resolution 2023-12-194 is \$95,000. The total purchase price of Phase I implementation is \$91,232.25. This software as a service model does have an annual subscription component, year two of which will begin January 2025 and cost \$29,952.30 and increase annually at a below industry standard of 3%. Phase II will begin January 2025 with a one-time implementation costing roughly \$25,560.

Respectfully Submitted,

*James P. Gallagher*

James P. Gallagher  
Deputy Director – Facility Services



## **PREPARED FOR**

Livingston County ("Subscriber")  
304 E Grand River Ave  
Howell, MI 48843

## **PREPARED BY**

Brightly Software Inc ("Company")  
11000 Regency Parkway, Suite 300  
Cary, NC 27518

**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

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## **PUBLISHED ON**

January 18, 2024





Q-391013

Subscription Term: 12 months (01/01/2025 - 12/31/2025)

<b>Professional Services</b>		
<b>Item</b>	<b>Pricing Based On</b>	<b>Investment</b>
Capital Predictor Enterprise Implementation	One-Time	25,560.00 USD
		<b>Subtotal:</b> 25,560.00 USD
<b>Total Initial Investment</b>		<b>25,560.00 USD</b>



# Predictor Enterprise Implementation and Training - Statement of Work

## Package 2

### Purpose

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a first-generation lifecycle model\* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

### Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

\*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual decision-making purposes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):



## **Methodology and Approach**

### **Task 1: Pre-Workshop Kick-Off Meeting and Preparation**

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

#### **Sub-Task 1.1: Kick-Off Meeting**

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

#### **Sub-Task 1.2: Pre-Workshop Preparation**

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.

#### **Client Responsibilities**

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that



participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.

3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

### **Deliverables**

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

### **Task 2: Lifecycle Model Training and Model Building Workshop [Remote Task: Three-day duration]**

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

Workshop Session 1: (3 hours)

Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager

Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

1. Introductions and goal review;
2. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;
3. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;



4. Integration with GIS;
5. Reporting methods.

## 2. Lifecycle Model Development and Training for Asset Group 1

Workshop Session 2: (3 hours)

Workshop Session 3: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
  - i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
  - j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- k. Data acquisition from a Feature Service on ArcGIS Online
  - l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed. Some modifications can be made in the workshop.
- m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- n. Predictor Enterprise Reports
- o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class



### 3. Wrap Up

Workshop Session 4: (3 hours)

Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

#### **Client Responsibilities**

1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

#### **Deliverables**

1. Copies of presentation material.
2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.
3. First-generation Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

#### **Task 3: Post Workshop Training and Support**

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the first-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models,



reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.

3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

### **Project Assumptions**

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

### **Excluded from Services**

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.



### Milestone Billing - Invoice Schedule

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met. Below is the schedule for the billing milestones and the related percentage.

<b>Predictor Enterprise Model Development Milestones</b>	<b>Description</b>	<b>Percentage</b>
<b>Kickoff and Data Gathering</b>	Kickoff meeting and initial model preparation (Task 1)	50%
<b>Workshop Sessions and Wrap Up</b>	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%





### **Order terms**

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

### **Additional information**



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-391013 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

# Brightly Illuminate

## **Illuminate: Bringing the best Ideas to Light**

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11<sup>th</sup>-14<sup>th</sup>. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

**Enlighten** Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

## **Envision**

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

## **Engage**

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

**The Brightly Bundle includes meals, a 4-night hotel stay and tuition.** Registration is open beginning October 1<sup>st</sup>, 2023 through March 8<sup>th</sup>, 2024.





# Signature

Presented to:

Q-391013

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**



## **PREPARED FOR**

Livingston County ("Subscriber")  
304 E Grand River Ave  
Howell, MI 48843

## **PREPARED BY**

Brightly Software Inc ("Company")  
11000 Regency Parkway, Suite 300  
Cary, NC 27518

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## **PUBLISHED ON**

January 18, 2024



Q-357629

Sourcewell/NJPA purchasing contract

- <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

**Subscription Term: 46 months (03/01/2024 - 12/31/2027)**

**\*\*\*PLEASE NOTE THAT TRAINING FOR THE CAPITAL PREDICTOR TOOL WILL BE A SEPARATE PROPOSAL THAT IS TO BE EXECUTED IN JANUARY OF 2025 FOLLOWING FCA AND SOFTWARE SET UP.**

<b>Cloud Services</b>				
<b>Item</b>	<b>Start Date</b>	<b>End Date</b>	<b>Pricing Based On</b>	<b>Investment</b>
Asset Essentials Enterprise	3/1/2024	12/31/2024	470,558.00 Sq. Ft.	16,991.58 USD
- Facilities/Physical Plant Module	3/1/2024	12/31/2024		Included
- AE Safety	3/1/2024	12/31/2024		Included
- Asset Essentials Inventory	3/1/2024	12/31/2024		Included
- Dude Analytics	3/1/2024	12/31/2024		Included
- Predictor Facilities/Physical Plant	3/1/2024	12/31/2024		Included
Capital Predictor Enterprise	3/1/2024	12/31/2024	470,000.00 Sq. Ft.	7,241.67 USD
4.0 Month(s) included at no additional cost on the first term 03/01/2024 - 06/28/2024				-9,503.24 USD
			<b>Subtotal:</b>	14,730.01 USD



<b>Professional Services</b>		
<b>Item</b>	<b>Pricing Based On</b>	<b>Investment</b>
Correctional Facility Adder	107,558.00 Sq. Ft.	3,442.93 USD
PM Schedule Creation	470,558.00 Sq. Ft.	7,486.58 USD
Equipment Barcode Tagging	470,558.00 Sq. Ft.	7,486.58 USD
Facility Condition Assessment	470,558.00 Sq. Ft.	55,318.80 USD
Asset Essentials Enterprise Implementation	470,558.00 Sq. Ft.	2,767.35 USD
On-site incidental expenses		*See Note Below
		<b>Subtotal: 76,502.24 USD</b>
<b>Total Initial Investment</b>		<b>91,232.25 USD</b>

\* Incidental travel related expenses will be invoiced to Client at cost but are not anticipated to exceed \$3,000 per week, per resource for on-site services.





