



BOARD OF COMMISSIONERS

AGENDA

December 17, 2018

7:30 PM

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

"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."

Pages

1. **CALL MEETING TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **CORRESPONDENCE**

5. **CALL TO THE PUBLIC**

6. **APPROVAL OF MINUTES**

4

- a. Minutes of Meeting Dated: December 3, 2018
- b. Minutes of Meeting Dated: December 12, 2018

7. **TABLED ITEMS FROM PREVIOUS MEETINGS**

8. **APPROVAL OF AGENDA**

9. **REPORTS**

- a. **MSU Extension Annual Report - Matt Shane**
- b. **Certificate of Recognition**

County Commissioner David Domas

10. **APPROVAL OF CONSENT AGENDA ITEMS**

Resolutions 2018-12-202 through 2018-12-216

- a. **2018-12-202**

10

Resolution to Approve a Non-Precedent Setting One Time Only Donation of Vacation

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| b. | 2018-12-203 | 11 |
| | Resolution Authorizing a 3-Month Extension of the Substance Abuse Treatment Services – Circuit and District Courts - Specialty Courts and Programs | |
| c. | 2018-12-204 | 33 |
| | Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into an Agreement with AvFuel Corporation as the Aviation Fuel Supplier for the Livingston County Spencer J. Hardy Airport – Airport | |
| d. | 2018-12-205 | 37 |
| | Resolution Accepting Grant Funding from the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation – Health Department | |
| e. | 2018-12-206 | 46 |
| | Resolution Authorizing the 2019 State Grant Agreement, Grant Administrator, GPS Facilitator and Surveyor Contracts for the Remonumentation and State Plane Coordinate Determination of the Public Land Survey Corners in Livingston County – Register of Deeds | |
| f. | 2018-12-207 | 60 |
| | Resolution to Approve the 2019 Memorandum of Agreement (MOA) with MSU Extension as Determined by the 2019 MSUE Budget | |
| g. | 2018-12-208 | 66 |
| | Resolution Authorizing the Renewal of Software Support with Fidlar Technologies for the Register of Deeds Department – Information Technology | |
| h. | 2018-12-209 | 109 |
| | Resolution Authorizing a Renewal Agreement with ACC Business/AT&T for Internet Services – Information Technology | |
| i. | 2018-12-210 | 110 |
| | Resolution Authorizing Software Maintenance Renewals for 2019 - Information Technology | |
| j. | 2018-12-211 | 133 |
| | Resolution Authorizing an Amendment to the Agreement with Cohl, Stoker & Toskey, P.C., to Provide Legal Services to Livingston County – County Administration | |
| k. | 2018-12-212 | 134 |
| | Resolution Authorizing the Systematic Transfer of Monies Between Funds for 2019 – County Administration | |

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| l. | 2018-12-213 | 144 |
| | Resolution Setting Compensation for Livingston County Commissioners for Years 2019 and 2020 - Board of Commissioners | |
| m. | 2018-12-214 | 145 |
| | Resolution Authorizing the Signing of the 2019 Administrative Services Agreement, Schedules, and Exhibits for Renewal Term January 2019 to December 2019 with Blue Cross Blue Shield of Michigan - Human Resources | |
| n. | 2018-12-215 | 180 |
| | Resolution to Amend the Livingston County Employee Drug-Free Work Place Policy Statement and the Personnel Manual due to the Passage of the Michigan Regulation and Taxation of Marihuana Act - Human Resources | |
| o. | 2018-12-216 | 185 |
| | Resolution to Approve an Employee Recognition Program for All County and Court Employees - Human Resources | |

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2018-12-217 through 2018-12-220

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| a. | 2018-12-217 (Roll Call) | 186 |
| | Resolution Authorizing a Fourth Quarter Supplemental Appropriation to the Fiscal-Year 2018 Budget – Administration | |
| b. | 2018-12-218 | 191 |
| | Resolution Authorizing a Nine (9) Month Extension of the Public Defender Contracts with a Five (5) Percent Increase – Circuit Court | |
| c. | 2018-12-219 | 193 |
| | Resolution Approving Appointments to Livingston County Boards and Committees - Board of Commissioners | |
| d. | 2018-12-220 | 194 |
| | Resolution Approving Appointments to the Livingston County Veterans' Affairs Committee - Board of Commissioners | |

12. CALL TO THE PUBLIC

13. ADJOURNMENT

LIVINGSTON COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

December 3, 2018, 7:30 p.m.

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

Members Present: D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, R. Bezotte, C. Griffith,
and G. Childs

Absent: D. Helzerman

1. CALL MEETING TO ORDER

The meeting was called to order by the Chairperson, Donald Parker at 7:33 p.m.

A moment of silence was held in memory of President George H.W. Bush.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

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

4. CORRESPONDENCE

1. Montmorency County Resolution 18-09 Opposing Senate Bill 396
Motion to receive and place on file the correspondence.

It was moved by D. Dolan

Seconded by G. Childs

MOTION Carried (8-0-1)

5. CALL TO THE PUBLIC

None.

6. APPROVAL OF MINUTES

1. Minutes of meeting dated: November 19, 2018
2. Minutes of meeting dated: November 28, 2018

Motion to approve the minutes as presented.

It was moved by R. Bezotte

Seconded by D. Dolan

MOTION Carried (8-0-1)

7. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

8. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

It was moved by D. Dolan

Seconded by C. Griffith

MOTION Carried (8-0-1)

9. REPORTS

Commissioner Bezotte stated he just returned from Arizona.

10. PUBLIC HEARING

Adoption of the 2019 Livingston County Budget

10.a Call Public Hearing to Order (motion required)

Motion to close the regular meeting and open the public hearing.

It was moved by C. Griffith

Seconded by G. Childs

Roll Call Vote: Yes (8): C. Griffith, G. Childs, D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, and R. Bezotte; No (0): None; Absent (1): D. Helzerman

MOTION Carried (8-0-1)

10.b Public Comments

None.

10.c Adjourn Public Hearing (motion required)

It was moved by G. Childs

Seconded by C. Griffith

Motion to adjourn the public hearing and return to the regular meeting.

Roll Call Vote: Yes (8): G. Childs, D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, R. Bezotte, and C. Griffith; No (0): None; Absent (1): D. Helzerman

MOTION Carried (8-0-1)

11. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2018-12-196 through 2018-12-198

11.a 2018-12-196

Resolution Approving the Reorganization of the Livingston County Courts

11.b 2018-12-197

Resolution Authorizing Solid Waste Challenge Grant Project Agreement with City of Howell and Release of Funds

11.c 2018-12-198

Resolution Authorizing an Agreement to Award Bob Myers Excavating, Inc. for Fillmore County Park Phase 1 Improvements – Planning

Motion to approve the resolutions on the Consent Agenda.

It was moved by W. Green

Seconded by R. Bezotte

Roll Call Vote: Yes (8): W. Green, D. Domas, R. Bezotte, C. Griffith, G. Childs, D. Parker, D. Dolan, and K. Lawrence; No (0) None; Absent (1): D. Helzerman

MOTION Carried (8-0-1)

12. RESOLUTIONS FOR CONSIDERATION

Resolutions 2018-12-199 through 2018-12-201

Motion made by Chairperson Parker to rescind Resolution 2018-11-190 Authorizing a Transfer from F519 to General Fund and an Additional Contribution to MERS.

Motion to rescind the Resolution.

It was moved by G. Childs

Seconded by D. Dolan

MOTION Carried (8-0-1)

12.a Rescission of Resolution 2018-11-190 and Consideration of the Corrected Resolution 2018-12-199

Resolution Correcting Rescinded Resolution 2018-11-190 Authorizing a Transfer from F519 to General Fund and an Additional Contribution to MERS - Administration

Motion to adopt the Resolution.

Discussion

It was moved by C. Griffith

Seconded by G. Childs

MOTION Carried (8-0-1)

12.b 2018-12-200 (Roll Call)

Resolution Adopting the 2019 Livingston County Budget – Board of Commissioners

Motion to adopt the Resolution.

Discussion

It was moved by C. Griffith

Seconded by D. Dolan

Roll Call Vote: Yes (8): C. Griffith, G. Childs, D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, and R. Bezotte; No (0): None; Absent (1): D. Helzerman

MOTION Carried (8-0-1)

12.c 2018-12-201

Resolution Authorizing the Creation of a Sanitary Facilities Operator Position - Drain Commissioner

Motion to adopt the Resolution.

Discussion

It was moved by K. Lawrence

Seconded by D. Domas

MOTION Carried (8-0-1)

13. CALL TO THE PUBLIC

None.

14. ADJOURNMENT

Motion to adjourn the meeting at 7:51 p.m.