<b>Cloud Services Subscription</b>			
<b>Item</b>	<b>Investment Year 2 Start Date: 01/01/ 2025</b>	<b>Investment Year 3 Start Date: 01/01/ 2026</b>	<b>Investment Year 4 Start Date: 01/01/ 2027</b>
Asset Essentials Enterprise	21,001.60 USD	21,631.64 USD	22,280.59 USD
- Facilities/Physical Plant Module	Included	Included	Included
- AE Safety	Included	Included	Included
- Asset Essentials Inventory	Included	Included	Included
- Dude Analytics	Included	Included	Included
- Predictor Facilities/Physical Plant	Included	Included	Included
Capital Predictor Enterprise	8,950.70 USD	9,219.22 USD	9,495.80 USD
Total:	29,952.30 USD	30,850.86 USD	31,776.39 USD



# Asset Essentials Standard Implementation Statement of Work

## Summary:

Company will provide specified implementation services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System (CMMS). This 60-day implementation service includes access to Company's on-line Learning Management System (LMS), dedicated implementation resources, data loading assistance, and implementation guidance as Subscriber configures their account and trains end users.

## In Scope:

The items below will be considered in scope of this SOW:

1. Asset Essentials Standard Implementation

## Deliverables:

- Project kick-off call with a dedicated Project Coordinator
- Unlimited access to LMS and online Help content
- Optional one-time Company template-based data imports for available location, equipment/asset, and user data
- Up to four configuration support calls with Implementation Specialist
- Provide train-the-trainer best practices for account administrator.
- Up to four go-live support check-ins with Implementation Specialist during roll-out
- Launch email outlining support resources moving forward, post implementation.

## Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

## Assumptions:

### Subscriber Assumptions:

- Subscriber will provide a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as whitelisting IP addresses.



- The appropriate resources will be available for all scheduled activities.
- Should scheduled activities need to be rescheduled, Subscriber will be responsible for contacting the Project Coordinator or Implementation Specialist. Rescheduling will be subject to availability.
- Subscriber will provide relevant data to be loaded in Company import templates in a timely manner and the data will be imported during the 60-day project period.
- If unable to provide data to be loaded, Implementation Specialist will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.
- Subscriber will be responsible for providing access and training to end users.

#### Company Assumptions:

- Standard Implementation Services does not include evaluation of Subscriber's current practices, policies and procedures for the purpose of process improvement.
- Company will not troubleshoot any issues related to Subscriber IT infrastructure or mobile devices.
- 30-day Go-Live Support period consists of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If Subscriber does not attend a scheduled check-in, it will be assumed no assistance was required.
- Implementation Specialist will not access any 3rd party systems for the purpose of exporting data.
- Any services not explicitly included in this SOW are assumed to be out of scope.

#### Project Schedule:

Below is a sample project schedule of activities:

<b>Project Kick-Off Call - Day 1</b>	
Project Kick-Off	<ul style="list-style-type: none"><li>• Confirm software and services purchased</li><li>• Identify key stakeholders</li><li>• Assign resources</li><li>• Review implementation process</li><li>• Schedule key implementation activities, including projected completion date</li><li>• Access to Company's on-line Learning Management System</li><li>• Access to interactive project plan</li></ul>
<b>Building Your Foundation - Weeks 1-2</b>	



Account Setup and Configuration	<ul style="list-style-type: none"> <li>• Subscriber learns about fundamental setup and configuration via LMS               <ul style="list-style-type: none"> <li>• Locations</li> <li>• Categories</li> <li>• Assets</li> <li>• Users</li> </ul> </li> <li>• One call with your Implementation Specialist to prepare for importing available data</li> <li>• Subscriber begins configuring account</li> </ul>
<b>Work Order Management – Week 3 - 4</b>	
Account Setup and Configuration	<ul style="list-style-type: none"> <li>• Subscriber learns how to setup and manage reactive workflow from initial request to work order close via LMS</li> <li>• Subscriber continues account configuration               <ul style="list-style-type: none"> <li>• Views</li> <li>• Request &amp; Work Order Templates</li> <li>• Workflows</li> <li>• E-mail Notifications</li> </ul> </li> <li>• Subscriber learns how to utilize AE's mobile app via LMS and Help content</li> <li>• One call with your Implementation Specialist to review setup, configuration, and workflow</li> </ul>
<b>Preventative Maintenance – Week 4 -5</b>	
Account Setup and Configuration	<ul style="list-style-type: none"> <li>• Subscriber learns how to create and manage PM Schedules via LMS</li> <li>• Subscriber begins setting up PM's</li> <li>• One call with your Implementation Specialist to review PM setup</li> </ul>
<b>Subscriber Led User Training – Week 6</b>	
Use Case Testing and User Training	<ul style="list-style-type: none"> <li>• Subscriber provides access and trains end-users on how to use AE to request and manage work orders</li> <li>• Leverage help documentation</li> </ul>
<b>Go Live Support – Weeks 5-9</b>	
Go Live Support	<ul style="list-style-type: none"> <li>• Subscriber completes user training</li> <li>• Begin using AE as your primary CMMS</li> <li>• Up to four weekly check-ins with Implementation Specialist</li> </ul>
<b>Implementation Complete – Day 60</b>	
Implementation Complete and Project Close	<ul style="list-style-type: none"> <li>• Final go-live support check-in</li> <li>• Project Coordinator sends launch email and introduces on-going Company resources.</li> <li>• Close project</li> </ul>



**Invoicing:**

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full implementation service.



**Special Terms for Asset Essentials:**

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee.





# Facility Condition Assessment Scope of Work

## Purpose

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

## Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

## Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

## Methodology and Approach

A Certified Company Service Provider will collect, document, and analyze the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:





1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.
1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

### Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

#### Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

- No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

- No = Item will not be setup in the work & asset management solution

\*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
<b>Electrical</b>				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
<b>Equipment</b>				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
<b>Exterior Enclosure</b>				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
<b>Fire Protection</b>				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
<b>HVAC</b>				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. <b>*No visual capture.</b>
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. <b>*No visual capture.</b>
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. <b>*No visual capture.</b>
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
<b>Interior Systems</b>				



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
<b>Kitchen</b>				
Dishwashers	Individual	No	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No	Yes	
Grease Traps	Individual	No	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No	Yes	Valued above \$2,000
Oven, Stoves	Individual	No	Yes	
Refrigerator (Walk In, Reach In)	Individual	No	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	No	Yes	Valued above \$2,000
Counter Top Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
<b>Plumbing</b>				
Domestic Hot Water Heaters	Individual	No	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No	Yes	1 HP and above



Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
<b>Site Improvements</b>				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution,  Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
<b>Vertical Transportation</b>				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	



For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Equipment Item Number	Y	N	Y*
			Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N*
			Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N*
			Will be included on Individual Equipment Record





	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	Equipment Items	General Sub-System	Specific Sub-System
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

### Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

### Cost Estimating



Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

### **Assumptions**

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

### **Client Responsibility**



1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

#### **Milestone Billing - Invoice Schedule**

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.



Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

\*If project is greater than 1.5M Square feet additional milestones will be leveraged.

#### Facility Condition Assessment Scope of Work – Correctional Facility Adder

Brightly's (Company) facility condition assessment (FCA) is a visual assessment evaluating the facility systems based upon Company's Standard Scope of Work (SOW). The inclusion of correctional facility building structures will follow the standard scope of work unless otherwise determined. This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

## Equipment Inventory Barcoding Service

### Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

### Value



Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.
- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

#### Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

#### Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

## Preventive Maintenance Schedule Creation

#### Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

#### Value



By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

### **Deliverables**

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

### **Methodology and Approach**

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

### **Assumptions**

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliverable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:



- Discontinuation of PM Schedules created with the service
- Alteration of frequency on existing schedules created with the service
- Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

#### **Invoice Schedule**

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%



### **Order terms**

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- Billing frequency for Cloud Services will be Annual.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

### **Additional information**





- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-357629 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

# Brightly Illuminate

## **Illuminate: Bringing the best Ideas to Light**

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11<sup>th</sup>-14<sup>th</sup>. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

**Enlighten** Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

## **Envision**

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

## **Engage**

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

**The Brightly Bundle includes meals, a 4-night hotel stay and tuition.** Registration is open beginning October 1<sup>st</sup>, 2023 through March 8<sup>th</sup>, 2024.





# Signature

Presented to:

Q-357629

Accepted by:

---

**Printed Name**

---

**Signed Name**

---

**Title**

---

**Date**

RESOLUTION

NO: 2024-02-016

LIVINGSTON COUNTY

DATE: February 26, 2024

**Resolution Authorizing the 2024 Software and Maintenance Services Renewal with Central Square to Provide Software Support and Maintenance Services – Information Technology**

**WHEREAS,** in order to ensure continuity of technical support services and software upgrades for the software used by County Departments, there is a need to renew the following annual software maintenance and services; and

**WHEREAS,** the renewals are in compliance with the Livingston County Procurement Policy; and

**WHEREAS,** Central Square, is a platform that is used for public safety purposes in Livingston County and is due for it’s annual renewal for software support and maintenance; and

**WHEREAS,** funding is available in the 2024 Information Technology Budget.

Vendor	Total of Renewal	Renewal Dates
Central Square	\$361,367	1/1/2024 - 12/31/2025

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the purchase of renewal software maintenance and services for Central Square public safety in an amount not to exceed \$361,367.

**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.

# # #

**MOVED:  
SECONDED:  
CARRIED:**

**Livingston County  
Information Technology  
Department**

# Report

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

**From:** Kristoffer Tobbe  
Livingston County Chief Information Officer

**Date:** January 23, 2024

**Re:** Livingston County Information Technology Department: Software support and maintenance renewal

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**Request for approval Livingston County Annual software support and maintenance for Central Dispatch Central Square Software & the Livingston County Courts State of Michigan J.I.S. (Judicial Information Systems) Software**

The Livingston County Information Technology department is requesting Board approval of the 2024 software support and maintenance for the public safety essential software systems for Livingston County public safety agencies (Central Dispatch 911, Sheriff's Office & Jail, Local Police, EMS and Fire Agencies).

Item #1: Central Square Software utilized by Livingston County Central Dispatch and other Public Safety agencies around Livingston County.

This software platform is essential for public safety operations. This platform has been utilized by the respective branch and the County for well over ten years now.

## Current purchase pricing

Department or Branch	Year of the renewal	2024 Cost	2023 Cost	2022 Cost
Central Dispatch	2024	\$361,366.18	\$345,689.88	\$321,232.00

## Recommendation

The Information Technology department is recommending Board approval for the Central Square platform to continue smooth public safety operations in Livingston County.

### **Funding Recommendation:**

The funds have been budgeted in the 2024 Livingston County Information Technology Department Budget and allocated as chargebacks for renewal to Central Dispatch and the respective departments.



# Invoice

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Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Livingston County  
 Sophia Freni  
 Information Technology  
 304 E. Grand River Ave.  
 Howell MI 48843  
 United States

**Ship To**  
 Livingston County  
 Sophia Freni  
 Information Technology  
 304 E. Grand River Ave.  
 Howell MI 48843  
 United States

<b>Customer No</b>	<b>Customer Name</b>	<b>Customer PO #</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
6125LG	Livingston County		USD	Net 30	1/18/2024

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
Contract No. Q-165124				
1	ONESolution State Livescan Interface - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,399.55	\$2,399.55
2	ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$0.00	\$0.00
3	JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,834.95	\$1,834.95
4	JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$9,409.96	\$9,409.96
5	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$5,646.00	\$5,646.00
6	ONESolution Rip & Run Printing/Faxing - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,117.24	\$2,117.24
7	ONESolution Residential Security Watch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$376.40	\$376.40
8	ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$41,403.87	\$41,403.87
9	ONESolution RMS Training Module - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$878.27	\$878.27



# Invoice



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Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Livingston County  
 Sophia Freni  
 Information Technology  
 304 E. Grand River Ave.  
 Howell MI 48843  
 United States

**Ship To**  
 Livingston County  
 Sophia Freni  
 Information Technology  
 304 E. Grand River Ave.  
 Howell MI 48843  
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6125LG	Livingston County		USD	Net 30	1/18/2024