It was moved by G. Childs

Seconded by D. Domas

MOTION Carried (8-0-1)

Elizabeth Hundley, Livingston County Clerk

LIVINGSTON COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

December 12, 2018
IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE
304 E. Grand River, Board Chambers, Howell MI 48843

Members Present D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte,
C. Griffith, and G. Childs

1. CALL MEETING TO ORDER

The meeting was call to order by Commissioner Parker at 8:45 a.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Indicated the presence of a quorum.

4. CALL TO THE PUBLIC

None.

5. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By D. Dolan

Seconded By G. Childs

Motion Carried (9-0-0)

6. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS

Dated: December 12, 2018

Motion to approve the Claims.

Moved By W. Green

Seconded By D. Dolan

Motion Carried (9-0-0)

7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES

Dated: November 29 through December 12, 2018

Motion to approve the Payables.

Moved By K. Lawrence

Seconded By R. Bezotte

Motion Carried (9-0-0)

8. CALL TO THE PUBLIC

None.

9. ADJOURNMENT

Motion to adjourn the meeting at 8:47 a.m.

Moved By D. Helzerman

Seconded By G. Childs

Motion Carried (9-0-0)

RESOLUTION

NO: 2018-12-202

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution to Approve a Non-Precedent Setting One Time Only Donation of Vacation Time to an Employee within the Courts

WHEREAS, employees within the Courts have requested the opportunity to donate vacation time to an employee of the Courts who has a serious health condition; and

WHEREAS, said donation would be a totally voluntary action on the part of the employees wishing to contribute their vacation time and will do so by signing and returning the appropriate form provided by the Human Resources Department.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves, subject to concurrence by the union representing Court employees, the non-precedent setting, one time only donation of vacation time to an employee in the Courts who is experiencing a serious health condition.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2018-12-203

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing a 3-Month Extension of the Substance Abuse Treatment Services – Circuit and District Courts - Specialty Courts and Programs

WHEREAS, Livingston County Circuit Court has contracted privately for Substance Abuse Treatment for participants of Specialty Courts Programs; and

WHEREAS, the 44th Circuit Court and 53rd District Court intends to extend the contracts with the following Substance Abuse Treatment Providers to provide services to participants in the Specialty Courts Programs:

LIVINGSTON COUNTY CATHOLIC CHARITIES

KAREN BERGBOWER

KEY DEVELOPMENT

BREAKING THE CHAIN

DENNIS MCHALE

WHEREAS, the current contracts will expire on December 31, 2018 and there are no more options to extend; and,

WHEREAS, the Court requests an extension of the Substance Abuse Treatment contracts listed above for an additional three months until March 31st, 2019, with the ability to terminate the contracts at any time with a 30 day notice; and

WHEREAS, the monies for these contracts will be appropriated in the 2019 State and Federal Grants.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the extension of the Substance Abuse Treatment contracts with Livingston County Catholic Charities; Karen Bergbower; Key Development; Breaking the Chain; and Dennis McHale until March 31st, 2019.

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.

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MOVED:

SECONDED:

CARRIED:



204 S. Highlander Way, Suite 3
Phone (517) 546-1500 Fax (517) 546-3731

Memorandum

To: Livingston County Board of Commissioners
From: Sara Applegate, Court Programs Liaison
Date: December 5, 2018
**Re: Resolution to Authorize the Extension of the Substance Abuse
Treatment Services made by the 44th Circuit Court & 53rd
District-Specialty Courts and Programs until 3/1/2019**

The Substance Abuse Treatment Services contract has been awarded to the following five (5) vendors. The contracts for Substance Abuse Treatment Services are set to expire December 31, 2018. They are as follows:

- Breaking the Chain Counseling Center, contract #381
- DMcHale Counseling, LLC., contract #384
- Karen Bergbower & Associates, contract #380
- Key Development Center, contract #383
- Livingston County Catholic Charities, contract #382


In order to ensure that we have ample time to provide potential vendors the opportunity to bid on these services and to evaluate all received bids, we request to extend our current contracts to March 1, 2019. By extending the current contracts, this will ensure continuity of services for our program participants while providing the County the opportunity to achieve the best value for this service.

Thank you in advance for your consideration. If you have any questions regarding this matter, please contact me.

COURTS
ALL SPECIALTY

KAREN BERGBOWER
& ASSOC.

SUBSTANCE ABUSE TREATMENT

| DESC. | RES # / DATE | ERP |
|--|------------------------|---|
| 2016 AGREEMENT 3.1.16 TO 12.31.16 | #2016-03-034 3.7.16 | #380  |
| <input type="checkbox"/> - 2017 RENEWAL 1.1.17 TO 12.31.17 | | |
| <input type="checkbox"/> - 2018 RENEWAL 1.1.18 TO 12.31.18 | | |

DESTROY:
2025

RESOLUTION

NO: 2016-03-034

LIVINGSTON COUNTY

DATE: March 7, 2016

RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE SUBSTANCE ABUSE TREATMENT SERVICES – 44th Circuit Court / Finance Committee/ Full Board

- WHEREAS,** Livingston County Courts have a need for Substance Abuse Treatment Services consisting of alcohol and drug abuse outpatient, intensive outpatient or other services; and
- WHEREAS,** in accordance with the County’s Purchasing Policy, a formal bid process was performed and five proposals were received and evaluated to provide substance abuse treatment services to the Specialty Courts and Programs for the period of March 1st, 2016 through December 31st, 2016, with the option of renewal for up to two additional one-year periods; and
- WHEREAS,** Livingston County Catholic Charities; Karen Bergbower & Associates, PC; Key Development Center, Inc.; Breaking the Chain Counseling Center of Brighton; and Dennis McHale have met the minimum requirements to support the various programs for substance abuse treatment services; and
- WHEREAS,** through various program funding listed below, the Courts will have the flexibility to award non-exclusive contracts to the above vendors based on program requirements and the Court’s needs with an anticipated start date of March 1st; and

| COURT | SPECIALTY COURT OR PROGRAM | MAXIMUM CURRENT CONTRACT AMOUNT PER YEAR – “NOT TO EXCEED” |
|---|--|---|
| 44 th Circuit Court | Swift and Sure Sanctions Probation Program (SSSPP) | \$1,570 |
| 44 th Circuit Court Adult Drug Court | Adult Drug Court (ADC, OHSP, SAMHSA) | \$54,709 |
| 53 rd District Court | Veterans Treatment Court | \$2,000 |
| 53 rd District Court | Intensive Treatment Mental Health Court | \$2,628 |

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into non-exclusive contracts for substance abuse treatment services with Livingston County Catholic Charities of Howell; Karen Bergbower & Associates, PC, of Brighton; Key Development Center, Inc. of Brighton; Breaking the Chain Counseling Center of Brighton; and Dennis McHale of Fowlerville, beginning March 1, 2016, and continued until December 31st, 2016, with the ability to renew the contracts at the Court’s discretion for up to two additional one-year periods.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign the contracts and contract extensions referenced above and any future amendments for monetary and contractual language upon review by Civil Counsel.

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MOVED: Commissioner Parker

SECONDED: Commissioner Childs

CARRIED: 7-0-2 absent Roll call vote: Ayes: Parker, Griffith, Dolan, Childs, Green, Domas, VanHouten; Nays: None; Absent: (Lawrence, Williams)



Memorandum

To: Livingston County Board of Commissioners
From: John Evans, Circuit/Probate Court Administrator
Date: 2/17/2016
Re: RESOLUTION AUTHORIZING CONTRACTS TO PROVIDE
SUBSTANCE ABUSE TREATMENT SERVICES – 44th Circuit
Court / Finance Committee/ Full Board

We are requesting the Livingston County Board of Commissioners to approve a contract with Livingston County Catholic Charities; Karen Bergbower & Associates, PC; Key Development Center, Inc; Breaking the Chain Counseling Center; and Dennis McHale to provide substance abuse treatment services for the Specialty Court Programs for the period of March 1, 2016 through December 31, 2016, with the ability to renew the contracts at the Court's discretion for up to two additional one-year periods.

The Livingston County 44th Circuit Court and 53rd District Court Specialty Court Programs have determined the need to offer a variety of substance abuse treatment services for participants. Treatment services may include assessment, intake, group therapy, individual therapy, or other evidence-based treatment modalities that have proven successful in the treatment of substance abuse or substance dependency disorders.

Based on the results of the bid tabulation, the Court's evaluation committee determined the following counter pricing proposal for all vendors: Intake: \$150.00 (As many minutes as required for completion); Group: \$230.00 (90 minutes); Individual: \$86.00 (60 minutes); and for previously offered "Other Services", no proposed changes. This counter offer has been agreed upon by all vendors. As a result, the Specialty Court Programs will pay the same price for the same service across all participating vendors.

The Specialty Court Programs will fund the services through various programs including, but not limited to Swift & Sure Sanctions Probation Program, Adult Drug Court, Veterans Treatment Court, and Intensive Treatment Mental Health Court.

Thank you for your consideration in this matter. If you have any questions regarding this matter please contact me.

John Evans
Circuit/Probate Court Administrator

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL
LANSING, MICHIGAN 48933

PETER A. COHL
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MATTIS D. NORDFJORD
GORDON J. LOVE

(517) 372-9000
FAX (517) 372-1026

March 14, 2016

Carol Jonckheere, Executive Assistant
Livingston County
304 E. Grand River, Suite 202
Howell, Michigan 48843

Sent Via E-Mail

Re: Agreements for Substance Abuse Treatment Services

Dear Ms. Jonckheere:

Attached are copies of Agreements for Substance Abuse Treatment Services between Livingston County on behalf of the 44th Circuit Court, 44th Circuit Court Adult Drug Court, 53rd District Court Veterans Treatment Court, and 53rd District Court Intensive Mental Health Treatment Court, and the following subcontractors:

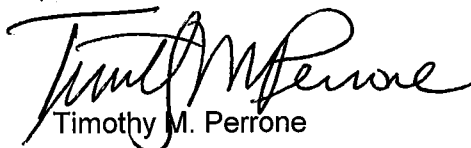
1. Breaking the Chain Counseling Center, LLC
2. DMcHale Counseling, LLC
3. Karen Bergbower & Associates, P.C.
4. Key Development Center, Inc.
5. Livingston County Catholic Charities

Under these Agreements, the various subcontractors will provide intake, group therapy, and individual therapy at standard rates, and other substance abuse treatment services. The term of each Agreement is from March 1, 2016 to December 31, 2016, with renewal for up to two additional one-year periods at the County's option depending on grant funding. The County Board of Commissioners authorized the attached Agreements in Resolution No. 2016-03-034.

If the attached Agreements are satisfactory, you may proceed to obtain the necessary signatures. When the Agreements have been fully signed, please forward a copy of each to our office for our files. If you have any questions with regards to the attached, do not hesitate to contact me.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.



Timothy M. Perrone

TMP/hrh

Enclosures

cc: John Evans, Court Administrator

n:\client\livingston\circuit court\letters\jonckheere\ltr re adult drug court sa treatment svcs 2016.doc

SUBSTANCE ABUSE TREATMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of APRIL, 2016, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) acting on behalf of the **FORTY-FOURTH JUDICIAL CIRCUIT COURT, the FORTY-FOURTH JUDICIAL CIRCUIT COURT ADULT DRUG COURT, the 53rd JUDICIAL DISTRICT COURT – VETERANS TREATMENT COURT, and the 53rd JUDICIAL DISTRICT COURT – INTENSIVE MENTAL HEALTH TREATMENT COURT**, with offices at 204 S. Highlander Way, Howell, Michigan 48843 (hereinafter referred to as the “Court”) and **KAREN BERGBOWER & ASSOCIATES, P.C.**, a Michigan professional service corporation, of 10299 Grand River Ave., Suite P, Brighton, Michigan 48116 (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the Livingston County Board of Commissioners authorized the application for and acceptance of grants from the State Court Administrative Office (hereinafter referred to as “SCAO”) for (1) the Livingston County Adult Drug Court Program, (2) the Swift and Sure Sanctions Probation Program, (3) the District Court Veterans Treatment Court, and (4) the District Court Intensive Treatment Mental Health Court Program (collectively, “the Grants”); and

WHEREAS, the SCAO has awarded these Grants for the period covering October 1, 2015 through September 30, 2016; and

WHEREAS, the County requires substance abuse treatment services of a provider for the Grants; and

WHEREAS, the Contractor possesses the required training and other qualifications needed for implementation of the Grants, and agrees to provide substance abuse treatment services which the County requires for the Grants.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

FIRST: PURPOSE OF THE PROGRAM. The Court diverts nonviolent persons with substance abuse problems from incarceration in jail and/or prison. The programs funded by the Grants are designed to achieve total abstinence from illicit/illegal drugs and promote self-sufficiency, and empower participants to become productive and responsible members of the community.

SECOND: SERVICES TO BE PROVIDED BY CONTRACTOR. The Contractor shall serve as a provider of substance abuse treatment services under the Grants with the duties and responsibilities for this position defined by SCAO and the Grants (collectively referred to as the “services”), and as more fully set forth in the Scope of Services, attached as Exhibit A and incorporated by reference. Specifically, the Contractor shall perform assessment intake, group therapy services, individual therapy services, and other services.

The manner in which the Contractor performs the required services shall be determined by the Contractor, subject to methods of performance and time deadlines as may be required by the Grants and/or rules, regulations, policies and guidelines of the Grants, and Exhibit A. The County shall rely on the Contractor to work as many hours as may be necessary to fulfill Contractor's obligations under this Agreement.

THIRD: COMPENSATION. The Contractor shall receive the following compensation for the services to be performed under this Agreement:

- A. The Contractor shall bill the County at a rate of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) per intake assessment.
- B. The Contractor shall bill the County at a rate of TWO HUNDRED THIRTY AND NO/100 DOLLARS (\$230.00) for each 90-minute session of group therapy, and EIGHTY-SIX AND NO/100 DOLLARS (\$86.00) per hour for individual therapy.
- C. The Contractor shall bill the County at a rate of THIRTY AND NO/100 DOLLARS (\$30.00) per hour for case management support services, not to exceed SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) per case.
- D. Each bill shall be submitted, processed and paid as set forth in the FIFTH section of this Agreement.
- E. The Contractor shall pay all "out of pocket" expenses they may incur in the performance of his responsibilities under this Agreement. The County shall not reimburse Contractor for any such expenses.

It is expressly understood and agreed that all compensation to be received by the Contractor for services rendered under this Agreement is subject to the availability of grant funds that the County has received from SCAO under the Grants for the grant period.

FOURTH: ACCOUNTING PROCEDURES AND FINANCIAL GUIDELINES AND ACCESS TO RECORDS. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed by this Agreement can be readily ascertained and expenditures verified therefrom.

The Contractor agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

All books, documents, papers, records and files of the Contractor relating to the services to be provided under this Agreement shall be open to inspection, during the County's regular working hours, by representatives of the County, the Court, the SCAO, the State of Michigan and the Federal Government (e.g. Federal Grantor Agency, Comptroller General of the United States, etc.). Refusal to allow representatives of the County, the Court, SCAO, the State of Michigan and the Federal Government access to said records shall constitute a material breach of this Agreement. In addition, the County, the Court, the SCAO, the State of Michigan and the Federal Government shall be entitled to prepare audits of all books, documents, papers, records and files pertaining to this Agreement.

FIFTH: BILLING PROCEDURE AND METHOD OF PAYMENT. The Contractor shall submit to the County on or before the fifth (5th) day of each month a bill for services rendered during the preceding month. Each bill shall be in such form and contain such information as the County shall require. A copy of all group therapy sessions sign-in sheet(s) must accompany invoices, and be provided to the County. The Court's Coordinator and Project Director, prior to approval for payment, must approve all bills. The Contractor shall notify the County immediately of any overpayment and, upon documented reconciliation with any underpayment, shall return the net overpayment to the County.

The County shall process and pay all bills approved by the Court's Coordinator and Project Director in accordance with the County's procedure for processing and payment of Accounts Payable.

SIXTH: REPORTS.

- A. The Contractor shall prepare and submit to the Court reports containing such information as the Court may require regarding the services required by this Agreement. The Contractor shall also submit to the County or the Court any other reports or information required by or related to the Grant or Court activities funded by the Grant when and as requested by either the County or the Court.
- B. All reports shall be in such form and submitted at such times as either the County or the Court may require.
- C. Failure by the Contractor to submit any reports or information required by either the County or the Court under this section, or failure to submit any other reports or information specifically required by this Agreement, shall constitute a material breach of this Agreement.

SEVENTH: RECORDS AND AUDITS. The Contractor shall keep and maintain adequate records and files, including the services rendered and expenditures made pursuant to this Agreement for four (4) years from either the date of termination of this Agreement or the date of submission of the final report, whichever is later. In the event an audit of the Contractor's records commences prior to, but is not completed on the date in which the Contractor may dispose of its records pursuant to this section, the Contractor shall retain its records until the audit is completed and all audit findings have been resolved to the satisfaction of the party conducting the audit. The Contractor shall maintain copies of any audit performed by any agency or individual which relate to the services performed under this Agreement and shall provide the County, the SCAO, the State of Michigan or the Federal Government with a copy of any such audits.

In addition to the foregoing audit requirements, the Contractor to the extent applicable, shall comply with the audit requirements set forth in the SCAO Grants.

EIGHTH: FORMS TO BE USED BY CONTRACTOR. In the event the County, the Court, or the SCAO furnishes forms for any of the reports or records required under this Agreement, such forms shall be used by the Contractor.