	Description	Units	Rate	Extended
10	ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$6,273.31	\$6,273.31
11	ONESolution Quartermaster - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,380.13	\$1,380.13
12	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,631.06	\$1,631.06
13	ONESolution Pawn Shop/Pawn Watch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$878.27	\$878.27
14	ONESolution Parking Ticket Administration - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,756.52	\$1,756.52
15	ONESolution Pagegate Interface - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$282.30	\$282.30
16	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$6,273.31	\$6,273.31
17	ONESolution Notification - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$7,057.49	\$7,057.49
18	ONESolution Northpointe Classification System Interface - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,411.50	\$1,411.50
19	ONESolution Multi-Jurisdictional RMS Option - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,380.13	\$1,380.13



# Invoice

<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
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Superior, LLC, a CentralSquare Company  
 1000 Business Center Drive  
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**  
 Livingston County  
 Sophia Freni  
 Information Technology  
 304 E. Grand River Ave.  
 Howell MI 48843  
 United States

**Ship To**  
 Livingston County  
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<b>Customer No</b>	<b>Customer Name</b>	<b>Customer PO #</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
6125LG	Livingston County		USD	Net 30	1/18/2024

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
20	ONESolution Multi-Jurisdictional Dispatch Option - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,411.50	\$1,411.50
21	ONESolution Mugshot Capture Station Software-Add'l - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$878.27	\$878.27
22	ONESolution Mugshot Capture Station Software - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,552.64	\$1,552.64
23	ONESolution Mobile Server Software - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$16,006.35	\$16,006.35
24	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$8,770.11	\$8,770.11
25	ONESolution Michigan JIS Interface - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,882.01	\$1,882.01
26	ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,117.24	\$2,117.24
27	ONESolution Map Converter Software - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$988.04	\$988.04
28	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee  Maintenance: Start:1/1/2024, End: 12/31/2024	29	\$125.47	\$3,638.71

# Invoice



Invoice No (1 of 1)

401649

Date

1/23/2024

Page

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6125LG	Livingston County		USD	Net 30	1/18/2024

	Description	Units	Rate	Extended
29	ONESolution MFR Client-Citation - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	84	\$125.47	\$10,539.75
30	ONESolution MFR Client-Citation - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$123.01	\$123.01
31	ONESolution MFR Client-Arrest - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	84	\$75.30	\$6,325.21
32	ONESolution MFR Client-Arrest - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$73.79	\$73.79
33	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	84	\$125.47	\$10,539.75
34	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$123.01	\$123.01
35	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	84	\$249.67	\$20,972.55
36	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$244.48	\$244.48
37	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	152	\$43.66	\$6,636.38
38	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	29	\$50.19	\$1,455.42



# Invoice

<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
401649	1/23/2024	5 of 9

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6125LG	Livingston County		USD	Net 30	1/18/2024

	<b>Description</b>	<b>Units</b>	<b>Rate</b>	<b>Extended</b>
39	ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$49.20	\$49.20
40	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	152	\$216.80	\$32,953.70
41	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	29	\$249.67	\$7,240.53
42	ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$244.48	\$244.48
43	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	20	\$84.68	\$1,693.62
44	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	4	\$295.21	\$1,180.84
45	ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$73.79	\$73.79
46	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$9,880.47	\$9,880.47
47	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	152	\$32.63	\$4,959.96

# Invoice



<b>Invoice No (1 of 1)</b> 401649	<b>Date</b> 1/23/2024	<b>Page</b> 6 of 9
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6125LG	Livingston County		USD	Net 30	1/18/2024

	Description	Units	Rate	Extended
48	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	29	\$37.64	\$1,091.66
49	ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$36.91	\$36.91
50	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$7,026.13	\$7,026.13
51	ONESolution Keeffe Commissary Interface-Funds Level - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,411.50	\$1,411.50
52	ONESolution Jail Management System - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$8,468.96	\$8,468.96
53	ONESolution Jail Management System - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$988.04	\$988.04
54	ONESolution JMS VINE Interface - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$423.45	\$423.45
55	ONESolution JMS Generic Export Interface - Annual Maintenance Fee ONESolution JMS Generic Export Interface Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,531.54	\$1,531.54
56	ONESolution IC Solutions Phone System Interface - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$705.75	\$705.75



# Invoice

<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
401649	1/23/2024	7 of 9

Superior, LLC, a CentralSquare Company  
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6125LG	Livingston County		USD	Net 30	1/18/2024

	Description	Units	Rate	Extended
57	ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$376.40	\$376.40
58	ONESolution Fire ProQA/Paramount Interface - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,238.25	\$1,238.25
59	ONESolution Fire Arms Application Permit - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$376.40	\$376.40
60	ONESolution E911 Interface - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,117.24	\$2,117.24
61	ONESolution Crime Analysis - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$3,136.67	\$3,136.67
62	ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$36,331.90	\$36,331.90
63	ONESolution Civil Processing - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,781.62	\$1,781.62
64	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	9	\$423.46	\$3,811.12
65	ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$423.45	\$423.45

# Invoice



<b>Invoice No (1 of 1)</b> 401649	<b>Date</b> 1/23/2024	<b>Page</b> 8 of 9
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6125LG	Livingston County		USD	Net 30	1/18/2024

	Description	Units	Rate	Extended
66	ONESolution CAD OpCenter - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$6,273.31	\$6,273.31
67	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	7	\$1,129.18	\$7,904.24
68	ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,117.24	\$2,117.24
69	ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	2	\$2,385.42	\$4,770.83
70	ONESolution CAD Client AVL License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	8	\$564.61	\$4,516.87
71	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$878.27	\$878.27
72	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	10	\$400.23	\$4,002.33
73	ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$450.08	\$450.08
74	ONESolution Alpha Numeric Paging - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,117.24	\$2,117.24

# Invoice



<b>Invoice No (1 of 1)</b>	<b>Date</b>	<b>Page</b>
401649	1/23/2024	9 of 9

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
6125LG	Livingston County		USD	Net 30	1/18/2024

	Description	Units	Rate	Extended
75	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	129	\$37.64	\$4,855.99
76	ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$36.91	\$36.91
77	ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,254.65	\$1,254.65
78	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,666.16	\$2,666.16
79	ONESolution Generic CAD Event Export-Law/Fire/EMS Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$3,300.00	\$3,300.00

RB #399461

**Please include invoice number(s) on your remittance advice, made payable to Superior, LLC**  
**ACH:**  
 Routing Number 121000358  
 Account Number 1416612641  
 E-mail payment details to: Accounts.Receivable@CentralSquare.com