NINTH: CONFIDENTIALITY AND COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA). All information required to be held confidential by federal or state law, rule or regulation, obtained by the Contractor's personnel in connection with the provision of services or other activity under this Agreement shall be privileged communication, shall be held confidential, and shall not be divulged, without the written consent of the person whom the information concerns or his/her legal guardian, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in summary, statistical or other form which does not directly or indirectly identify particular individuals.

The Contractor shall comply with all confidentiality requirements of 42 USC '3789g, and 28 CFR Part 22 that are applicable to collection, use and revelation of data or information. Contractor further agrees, if so required, to submit a Privacy Certificate that is in accord with the requirements of 28 CFR Part 22 and, in particular, section 22.23.

To the extent that the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 as amended (HIPAA) and rules and regulations pursuant thereto, 45 CFR Parts 160 and 164, as amended, is pertinent to the services that the Contractor provides to the Court under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

- A. The Contractor must not share any protected health data and information provided by the Court that falls within HIPAA requirements except to a subcontractor as appropriate under this Agreement.
- B. The Contractor must require the subcontractor not to share any protected health data and information from the Court that falls under HIPAA requirements in the terms and conditions of the Agreement.

- C. The Contractor must only use the protected health data and information for the purposes of this Agreement.
- D. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
- E. The Contractor must have a policy and procedure to report to the Court unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
- F. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with the TWENTY-FIFTH section of this Agreement.
- G. In accordance with HIPAA requirements, the Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information by the Contractor received from the Court or any other source.

The confidentiality requirements set forth in this NINTH section shall remain in full force and effect after the termination of this Agreement.

TENTH: COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor shall render the services required by this Agreement in complete compliance with the Federal and State of Michigan Constitutions, and all applicable Federal, State and local laws, ordinances, guidelines, rules and regulations. Contractor shall also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, the Grant Agreement's principles, and audits in carrying out the terms of this Agreement. The Contractor shall also comply with all policies, rules and regulations of the Court and orders issued by the Court which relate to the specific services to be provided under this Agreement. The Contractor shall also comply with all Federal and/or State licensing and/or certification requirements of persons to provide services under this Agreement.

ELEVENTH: NONDISCRIMINATION AND PROCUREMENT. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC '12101 et seq.), as amended, and regulations promulgated thereunder.
- D. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended and rules adopted thereunder.

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

The Contractor by entering into this Agreement gives its assurance to the County, the Court and the SCAO that efforts will be made to identify and encourage the participation of minority-owned, and women-owned businesses, and businesses owned by disabled persons in contract solicitations. It is expressly understood and agreed that the Contractor shall not discriminate against minority-owned, and women-owned businesses, and businesses owned by disabled persons when contracting. The Contractor shall, upon the request of either the County, the Court or the SCAO, be able to demonstrate efforts it has made to enter into contracts with such businesses. The Contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination

against minority owned and women owned businesses and businesses owned by disabled persons in subcontracting; and (2) making discrimination a material breach of contract.

The Contractor shall assure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accord with the principles and requirements of OMB Circular A-102 (as revised), implemented through applicable portions of the associated "Common Rule" as promulgated by responsible federal contractor(s), or A-110 as applicable and that records sufficient to document the significant history of all purchases are maintained for a minimum of four (4) years after the end of the term of this Agreement.

TWELFTH: COMPLIANCE WITH SCAO AGREEMENTS. It is expressly understood and agreed by the Contractor that this Agreement is subject to the terms and conditions of the Grant Agreements entered into between the County and the SCAO. The Contractor shall comply with all applicable terms and conditions of the SCAO Grant Agreements. The provisions of this Agreement shall take precedence over the SCAO Grant Agreements unless a conflict exists between this Agreement and the provisions of the SCAO Grant Agreements, in which case the provisions of the SCAO Agreements shall prevail. A conflict between the documents, however, shall not be deemed to exist where this Agreement: 1) contains additional provisions not set forth in the SCAO Grant Agreements; 2) restates provisions of the SCAO Grant Agreements to afford the County and Court the same or substantially the same rights and privileges as the SCAO; or 3) requires the Contractor to perform duties and/or services in less time than that afforded the County in the SCAO Grant Agreements. A copy of each of the SCAO Grant Agreements has been provided to the Contractor, and is incorporated by reference into this Agreement and made a part hereof. In addition, the Contractor agrees to provide the Federal and State assurances set forth in Exhibits B and C, attached and incorporated by reference.

THIRTEENTH: LOBBYING. The Contractor shall comply with the Anti-Lobbying Act, Title 31 USC §1352, as revised by the Lobbying Disclosure Act of 1995, (2 USC §1601 *et seq.*) and Section 503 of the Department of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208). The Contractor shall require any subcontractors it may have under this Agreement to also comply with the requirements of this section.

FOURTEENTH: DEBARMENT AND SUSPENSION. The Contractor hereby gives its assurance to the County, the Court and the SCAO that the Contractor shall comply with Federal Regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that it and its subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection B of this section.
- D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

FIFTEENTH: BREACH OF AGREEMENT. In the event the Contractor violates or breaches any of the terms and conditions of this Agreement, the County, the Court and the SCAO may seek administrative, contractual or legal remedies and take such remedial action as may be appropriate.

SIXTEENTH: INDEPENDENT CONTRACTOR AND SERVICES TO THIRD PARTIES. It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor and its employees and/or subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of either the County or the Court and shall not be entitled to any fringe benefits of the County or the Court, such as, but not limited to health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor shall be responsible for paying all salaries, wages and other compensation which may be due its employees, agents or subcontractors performing work under this Agreement and for paying taxes and withholding and payment of all applicable taxes of employees, including but not limited to, income and social security taxes, to the proper Federal, State and local governments. Contractor shall be responsible for providing Workers' Compensation Insurance Coverage and payment of Unemployment Compensation for its employees, as required by law.

It is expressly understood and agreed that as an independent contractor the Contractor shall be free to provide its services as a substance abuse treatment provider to any third party provided neither of the following occur:

- A. A conflict of interest does not arise between the work to be provided under this Agreement and the third party and/or work to be performed for the third party.
- B. Services provided to third party(ies) does not diminish the quality and amount of work performed under this Agreement.

If either A or B above occur, the Contractor shall terminate its relationship with the third party. If Contractor fails to terminate such relationship within thirty (30) days of the County's/Court's request for such termination, the County may terminate this Agreement as set forth in the TWENTY-FIFTH section. By such termination the County does not waive any of the other rights and remedies against the Contractor.

SEVENTEENTH: INDEMNIFICATION AND HOLD HARMLESS. To the extent permitted by law, the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless, the County, the Court, and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees, that the County, the Court and their elected and appointed officers employees or agents may incur as a result of a breach of any provision of this Agreement, violations of either the Federal or State of Michigan Constitutions of any Federal or State of Michigan laws, intentional torts, acts or omissions which by statute give rise to strict liability, or negligent acts or omissions by the Contractor or the Contractor's employees and agents, that may arise out of this Agreement.

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

EIGHTEENTH: INSURANCE. The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan, and with insurance companies acceptable to the County which have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Workers' Compensation Insurance. If Contractor has employees, Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan. In the event the Contractor uses subcontractors for the performance of services under this Agreement, the Contractor shall ensure that the subcontractors carry Workers' Compensation and Employers' Liability Insurance coverage, as required by law.

- B. Personal Property. The Contractor shall be responsible for insuring all its tools and equipment and all materials which it may use and/or leave at the work site. The County shall not be responsible for any loss or damage to the Contractor's tools and materials.
- C. Professional Liability Insurance. Professional Liability (Medical Malpractice) Insurance in an amount of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per claim and/or occurrence and aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after termination of this Agreement.
- D. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage. Coverage shall include all owned, non-owned and hired vehicles, of not less than \$3,000,000.00 per occurrence combined single limit.
- E. Additional Insureds. The Contractor's Comprehensive General Liability Insurance shall include Livingston County, the 44th Judicial Circuit Court of Michigan, and the 53rd Judicial District Court of Michigan as additional insureds.
- F. Cancellation Notice. Workers' Compensation Insurance, Professional Liability Insurance, and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Livingston County Purchasing, 304 E. Grand River, Suite 204, Howell, Michigan 48843."
- G. Proof of Insurance The Contractor shall provide to the County at the time of this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.
- H. Continuation of Coverage If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver the renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

NINETEENTH: NOTICES. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by first class mail to the following:

| LIVINGSTON COUNTY: | | CONTRACTOR: |
|---|--|---|
| MARIE DOUVILLE Livingston Co. Judicial Center 204 S. Highlander Way - Suite 3 Howell, Michigan 48843 | -&- LIVINGSTON CO. ADMINISTRATOR 304 East Grand River, Suite 202 Howell, Michigan 48843 | KAREN BERGBOWER, PRESIDENT Karen Bergbower & Associates, P.C. 10299 Grand River Ave., Suite P Brighton, Michigan 48116 |

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

TWENTY-FIRST: ASSIGNMENT AND SUBCONTRACTS. The Contractor shall not assign or subcontract its duties and/or obligations under this Agreement without the prior written consent of the County and the Court.

TWENTY-SECOND: AMENDMENTS OR MODIFICATIONS TO THE AGREEMENT. This Agreement may be amended or modified only by the written mutual consent of the parties hereto.

TWENTY-THIRD: APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Contractor acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

TWENTY-FOURTH: AGREEMENT PERIOD. This Agreement shall become effective and performance thereon shall commence on the 1st day of March, 2016, and shall continue to the 31st day of December, 2016, at which time it shall terminate. In the event grant funding is extended or renewed, the County, at its discretion, may renew this Agreement for up to two additional one-year periods, upon written notice, and subject to availability of appropriated funds.

TWENTY-FIFTH: TERMINATION. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated prior to the end of its term upon the occurrence of any of the following:

- A. Termination shall be effective immediately if the Grant Agreements are terminated for any reason. The termination of this Agreement shall be effective as of the effective date of the Grant Agreement's termination.
- B. This Agreement may be terminated by either party without cause by giving sixty (60) days prior written notice to the other party.
- C. This Agreement may be terminated by either party with cause by giving the other party thirty (30) days written notice of the other party's failure to comply with the terms and conditions of this Agreement. The notice shall spell out the alleged breach. The termination shall become effective at the end of the thirty (30) day period if the breach is not cured before the end of the notice period.

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

TWENTY-SEVENTH: COMPLETE AGREEMENT. This Agreement, the attached Exhibits, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-EIGHTH: RETURN OF RECORDS. Upon termination of this Agreement, the Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Contractor's or any of its employees' possession or control that are the property of the County or Court.

TWENTY-NINTH: NON-BENEFICIARY CONTRACT. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

THIRTIETH: INVALID/UNENFORCEABLE PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of

this Agreement, this Agreement shall be considered to have terminated as of the date which the clause or provision was rendered invalid or unenforceable.

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

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

COUNTY OF LIVINGSTON

BY:

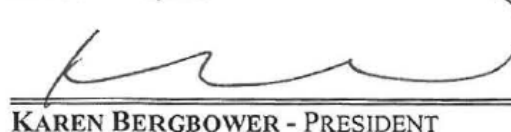

KATE LAWRENCE - CHAIRWOMAN

COUNTY BOARD OF COMMISSIONERS

Dated: 4/4/16

CONTRACTOR: KAREN BERGBOWER & ASSOCIATES, P.C.

BY:


KAREN BERGBOWER - PRESIDENT

Dated: 3/21/16

44TH JUDICIAL CIRCUIT COURT - ADULT DRUG COURT & 53RD JUDICIAL DISTRICT COURT - VETERANS TREATMENT COURT AND INTENSIVE TREATMENT MENTAL HEALTH COURT

BY:


DAVID J. READER - CHIEF JUDGE

LIVINGSTON COUNTY TRIAL COURTS

Dated: 3/28/16

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: TIMOTHY M. PERRONE - 3/14/16

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LIV/CIRCUIT COURT: #12-001

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SUBSTANCE ABUSE TREATMENT:
KAREN BERGBOWER & ASSOCIATES, PC

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TERM: 3/1/2016 - 12/31/2016
LIV Co RES: 2016-03-034

local regulatory agency. If applicable, provide the date, identity of the agency citation or fine, description of the violation and final ruling of the agency.

- s) Identify any contracts for services similar to those proposed by the vendor in response to this RFP for which the contract was terminated for cause either by the vendor, the utility, the municipality or the industry.
- t) The vendor shall supply verification of licenses by including current copies with the proposal submission that are necessary or required to perform the duties described in this RFP.
- u) The vendor will submit a description of all substance abuse treatment services that the vendor may provide, which will include the following mandatory required services: Intake Assessment, Group Substance Abuse Treatment Therapy Sessions (weekly), and Individual Substance Abuse Counseling; with preferred services also including, Counseling Transition/Action; Maintenance; and Relapse Prevention/Aftercare.

SCOPE OF SERVICES

Background Information - The Livingston County 44th Circuit Court and 53rd District Court specialty court programs have determined the need to offer a variety of substance abuse treatment services for participants. Treatment services may include assessment, intake, group therapy, individual therapy, or other evidence-based treatment modalities that have proven successful in the treatment of substance abuse or substance dependency disorders.

The overall treatment goal of our specialty court programs is to provide participants with professional counseling to address their substance abuse or dependency disorder.

Service Requirements - All services requested in this RFP may be provided during traditional and non-traditional hours, i.e. evenings at a location arranged by the treatment provider. The location selected must be in Livingston County. (Residences, personal or otherwise, are excluded and cannot be considered an acceptable location.)

Substance Abuse Counseling Services – A successful vendor will be able to provide a variety substance abuse services for participants assigned by the Court to any Specialty Court Program. Services should include components that address substance abuse education and prevention, relapse prevention, maintenance, accessing community resources and aftercare planning. Required services will include: Intake Assessment, Group Substance Abuse Treatment Therapy Sessions (weekly), and Individual Substance Abuse Counseling. Preferred services include, Counseling Transition/Action; Maintenance; and Relapse Prevention/Aftercare. The ability to provide other treatment services that incorporate evidence-based practices is encouraged.

In response to this RFP, the Vendor shall submit a proposal that, at minimum, shall include:

- Detailed description of ALL possible substance abuse treatment services that the Vendor is currently able to provide.
- How the Vendor complies with evidence-based practices for treatment services.
- How the Vendor uses Motivational Interviewing to support participant engagement with treatment and provide proof of formal training.

- How the Vendor integrates trauma-informed care into treatment services and proof of formal training.
- Timeline detailing the length of time anticipated from time of referral to start of services.
- An example of a written treatment report.
- A completed Substance Abuse Services Pricing Chart provided with this RFP.

Intake Assessment

An intake assessment shall be completed by the treatment provider prior to the participant beginning treatment. This assessment should be used to monitor a participant's progression through treatment and participation in our specialty court program. The outcome of the assessment shall be communicated to the Court. This assessment shall provide the following information:

1. Substance abuse history of participant and family
2. Prior treatment history
3. Participant attitude/prognosis for change
4. Recommended treatment modality.

Court Attendance

A successful vendor will demonstrate the ability to participate effectively in Specialty (Problem Solving) Court team processes and will agree to support the success of Specialty Court participants by agreeing to consistently attend program staffing meetings and appearing at and participating in court review hearings. The Vendor will be expected to provide the specialty court team with treatment updates and progress notes during staffing meetings. The Vendor will be included in team discussions and decisions when determining participant sanctions, incentives, case planning, etc., as supported by best practices for problem-solving courts. The Vendor will be expected to provide participants with overall support during court review hearings and may be called upon by the Judge to verify participant attendance and engagement with treatment. Depending on which specialty court program the vendor is participating in, and which program phase the vendor's clients are in, vendor attendance at staffing meetings and court review hearings may be required weekly, twice per month, or once per month. As an essential team member, the Vendor may be encouraged to attend program planning meetings in addition to regular court staffing meetings and review hearings.

1. **REPORTS.** The Contractor shall submit written attendance and treatment progress reports to the Court. Reports shall detail attendance, summarize treatment services provided, and shall indicate individual participant engagement with services. Reports may need to be submitted simultaneously to multiple Court personnel such as Probation Officers, Program Coordinators, Case Managers, etc. Written treatment progress reports may be required for submission on a weekly or monthly basis. Written attendance reports will be required for submission to the Court on a weekly basis and shall clearly indicate both the treatment services provided and the individuals who received them.

In response to this RFP, the Vendor shall submit an example of a written treatment progress report as Appendix F.

The Contractor shall complete a final assessment report upon the juvenile participant's completion of the Program. This report shall provide such information as the treatment

goals achieved during the program, recommendation for continued services within the community, if any, prognosis and aftercare planning. The Contractor shall submit to the County and/or the Court any other reports or information related to the services provided when and as requested by the either the County or the Court.

The Contractor shall submit to the 44th Circuit Court and 53rd District Court reports that indicate the effectiveness of activities performed under this Agreement as specified in the description of services in this Agreement.

All reports shall be in such form and submitted at such times as either the County or the Court may require.

- a. The Contractor will support the integrity of our programs by openly communicating with court personnel in regards to issues that involve an individual's participation and progression through treatment, attendance, or if there are concerns with an individual's wellbeing or safety.
- b. Failure by the Contractor to submit any reports or information required by either the County or the Court shall constitute a material breach of the contract.
2. The Contractor shall cooperate with program audit and evaluation. The Contractor shall permit the 44th Circuit Court or 53rd District Court, funding sponsors, Livingston County, or any of its identified agents, to access the Contractor's facilities and records at any reasonable time, to audit and evaluate the operation of the program.
3. The Contractor shall submit all reports and all information requested by the deadlines established by the individual specialty court program in which the Contractor is providing services for.
4. The Contractor shall submit an annual report acceptable to the 44th Circuit Court Administrator by July 30 of each contract year.