**Check:**  
 12709 Collection Center Drive  
 Chicago, IL 60693

<b>Subtotal</b>	\$361,366.18
<b>Tax</b>	\$0.00
<b>Invoice Total</b>	\$361,366.18
<b>Payments Applied</b>	\$0.00
<b>Balance Due</b>	<b>\$361,366.18</b>



RESOLUTION

NO: 2024-02-017

LIVINGSTON COUNTY

DATE: February 26, 2024

**Resolution Authorizing the Purchase of Physical Security Equipment, Systems, and Maintenance from Identify Inc. – Information Technology**

**WHEREAS,** Livingston County currently has physical security equipment throughout the County in need of replacement due to aging and end of life of equipment; and

**WHEREAS,** this project was included in the FY 2023 Livingston County Information Technology department budget with an estimated cost of \$581,500 but was unable to start the project until FY2024; and

**WHEREAS,** in accordance with the County’s Procurement Policy, the project was competitively bid with a formal Request for Proposal performed for physical facility security equipment, submitted proposals were evaluated, and a vendor was identified; and

**WHEREAS,** Identify Inc. of Madison Heights, Michigan, submitted a proposal that will provide the physical facility security equipment, installation, and software for Livingston County for a total bid price of \$551,271, this includes a 5-year Smart Assurance plan and locks a labor rate at \$102 per hour; and

**WHEREAS,** the proposal reflects significant cost savings and the smoothing of costs over the terms of the contract that will save Livingston County significant funds; and

**WHEREAS,** the project is identified to be funded through department chargebacks.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the purchase of physical security systems and maintenance from Identify Inc. in an amount of \$551,271 and an additional 5.5% for contingency on this project for a total amount not to exceed \$581,500.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby authorizes a budget amendment to the Information Technology budget in the amount of \$581,500 for this project.

**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.

# # #

**MOVED:  
SECONDED:  
CARRIED:**

RESOLUTION

NO: 2024-02-018

LIVINGSTON COUNTY

DATE: February 26, 2024

**Resolution Authorizing Purchase of Cyber Security Equipment, Software, Maintenance, and Support from Amerinet Inc, - Information Technology**

- WHEREAS,** Livingston County has a need for cyber security for its systems; and
- WHEREAS,** Livingston County currently has both cyber security equipment and software that is in need of replacement and renewal due end of life of equipment and end of support; and
- WHEREAS,** the current contract for cyber security appliances and software will expire on April 31, 2024; and
- WHEREAS,** the County has proposals that utilize pricing from competitively bid GSA Contracts for cyber security software and appliances; and
- WHEREAS,** Amerinet Inc. of Ann Arbor, Michigan, submitted two (2) proposals that will provide both cyber security hardware and software in the amount of \$551,404 for a contract period of five (5) years to be paid in yearly installments and another proposal for cyber security software in the amount of \$279,056 for a contact period of three (3) years to be paid in yearly installments; and
- WHEREAS,** the two (2) proposals reflect significant cost savings and the smoothing of costs over the terms of the contracts that will save Livingston County significant funds; and
- WHEREAS,** the total cyber security project cost will be \$830,460 over a 5-year period from 2024-2028; and
- WHEREAS,** Livingston County Information Technology department included the \$350,000 for this project in the 2024 County Capital Improvement Plan and resolution 2023-12-194 appropriated \$350,000 from Fund 403 Capital Improvement for this project. The project will require an additional \$480,460 from capital for the remaining 4 years.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves and authorizes the purchase of two cyber security systems and maintenance as detailed above from Amerinet Inc. of Ann Arbor, Michigan in an amount not to exceed \$830,460 over a 5 year period to be paid from Capital Replacement F403 in the approximate amounts below:

2024	\$	343,019
2025	\$	168,373
2026	\$	168,373
2027	\$	75,354
2028	\$	75,341
	\$	830,460

**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.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby authorizes any budget amendments needed to effectuate the above.

# # #

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

RESOLUTION

NO: 2024-02-019

LIVINGSTON COUNTY

DATE: February 26, 2024

**Resolution Approving an Appointment to the Area Agency on Aging 1-B (AAA 1-B) Board of Directors – Board of Commissioners**

**WHEREAS,** the term of a representative on the Area Agency on Aging 1-B Board of Directors has been vacated; and

**WHEREAS,** qualified candidates for this seat on the AAA1-B are Livingston County residents; 60 years of age or older, one from each of the six (6) counties, appointed by the respective Boards of Commissioners, and designated in writing by the Chairperson of the Commission, which older persons may be appointed from either a slate of candidates recommended by the AAA 1-B or from among any other older persons who meet the state and federal requirements; and

**WHEREAS,** Livingston County Board of Commissioners Chairman, Jay Drick, has recommended that County Commissioner, Jay Gross, be appointed as the older adult representative for Livingston County, for a two (2) year term to expire on December 31, 2025.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the appointment of County Commissioner, Jay Gross, to the Area Agency on Aging 1-B Board of Directors, for a term to expire on December 31, 2025.

# # #

**MOVED:  
SECONDED:  
CARRIED:**

RESOLUTION

NO: 2024-02-020

LIVINGSTON COUNTY

DATE: February 26, 2024

**Resolution Authorizing the Continuation of ARPA Pre-Pandemic Level Staffing (PPLEV) for the First Quarter of 2024 and Several County Government Services Projects be Charged Against the \$10,000,000 Revenue Loss Allocation of the County’s American Rescue Plan Act (ARPA) Funding – Administration**