The annual report shall, at a minimum, include:

- a. Program History
- b. Program Overview
- c. Program Model
- d. Program Mission/Philosophy
- e. Contract Expectations and Results
- f. Staffing Pattern
- g. Narrative Services Summary
- h. Special Projects, Community Involvement
- i. Problems/Barriers and Corrective Action Plan, if applicable
- j. Program Effectiveness – addressing:
 - How the Vendor measures program effectiveness and success
 - Retention rate of participants through treatment
 - How services work to reduce substance use, abuse, or dependency amongst participants
 - How services will reduce long-term rates of criminal behavior in serious offenders
 - How services will reduce recidivism and re-arrest rate
 - How services can improve behavior and mental health problems of participants
 - Success in relapse prevention

- Other favorable outcomes as measured by Vendor
5. RECORDS AND INSPECTIONS. The Contractor shall maintain full and accurate records with respect to all services performed. Representatives of the County, the Court and Michigan Department of Human Services shall have free access during the County's normal business hours to such records and shall have the right to examine and audit the same and to make copies and/or transcripts thereof and to inspect all data, proceedings and activities pertaining to the service provided. Refusal to allow the County's, the Court's or the Michigan Department of Human Services' representatives access to said records, data, documents, proceedings and activities and right to inspect, audit, make copies and/or transcripts thereof, shall constitute a material breach of the contract.
 6. CONFIDENTIALITY. The Contractor shall establish and maintain procedures to ensure against disclosures of Program records reports, confidential communications and visual or audio material containing the identity of individual participants which the Court has referred for services. The only exceptions to this requirement shall be the following:
 - A. Where disclosure is ordered by the Court.
 - B. Where disclosure is required or authorized by law.

Under no circumstances may any public reports or findings contain the names of the participants that the Court has referred for services.

7. PROOF OF CONTRACTOR'S BUSINESS STATUS. The Contractor prior to commencing work under this request shall provide the Court with documentation of their authority to conduct business in the State of Michigan and in what capacity (i.e. sole proprietorship, partnership or corporation). At the end of each quarter of the calendar year, the Contractor shall submit to the Court documentation showing that they have filed and paid required tax returns to the Federal, State and local governments.
8. ACCOUNTING PROCEDURES. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices in order that the costs allowed can be readily ascertained and expenditures verified. The Vendor agrees to invoice in accordance with the Court's Financial Department policies which are detailed under the 'Invoice' section of this RFP.
9. COMPLIANCE WITH THE LAW. The Contractor shall render the services required within this request in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to applicable rules adopted Michigan Department of Human Services. The Contractor shall also comply with all policies, rules, and regulations of the Court and orders issued by the Court which relate to the specific services to be provided to a minor.
10. LEGAL ADVICE. Under no circumstances may the Contractor provide legal advice to the participants assigned to this program.

ASSURANCES - NON-CONSTRUCTION PROGRAMS



Approval No. 4040-0007
Revision Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| | | | |
|---|--|----------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | | TITLE | |
| APPLICANT ORGANIZATION | | DATE SUBMITTED | |

Michigan State Police Byrne-JAG Grant Requirements - Appendix

1. The subcontractor agrees and understands that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a subcontractor's budget and may not supplant (replace) state, local or tribal funds that the subcontractor otherwise would have spent on positions or any other items approved in this agreement if it had not received a grant award.
2. If the subcontractor hires new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted level of positions.
3. If the subcontractor rehires personnel who have already been laid off at the time of application as a result of state, local or tribal budget cuts, it must rehire the personnel on or after the official grant award start date and maintain documentation showing the date(s) that the positions were laid off and rehired.
4. For the subcontractor's plans on maintaining personnel who are at the time of the application scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, the subcontractor must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off.
5. The court gives assurance to the county and the SCAO that the subcontractor shall comply with 45 CFR §76 and certifies to the best of its knowledge and belief that it and its subcontractors: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. (b) Have not within a three year period preceding this agreement been: (1) Convicted of or had a civil judgment rendered against them for commission of fraud; (2) Convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (3) Convicted of a violation of federal or state anti-trust statutes; or (4) Convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection B. (d) Have not within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
6. The subcontractor agrees that it will provide a drug-free workplace and abide by all requirements under the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 67, Subpart F, for contractors.
7. Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require approval by SCAO. Individual consultant fees are limited to \$450 (excluding travel, lodging and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, written approval is required from SCAO. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

| | | |
|---|-------|----------------|
| Signature of Authorized Certifying Official | Title | |
| Applicant Organization | | Date Submitted |

RESOLUTION

NO: 2018-12-204

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into an Agreement with AvFuel Corporation as the Aviation Fuel Supplier for the Livingston County Spencer J. Hardy Airport – Airport

WHEREAS, the Livingston County Fiscal Services solicited proposals for firms to supply aviation fuels and related services to the Livingston County Spencer J. Hardy Airport; and

WHEREAS, a total of four (4) proposals were received from vendors qualified to provide these services; and

WHEREAS, AvFuel Corporation has been in business since 1973 and is based in Ann Arbor, Michigan; and

WHEREAS, AvFuel Corporation will provide competitive fuel pricing, has a robust credit card processing system, and was given high marks for their services from their references; and

WHEREAS, funding for aviation fuel services for the Livingston County Spencer J. Hardy Airport were budgeted and approved as part of the 2019 Airport budget.

THEREFORE BE IT RESOLVED the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a contract with AvFuel Corporation located at 47 W. Ellsworth Road, Ann Arbor, MI 48843 to supply aviation fuel and related services as described within the scope of services within RFP-LC-18-19 per the agreed upon rates.

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.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes any budget amendment necessary to effectuate the above award.

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MOVED:

SECONDED:

CARRIED:

RFP-LC-18-19: Evaluation Matrix

| RFP-LC-18-19: Evaluation Matrix | Maximum Points | AV Fuel | Arrow Energy | Eastern | EPIC |
|--|----------------|---------|--------------|---------|------|
| Statement of Work | 45 | 81 | 69 | 71 | 64 |
| Company Profile (Section 2.1) | 10 | 16 | 13 | 16 | 11 |
| References (Section 2.2) | 25 | 40 | 32 | 41 | 37 |
| Pricing (Section 1.7 and Attachment A) | 20 | 34 | 40 | 31 | 33 |
| Total Points Earned | 100 | 171 | 144 | 159 | 145 |

Bid Tabulation

| Appendix A: Pricing Sheet Description | AVFUEL | ARROW | EASTERN | EPIC |
|--|-------------|-------------|-------------|-------------|
| Jet A 09-18-2018 Price Per Gallon | \$ 2.3288 | \$ 2.2925 | \$ 2.2477 | \$ 2.2666 |
| Jet A 09-25-2018 Price Per Gallon | \$ 2.3067 | \$ 2.2710 | \$ 2.2256 | \$ 2.2445 |
| Jet A 10-02-2018 Price Per Gallon | \$ 2.3823 | \$ 2.3460 | \$ 2.3012 | \$ 2.3201 |
| AVGAS 09-18-2018 Price Per Gallon | \$ 3.5840 | \$ 3.4100 | \$ 3.3137 | \$ 3.6085 |
| AVGAS 09-25-2018 Price Per Gallon | \$ 3.6310 | \$ 3.4000 | \$ 3.2966 | \$ 3.6156 |
| AVGAS 10-02-2018 Price Per Gallon | \$ 3.5630 | \$ 3.4600 | \$ 3.3829 | \$ 3.5476 |
| JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Federal Excise + LUST Tax | \$ 0.244000 | \$ 0.244000 | \$ 0.244000 | \$ 0.244000 |
| JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Federal Superfund/Oil Spill Fee | \$ 0.002140 | \$ 0.002143 | \$ 0.002140 | \$ 0.002140 |
| JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Aviation Fuel Tax (for resale) | \$ 0.029850 | \$ 0.030000 | \$ 0.030000 | \$ 0.030000 |
| JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Underground Storage Tank Fee | \$ 0.010000 | \$ 0.010000 | \$ 0.100000 | \$ 0.010000 |
| JET A Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Freight | | | \$ 0.1651 | \$ 0.0375 |
| AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Total per-gallon Amount of Applicable Taxes | \$ 0.285990 | \$ 0.286143 | \$ 0.541240 | \$ 0.323640 |
| AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Federal Excise + LUST Tax | \$ 0.194000 | \$ 0.194000 | \$ 0.194000 | \$ 0.194000 |
| AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Federal | \$ 0.002140 | \$ 0.002143 | \$ 0.002140 | \$ 0.002140 |
| AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Aviation Fuel Tax (for resale) | \$ 0.029850 | \$ 0.030000 | \$ 0.030000 | \$ 0.300000 |
| AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Underground Storage Tank Fee | \$ 0.010000 | \$ 0.010000 | \$ 0.010000 | \$ 0.100000 |
| AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Michigan Pre-Paid Sales Tax* changes monthly and not applicable to Jet A purchases | \$ 0.151000 | \$ 0.151000 | \$ 0.153000 | \$ 0.153000 |
| AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Freight | | | \$ 0.165100 | \$ 0.059400 |
| AVGAS Taxes - Itemized List of all Transportation costs, applicable taxes and fees: Total per-gallon Amount of Applicable Taxes | \$ 0.386990 | \$ 0.387143 | \$ 0.554240 | \$ 0.808540 |
| Optional Statewide Cooperative Contract? | No | No | No | Yes |

MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson
Airport Manager

DATE: December 5, 2018

RE: Fuel Supplier Agreement with Avfuel Corporation

The Livingston County Fiscal Services Department has assisted the Airport by soliciting proposals for the fuel vendor at the Livingston County Airport.