- WHEREAS,** Resolution 2022-03-040 adopted the Livingston County Vision Tour strategic use of American Rescue Plan Act (ARPA) funding which directs Administration/Fiscal Services to identify and bring forward for reallocation expenses that are identified as eligible; and
- WHEREAS,** it has been determined that there is a need for the continuation of the Pre-Pandemic Level Staffing program through the first quarter of 2024: and
- WHEREAS,** Pre-Pandemic Level Staffing is an allowable use of ARPA funds under *Expenditure Category 3.2: Public Sector Workforce: Rehiring Public Sector Staff*; and
- WHEREAS,** it is allowable under ARPA to identify general services expenses and reallocate those expenses from General Fund to ARPA under the \$10 million of lost revenue/provision; and
- WHEREAS,** four (4) projects have been identified and are an eligible use of ARPA under the *Expenditure Category 6.1: Revenue Replacement: Provision of Government Services* for federal reporting purposes; and
- WHEREAS,** the projects and expenditures identified in this resolution will obligate the remaining ARPA funds and an equal amount will be transferred to Vision Tour Contingency for future use as determined by the Board of Commissioners.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners authorizes the distribution of ARPA funds for the continuation of the PPLEV program for the first quarter of 2024 in an amount up to \$500,000 and up to \$1,400,000 of General Services dollars for the following list of identified general services projects under the Revenue Replacement Category of ARPA: Provision of Government Services category:

SEMCOG Membership Dues	\$126,795
Economic Development (EDC)	\$175,000
Community Mental Health (CMH)	\$600,470
MMRMA Risk Management Policy Premium (up to)	<u>\$497,735</u>
	Total \$ 1,400,000

**BE IT FURTHER RESOLVED** that Board authorizes an equal dollar amount be reallocated from the various General Fund Org budgets to Vision Tour Contingency in the General Fund for future use.

**BE IT FURTHER RESOLVED** that Board authorizes any budget amendments, journal entries, and fund transfers needed to effectuate the above.

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

RESOLUTION

NO: 2024-02-021

LIVINGSTON COUNTY

DATE: February 26, 2024

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## **Resolution Authorizing an Additional 2024 Vehicle Lease for EMS – Car Pool**

- WHEREAS,** the Car Pool Department is requesting authorization to replace one County-owned (1) EMS vehicle with a new lease from Enterprise Fleet Management, per the agreement authorized under Resolution 2019-09-128; and
- WHEREAS,** the vehicle to be replaced is a 2011 GMC Yukon XL that is scheduled for replacement in FY 2025 but was recently diagnosed with catastrophic engine damage that would require engine replacement to return the vehicle to service; and
- WHEREAS,** the Yukon currently has approximately 130,000 miles and will also need brake calipers, rotors, and pads replaced on all four wheels due to normal wear and tear; and
- WHEREAS,** the Yukon was purchased under the legacy Car Pool lease program with an original replacement timeframe of 60 months; and
- WHEREAS,** Car Pool obtained estimates for engine replacement from both of the County’s contracted auto repair vendors, and the lowest-cost options are 1) a remanufactured engine directly from GM that includes a 2-year, 100,000 mile warranty with a total replacement cost of \$10,452 including labor, or 2) a remanufactured engine from aftermarket supplier Dahmer that includes an unlimited mileage, 3-year warranty with a total replacement cost of \$8,478 including labor; and
- WHEREAS,** the estimated cost of the braking system repairs is \$900 for parts if performed by the Car Pool mechanic; and
- WHEREAS,** due to the vehicle’s age and mileage it is possible that other major components such as the transmission and 4-wheel drive system could fail prior to the vehicle’s scheduled replacement in 2025, which would require additional costly repairs; and
- WHEREAS,** considering the cost of engine replacement and the significant risk of additional mechanical failures given the vehicle’s age and mileage, Car Pool recommends replacing the vehicle now and disposing of the Yukon via public auction in “as-is” condition; and
- WHEREAS,** Enterprise conducted a nationwide search of current dealer inventories to identify potential replacement options that meet the needs of the department with a much shorter lead time than a factory order; and
- WHEREAS,** the best value and recommended option is a base model 2024 Chevy Traverse all-wheel drive with estimated lease payments of \$818 per month, or \$9,816 annually; and
- WHEREAS,** the lease term will be the standard 60-months with no mileage cap, and the department may retain the leased vehicles without penalty after the lease term has ended; and
- WHEREAS,** the leased vehicle will be titled by Enterprise and returned to Enterprise for resale upon lease termination, with the County entitled to the remaining equity less a \$375 per vehicle remarketing fee; and
- WHEREAS,** the lease costs will be paid monthly by Car Pool, which will charge the department back through the Munis General Billing module; and

**WHEREAS,** the County-owned vehicle being replaced will be disposed of via public auction by the Car Pool department.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the Car Pool department to replace a County-owned 2011 GMC Yukon XL assigned to EMS with a 2024 Chevy Traverse to be leased from Enterprise Fleet Management for an estimated annual lease cost of \$9,816.

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

**BE IT FURTHER RESOLVED** that the Car Pool Department is authorized to dispose of the decommissioned County-owned vehicles being replaced per the County Purchasing/Disposal Policy.

#

#

#

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





## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Greg Kellogg, Transportation Director**  
**Date: 02/14/2024**  
**Re: Resolution Authorizing an Additional 2024 Vehicle Lease for EMS – Car Pool/EMS**

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The Car Pool Department is requesting authorization to replace a County-owned EMS vehicle with a new lease from Enterprise Fleet Management, per the agreement authorized under Resolution 2019-09-128.

The vehicle to be replaced is a 2011 GMC Yukon XL that is scheduled for replacement in FY 2025 but was recently diagnosed with catastrophic engine damage that would require engine replacement to return the vehicle to service.

The Yukon currently has approximately 130,000 miles and will also need brake calipers, rotors, and pads replaced on all four wheels due to normal wear and tear. It was purchased under the legacy Car Pool lease program with an original replacement timeframe of 60 months (the “lease” term under the old program established the *minimum* useful life).

Car Pool obtained estimates for engine replacement from both of the County’s contracted auto repair vendors, and the lowest-cost options are as follows:

- 1) Install a remanufactured engine directly from GM that includes a 2-year, 100,000 mile warranty with a total replacement cost of \$10,452 including labor.
- 2) Install a remanufactured engine from aftermarket supplier Dahmer that includes an unlimited mileage, 3-year warranty with a total replacement cost of \$8,478 including labor.

The estimated cost of the braking system repairs is \$900 for parts if performed by the Car Pool mechanic (no charge to the department for labor).

Due to the vehicle’s age and mileage it is possible that other major components such as the transmission and 4-wheel drive system could fail prior to the vehicle’s scheduled replacement in 2025, which would require additional costly repairs.