A total of four proposals were received, including one from our current vendor. After a review of the proposals, it was determined that Avfuel Corporation of Ann Arbor can best meet the needs of the airport in the future.

RESOLUTION

NO: 2018-12-205

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Accepting Grant Funding from the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation – Health Department

WHEREAS, P.A. 207 of 2018 section 901 requires the Department of Licensing and Regulatory Affairs (LARA) to expend funds appropriated by the legislature for medical marihuana operation and oversight grants to counties for education, communication and outreach programs; and

WHEREAS, grant money is distributed proportionally to each county based on the number of medical marihuana registry identification cards issued or renewed as of September 30, 2018; and

WHEREAS, Livingston County Administrator has recently been made aware that the amount of grant funds available for education, communication and outreach activities in Livingston County is \$50,268 and request for this funding is due to LARA by January 1, 2019; and

WHEREAS, County Administrator has requested that both the Health Officer and Director of Community Mental Health collaborate and determine where funding for education, communication and outreach can be best utilized within Livingston County in the amount not to exceed \$50,268; and

WHEREAS, Livingston County Health Department will be the administrator of the grant and reporting requirements and recommends that the Board of Commissioners accept the grant funding.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize accepting the grant funding from LARA- Bureau of Medical Marihuana for activities for education, communication and outreach for 2019 in the amount not to exceed \$50,268.

BE IT FURTHER RESOLVED that the Board of Commissioners authorize any budget amendment to effectuate the above funding increase.

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

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**MOVED:
SECONDED:
CARRIED:**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

November 16, 2018

Dear Counties:

The Legal Division of the Bureau of Medical Marihuana Regulation has been assigned to administer the Medical Marihuana Operation and Oversight Grants to Michigan counties.

Public Act 207 of 2018 section 901 requires the Department of Licensing and Regulatory Affairs to expend funds appropriated by the legislature for medical marihuana operation and oversight grants **to counties for education and outreach programs** relating to the Michigan medical marihuana program pursuant to section 6(l) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26426. Grants provided under this section must not be used for law enforcement purposes. The grant money is distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county that applied for a grant.

Attached to this letter, please find the application and the list of funds available for each county in the State of Michigan. If your county is interested in participating for FY 2019, please submit the documents to the email address listed below and listed on the attached application by January 1, 2019 which is the deadline established in 2018 PA 207.

The grant application for the Medical Marihuana Operation and Oversight Grants must be submitted electronically no later than **January 1, 2019** by sending an email to the department using the following email address: LampkinsS@michigan.gov. Applications received after January 1, 2019 may not be accepted.

If you have any questions regarding the grant, please do not hesitate to contact Shaun Lampkins at (517) 284-8563, LampkinsS@michigan.gov within the Legal Division for assistance.

Sincerely,

Colleen Curtis, Manager
Legal Division
Bureau of Medical Marihuana Regulation
Michigan Department of Licensing and Regulatory Affairs
CurtisC8@michigan.gov

Department of Licensing and Regulatory Affairs Bureau
of Medical Marihuana Regulation
Medical Marihuana Operation and Oversight Grants for Counties

The total amount per county is based on the number of MMMP Registry Cards issued
(New/Renewal) pursuant PA 207 of 2018 (Section 901)

| County | Patient Registry Cards Issued | Patient Registry Cards Renewed | Total Patient Cards Issued and Renewed | Grant Funds Available |
|------------|-------------------------------|--------------------------------|--|-----------------------|
| Alcona | 46 | 179 | 225 | \$4,206 |
| Alger | 19 | 86 | 105 | \$1,963 |
| Allegan | 355 | 1,183 | 1,538 | \$28,752 |
| Alpena | 59 | 358 | 417 | \$7,795 |
| Antrim | 77 | 395 | 472 | \$8,824 |
| Arenac | 78 | 395 | 473 | \$8,842 |
| Baraga | 18 | 81 | 99 | \$1,851 |
| Barry | 166 | 712 | 878 | \$16,413 |
| Bay | 289 | 2,061 | 2,350 | \$43,931 |
| Benzie | 53 | 297 | 350 | \$6,543 |
| Berrien | 540 | 1,901 | 2,441 | \$45,632 |
| Branch | 249 | 619 | 868 | \$16,226 |
| Calhoun | 351 | 1,830 | 2,181 | \$40,772 |
| Cass | 160 | 679 | 839 | \$15,684 |
| Charlevoix | 100 | 306 | 406 | \$7,590 |
| Cheboygan | 64 | 263 | 327 | \$6,113 |
| Chippewa | 81 | 312 | 393 | \$7,347 |
| Clare | 126 | 536 | 662 | \$12,376 |
| Clinton | 128 | 740 | 868 | \$16,226 |
| Crawford | 33 | 200 | 233 | \$4,356 |
| Delta | 131 | 419 | 550 | \$10,282 |
| Dickinson | 93 | 359 | 452 | \$8,450 |
| Eaton | 360 | 1,733 | 2,093 | \$39,127 |
| Emmet | 76 | 376 | 452 | \$8,450 |

**Department of Licensing and Regulatory Affairs Bureau
of Medical Marihuana Regulation
Medical Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards issued
(New/Renewal) pursuant PA 207 of 2018 (Section 901)

| | | | | |
|----------------|-------|--------|--------|-----------|
| Genesee | 1,399 | 7,977 | 9,376 | \$175,275 |
| Gladwin | 92 | 379 | 471 | \$8,805 |
| Gogebic | 52 | 199 | 251 | \$4,692 |
| Grand Traverse | 240 | 1,276 | 1,516 | \$28,340 |
| Gratiot | 113 | 473 | 586 | \$10,955 |
| Hillsdale | 234 | 896 | 1,130 | \$21,124 |
| Houghton | 58 | 302 | 360 | \$6,730 |
| Huron | 47 | 370 | 417 | \$7,795 |
| Ingham | 718 | 4,825 | 5,543 | \$103,621 |
| Ionia | 179 | 679 | 858 | \$16,040 |
| Iosco | 77 | 512 | 589 | \$11,011 |
| Iron | 56 | 199 | 255 | \$4,767 |
| Isabella | 86 | 637 | 723 | \$13,516 |
| Jackson | 469 | 2,438 | 2,907 | \$54,344 |
| Kalamazoo | 552 | 2,551 | 3,103 | \$58,008 |
| Kalkaska | 82 | 346 | 428 | \$8,001 |
| Kent | 987 | 5,470 | 6,457 | \$120,707 |
| Keweenaw | 6 | 26 | 32 | \$598 |
| Lake | 55 | 192 | 247 | \$4,617 |
| Lapeer | 302 | 1,467 | 1,769 | \$33,070 |
| Leelanau | 34 | 179 | 213 | \$3,982 |
| Lenawee | 354 | 2,152 | 2,506 | \$46,847 |
| Livingston | 360 | 2,329 | 2,689 | \$50,268 |
| Luce | 17 | 69 | 86 | \$1,608 |
| Mackinac | 42 | 131 | 173 | \$3,234 |
| Macomb | 1,895 | 13,862 | 15,757 | \$294,562 |