Condering the cost of engine replacement and the significant risk of additional mechanical failures given the vehicle's age and mileage, Car Pool recommends replacing the vehicle now and disposing of the Yukon via public auction in "as-is" condition. The Kelly Blue Book Trade-in Value range for this vehicle is \$3,500-\$5,900 in "fair" running condition, which is the lowest condition rating that can be selected. In it's current inoperable condition, the actual sale price at auction is likely to be on the low end of that range or less.

Enterprise conducted a nationwide search of current dealer inventories to identify potential replacement options that meet the needs of the department with a much shorter lead time than a factory order. The best value and recommended option is a base model 2024 Chevy Traverse all-wheel drive with estimated lease payments of \$818 per month, or \$9,816 annually.

The lease term will be the standard 60-months with no mileage cap, and the department may retain the leased vehicles without penalty after the lease term has ended. The leased vehicle will be titled by Enterprise and returned to Enterprise for resale upon lease termination, with the County entitled to the remaining equity less a \$375 per vehicle remarketing fee.

If you have any questions please contact me directly at 517-540-7843.

**Prepared For:** County of Livingston  
Kellogg, Greg

**Date** 02/02/2024  
**AE/AM** EAD/MMD

**Unit #**

**Year** 2024 **Make** Chevrolet **Model** Traverse Limited  
**Series** LS w/1LS All-Wheel Drive

**Vehicle Order Type** In-Stock **Term** 60 **State** MI **Customer#** 569224

\$ 39,785.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	Sales Tax <u>0.0000%</u> <b>State MI</b>
\$ 103.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

**All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.**

**Order Information**

<b>Driver Name</b>
<b>Exterior Color</b> (0 P) Summit White
<b>Interior Color</b> (0 I) Jet Black/Chai w/Premium Cloth Seat Tri
<b>Lic. Plate Type</b> Title Only
<b>GVWR</b> 0

\$ 40,085.00	Total Capitalized Amount (Delivered Price)
\$ 601.28	Depreciation Reserve @ <u>1.5000%</u>
\$ 216.91	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 818.19</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
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\$ 87.40	Full Maintenance Program <sup>3</sup> Contract Miles <u>100,000</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 87.40 Additional Services SubTotal**

\$ 0.00	Sales Tax <u>6.0000%</u>	<b>State MI</b>
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**\$ 905.59 Total Monthly Rental Including Additional Services**

\$ 4,008.20	Reduced Book Value at <u>60</u> Months
\$ 425.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

**LESSEE** County of Livingston

**BY** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

<sup>2</sup> Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 300.00
Courtesy Delivery Fee	C	\$ 0.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 300.00
<b>Other Charges Total</b>		\$ 300.00

**VEHICLE INFORMATION:**

2024 Chevrolet Traverse Limited LS w/1LS All-Wheel Drive - US

Series ID: 1NV56

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$34,840.08	\$36,520.00
Total Options	\$2,029.30	\$2,230.00
Destination Charge	\$1,395.00	\$1,395.00
<b>Total Price</b>	<b>\$38,264.38</b>	<b>\$40,145.00</b>

**SELECTED COLOR:**

Exterior: GAZ-(0 P) Summit White  
 Interior: HKA-(0 I) Jet Black/Chai w/Premium Cloth Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
060	Not Equipped w/Rear Park Assist	\$-131.95	\$-145.00
1LS	Preferred Equipment Group 1LS	NC	NC
A2V	6-Way Manual Driver Seat Adjuster	Included	Included
A7E	2-Way Manual Front Passenger Seat Adjuster	Included	Included
AR9	Front Bucket Seats	STD	STD
B94	Front & Rear Black Bowtie	Included	Included
DVZ	GVWR: 6,160 lbs (2,800 kgs)	STD	STD
DWK	Outside Heated Power-Adjustable Mirrors	Included	Included
F48	All-Wheel Drive System	Included	Included
FXC	3.49 Axle Ratio	STD	STD
GAZ_01	(0 P) Summit White	NC	NC
HKA_01	(0 I) Jet Black/Chai w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment System AM/FM Stereo	STD	STD
LFY	Engine: 3.6L V6 SIDI VVT	STD	STD
M3V	Transmission: 9-Speed Automatic	STD	STD
PAINT	Monotone Paint Application	STD	STD
PDH	Interior Protection Package (LPO)	\$250.25	\$275.00
PDY	Roadside Safety Package (LPO)	\$150.15	\$165.00
PQB	Safety Package	\$718.90	\$790.00
PZJ	Wheels: 18" Gloss Black Painted Aluminum	Included	Included
QO5	Tires: P255/65R18 AS BW	STD	STD
RYT	First Aid Kit (LPO)	Included	Included
S08	Highway Safety Kit (LPO)	Included	Included
STDTM	Premium Cloth Seat Trim	STD	STD
U2K	SiriusXM Radio	Included	Included
UFG	Rear Cross Traffic Alert	Included	Included
UKC	Lane Change Alert w/Side Blind Zone Alert	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
V59	Black Roof Rails	Included	Included
VAV	1st & 2nd Row All-Weather Floor Mats (LPO)	Included	Included
VKN	3rd Row All-Weather Floor Mats (LPO)	Included	Included
VLI	All-Weather Cargo Mat (LPO)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

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<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
WJU	Midnight/Sport Edition	\$1,041.95	\$1,145.00

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## CONFIGURED FEATURES:

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Spoiler: rear lip spoiler  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Body Material: galvanized steel/aluminum body material  
Roof Rack: rails only  
Body Side Cladding: black bodyside cladding  
Grille: dark chrome grille  
Exhaust Tip: chrome tip exhaust

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning with separate controls  
Cruise Control: cruise control with steering wheel controls  
Trunk/Hatch/Door Remote Release: mechanical cargo access remote release  
Power Windows: power windows with driver and passenger 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Keyless Start proximity key  
Valet Key: valet function  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Window FOB Controls: remote window controls  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: emergency communication system  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan  
Radio Data System: radio data system  
Equalizer: automatic equalizer  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Wi-Fi Hotspot capable internet access  
TV Tuner: turn-by-turn navigation directions  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type: delay-off projector beam LED low/high beam headlamps
- Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
- Front Wipers: variable intermittent wipers
- Rear Window wiper: fixed interval rear window wiper with heating wiper park
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Ignition Switch: ignition switch light
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
- Tachometer: tachometer
- Voltmeter: voltmeter
- Compass: compass
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: tire specific low-tire-pressure warning
- Trip Computer: trip computer
- Trip Odometer: trip odometer
- Lane Departure Warning: lane departure
- Blind Spot Sensor: blind spot
- Front Pedestrian Braking: front pedestrian detection
- Following Distance Indicator: following distance alert
- Forward Collision Alert: forward collision
- Water Temp Gauge: water temp. gauge
- Transmission Oil Temp Gauge: transmission oil temp. gauge
- Clock: in-radio display clock
- Systems Monitor: driver information centre
- Check Control: redundant digital speedometer
- Rear Vision Camera: rear vision camera
- Oil Pressure Warning: oil-pressure warning
- Water Temp Warning: water-temp. warning
- Battery Warning: battery warning
- Low Oil Level Warning: low-oil-level warning
- Low Coolant Warning: low-coolant warning
- Lights On Warning: lights-on warning
- Key in Ignition Warning: key-in-ignition warning
- Low Fuel Warning: low-fuel warning
- Low Washer Fluid Warning: low-washer-fluid warning
- Bulb Failure Warning: bulb-failure warning
- Door Ajar Warning: door-ajar warning
- Trunk Ajar Warning: trunk-ajar warning
- Brake Fluid Warning: brake-fluid warning
- Turn Signal On Warning: turn-signal-on warning
- Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

- ABS: four-wheel ABS brakes
- Number of ABS Channels: 4 ABS channels
- Brake Assistance: brake assist
- Brake Type: four-wheel disc brakes
- Vented Disc Brakes: front and rear ventilated disc brakes
- Daytime Running Lights: daytime running lights
- Spare Tire Type: compact spare tire
- Spare Tire Mount: spare tire mounted inside under cargo
- Driver Front Impact Airbag: driver and passenger front-impact airbags
- Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
- Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
- Occupancy Sensor: front passenger airbag occupancy sensor
- Height Adjustable Seatbelts: height adjustable front seatbelts



Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: immobilizer  
Security System: security system  
Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: StabiliTrak electronic stability stability control with anti-roll  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 2 rear head restraints  
3rd Row Headrests: 2 fixed third row head restraints  
First Aid Kit: first aid kit

Seats And Trim:

Seating Capacity max. seating capacity of 8  
Front Bucket Seats: front bucket seats  
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
Reclining Driver Seat: manual reclining driver and passenger seats  
Driver Height Adjustment: manual height-adjustable driver and passenger seats  
Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 60-40 split-bench seat  
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment  
Rear Folding Position: rear seat fold-forward seatback  
3rd Row Seat Type: fixed third row 60-40 split-bench seat  
3rd Row Electric Control: fold into floor third row seat  
Leather Upholstery: cloth front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full carpet floor covering  
Shift Knob Trim: urethane shift knob  
Floor Mats: rubber front and rear floor mats  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Mats: vinyl/rubber cargo mat  
Cargo Tie Downs: cargo tie-downs  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 310-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual



# 2011 GMC Yukon XL 1500 Pricing Report

Style: SLE Sport Utility 4D

Mileage: 129,735

KBB.com Consumer Rating: 4.5/5

## Trade in to a Dealer

Trade-in Range <b>\$3,588 - \$5,933</b>
Trade-in Value <b>\$4,761</b>



Valid for ZIP code 48855 through 02/08/2024

# Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

## Exterior Color

✓ White

## Drivetrain

4WD

## Braking and Traction

ABS (4-Wheel)

StabiliTrak

Traction Control

## Comfort and Convenience

Air Conditioning

Air Conditioning, Rear

Cruise Control

Keyless Entry

✓ Keyless Start

Power Door Locks

Power Windows

## Entertainment and Instrumentation

AM/FM Stereo

Bluetooth Wireless

CD/MP3 (Single Disc)

Premium Sound

XM Satellite

OnStar

## Transmission

Automatic, 6-Spd HD  
w/Overdrive

## Safety and Security

Dual Air Bags

F&R Head Curtain Air  
Bags

✓ Parking Sensors

Side Air Bags

## Seats

Dual Power Seats

Third Row Seat

## Steering

Power Steering

Tilt Wheel

## Cargo and Towing

Roof Rack

Towing Pkg

## Exterior

Running Boards

✓ Fog Lights

## Engine

V8, Flex Fuel, 5.3 Liter

## Wheels and Tires

✓ Steel Wheels

## Accessory Packages

✓ Z71 Off-Road Pkg

# Glossary of Terms

**Kelley Blue Book® Trade-In Value** - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

**Trade-In Range** - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

**Kelley Blue Book® Private Party Value** - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an "as is" value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

**Private Party Range** - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week for a vehicle with stated mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when selling to a private party.

**Excellent Condition** - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

**Very Good Condition** - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

**Good Condition** - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

**Fair Condition** - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

## Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.



RESOLUTION

NO: 2024-02-022

LIVINGSTON COUNTY

DATE: February 26, 2024

**Resolution Authorizing an Insulin Pricing Litigation Services Agreement – County Administration**

**WHEREAS,** Livingston County provides pharmaceutical benefits coverage for its employees and retirees through a self-funded third party administrator; and

**WHEREAS,** a group of counties and municipalities have filed lawsuits as self-funded government payers to address overcharges that may have been paid due to an alleged unlawful pricing scheme associated with high insulin prices; and

**WHEREAS,** Livingston County desires to join the multidistrict litigation and file suit to address overcharging for the price of insulin.

**THEREFORE, BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with Weitz & Luxenberg P.C., the Sam Bernstein Law Firm PLLC, and the Behm & Behm Law Firm to represent the Livingston County and take all legal steps to enforce its claim in this matter.

**BE IT FURTHER RESOLVED** that Livingston County agrees to pay a contingent fee of 30% of the net sum recovered, whether recovered by suit, settlement, or otherwise, for the County’s share of the recovery only.

**BE IT FURTHER RESOLVED** this agreement will be effective upon the date of execution and continue until the completion of the lawsuit or termination of the agreement.

**BE IT FURTHER RESOLVED** that the County Administrator is authorized to sign the attached agreement on behalf of the County.

# # #

**MOVED:  
SECONDED:  
CARRIED:**