**Department of Licensing and Regulatory Affairs Bureau
of Medical Marihuana Regulation
Medical Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards issued
(New/Renewal) pursuant PA 207 of 2018 (Section 901)

| | | | | |
|--------------|-------|--------|--------|-----------|
| Manistee | 86 | 334 | 420 | \$7,852 |
| Marquette | 114 | 669 | 783 | \$14,637 |
| Mason | 107 | 402 | 509 | \$9,515 |
| Mecosta | 100 | 436 | 536 | \$10,020 |
| Menominee | 96 | 278 | 374 | \$6,992 |
| Midland | 142 | 896 | 1,038 | \$19,404 |
| Missaukee | 31 | 148 | 179 | \$3,346 |
| Monroe | 456 | 2,442 | 2,898 | \$54,175 |
| Montcalm | 322 | 818 | 1,140 | \$21,311 |
| Montmorency | 57 | 189 | 246 | \$4,599 |
| Muskegon | 471 | 2,253 | 2,724 | \$50,923 |
| Newaygo | 184 | 702 | 886 | \$16,563 |
| Oakland | 2,496 | 17,120 | 19,616 | \$366,702 |
| Oceana | 126 | 467 | 593 | \$11,086 |
| Ogemaw | 67 | 309 | 376 | \$7,029 |
| Ontonagon | 23 | 91 | 114 | \$2,131 |
| Osceola | 94 | 328 | 422 | \$7,889 |
| Oscoda | 27 | 99 | 126 | \$2,356 |
| Otsego | 83 | 325 | 408 | \$7,627 |
| Ottawa | 435 | 2,297 | 2,732 | \$51,072 |
| Presque Isle | 32 | 146 | 178 | \$3,328 |
| Roscommon | 97 | 429 | 526 | \$9,833 |
| Saginaw | 416 | 2,657 | 3,073 | \$57,447 |
| Saint Clair | 380 | 2,106 | 2,486 | \$46,473 |
| Saint Joseph | 194 | 782 | 976 | \$18,245 |
| Sanilac | 119 | 573 | 692 | \$12,936 |

**Department of Licensing and Regulatory Affairs Bureau
of Medical Marihuana Regulation
Medical Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards issued
(New/Renewal) pursuant PA 207 of 2018 (Section 901)

| | | | | |
|--------------|---------------|----------------|----------------|--------------------|
| Schoolcraft | 27 | 106 | 133 | \$2,486 |
| Shiawassee | 291 | 1,198 | 1,489 | \$27,835 |
| Tuscola | 244 | 1,186 | 1,430 | \$26,732 |
| Van Buren | 344 | 1,181 | 1,525 | \$28,508 |
| Washtenaw | 854 | 5,809 | 6,663 | \$124,558 |
| Wayne | 2,550 | 23,985 | 26,535 | \$496,046 |
| Wexford | 88 | 451 | 539 | \$10,076 |
| Total | 23,311 | 137,168 | 160,479 | \$3,000,000 |

**Department of Licensing and Regulatory Affairs
Bureau of Medical Marihuana Regulation**

Medical Marihuana Operation and Oversight Grants

2019 Grant Application Information and Instructions

1. The Michigan Legislature has appropriated a total of \$3 million dollars for the Medical Marihuana Operation and Oversight Grants. These grants, which are available **to counties**, will only be approved by the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation for the **education, communication, and outreach** regarding the Michigan Medical Marihuana Act, 2008 IL, MCL 333.26421 to 333.26430. Grants provided under this section must not be used for law enforcement purposes.
2. The Medical Marihuana Operation and Oversight grant application must be received electronically no later than **January 1, 2019** at the following email address: **Shaun Lampkins**, LampkinsS@michigan.gov.
3. The amount of funds available to each county are posted on the department website. Potential grant amounts are calculated based on the proportion of the number of registry identification cards issued or renewed in the county as of **September 30, 2018**.
4. The county must submit **financial status reports** to the Department of Licensing and Regulatory Affairs on **April 1, 2019, July 1, 2019, and September 15, 2019**.
5. On **September 15, 2019**, a **final report** must be submitted detailing how the total grant was expended. The final report should include:
 - A summary of the project implementation plan and any deviations from the original project as proposed.
 - Accomplishments and problems experienced while carrying out the project activities.
 - Coordinated efforts with other organizations to complete the project.
 - Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - Any experience in applying the project products and anticipated “next steps.”
 - Actual budget expenditures compared to the budget in the agreement and the reason for any discrepancies.
6. Applicants must be EFT compliant and obtain (if they have not already) a SIGMA Vendor Customer ID number. SIGMA Vendor information can be obtained at the following website:
<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

Questions regarding the Medical Marihuana Operation and Oversight Grants are to be directed to the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation,

**Department of Licensing and Regulatory Affairs
Bureau of Medical Marihuana Regulation**

Shaun Lampkins at (517) 284-8563, LampkinsS@michigan.gov.

The Department of Licensing and Regulatory Affairs is only responsible for processing grant applications that meet the requirements as set forth by Section 901 of 2018 PA 207, the expending of grant funds, and the compiling of the required reports.

**Medical Marihuana Operation and Oversight Grants
2018 PA 207 (Section 901)**

Sec. 901. (1) The department shall expend the funds appropriated in part 1 for medical marihuana operation and oversight grants for grants to counties for education and outreach programs relating to the Michigan medical marihuana program pursuant to section 6(l) of the Michigan medical marihuana act, 2008 IL 1, MCL 333.26426. These grants shall be distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county that applied for a grant under subsection (2). For the purposes of this subsection, operation and oversight grants are for education, communication, and outreach regarding the Michigan medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430. Grants provided under this section must not be used for law enforcement purposes.

(2) Not later than December 1, the department shall post a listing of potential grant money available to each county on its website. In addition, the department shall work collaboratively with counties regarding the availability of these grant funds. A county requesting a grant shall apply on a form developed by the department and available on its website. The form shall contain the county's specific projected plan for use of the money and its agreement to maintain all records and to submit documentation to the department to support the use of the grant money.

(3) In order to be eligible to receive a grant under subsection (1), a county shall apply not later than January 1 and agree to report how the grant was expended and to provide that report to the department not later than September 15. The department shall submit a report not later than October 15 of the subsequent fiscal year to the state budget director, the subcommittees, and the senate and house fiscal agencies detailing the grant amounts by recipient and the reported uses of the grants in the preceding fiscal year.

MCL Section 333.26426(l): The Michigan medical marihuana fund is created within the state treasury. All fees collected under this act shall be deposited into the fund. The state treasurer may receive money or other assets from any source for deposit into the fund. The state treasurer shall direct the investment of the fund. The state treasurer shall credit to the fund interest and earnings from fund investments. Money in the fund at the close of the fiscal year shall remain in the fund and shall not lapse to the general fund. The department of licensing and regulatory affairs shall be the administrator of the fund for auditing purposes. The department of licensing and regulatory affairs shall expend money from the fund, upon appropriation, for the operation and oversight of the Michigan medical marihuana program.

**Department of Licensing and Regulatory Affairs
Bureau of Medical Marihuana Regulation**

Medical Marihuana Operation and Oversight Grants

2019 Grant Application

Authority: Michigan Medical Marihuana Act
2008 IL 1, Section 6(l), MCL 333.26426

**This application must be submitted electronically to Shaun Lampkins at LampkinsS@michigan.gov
at the Bureau of Medical Marihuana Regulation on or before January 1, 2019.**

Section I: Grant Applicant Information

Applicant _____

VS _____

SIGMA Vendor Customer ID No. _____

Mail Code _____

Section II: Grant Administrator Information

Name _____

Address _____

City _____

State _____

Zip Code _____

Area Code/Telephone Number _____

Email Address _____

Section III: Description of Grant Program

Funds must be used for education, communication and outreach regarding the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430. On county letterhead, submit your proposal that includes the items listed below:

- Describe the project(s) for which funds are requested with an implementation plan.
- Explain how funds will be used to coordinate efforts with other agencies, if applicable.
- Describe the impact will these funds have on the community and what you hope to accomplish.
- Explain how these funds will be combined with other funding to complete the project, if necessary.
- Explain anticipated outcomes that will result from this grant.
- Submit a detailed budget showing how the requested funds will be expended.

Section IV: Certification

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation, no later than September 15, 2019. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2018 PA 207.

Signature of County Grant Administrator (Original Signature Required) _____ Date _____

_____ Title

RESOLUTION

NO: 2018-12-206

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing the 2019 State Grant Agreement, Grant Administrator, GPS Facilitator and Surveyor Contracts for the Remonumentation and State Plane Coordinate Determination of the Public Land Survey Corners in Livingston County – Register of Deeds

WHEREAS, under Public Act 345 of 1990 and the approved Livingston County Survey Plan, the need has been determined for the Monumentation or Remonumentation of all the public land survey corners in Livingston County; and

WHEREAS, funding for the Monumentation or Remonumentation of all the public land survey corners in Livingston County has been provided by Public Act 346 of 1990 through a Grant Agreement with the State of Michigan in the amount of \$65,984; and

WHEREAS, the State Survey and Remonumentation Commission requires that a Grant Administrator is appointed. The recommendation is to appoint Brandon Denby as Grant Administrator. The grant budget includes an annual payment of \$9,200 and funds for associated fringes; and

WHEREAS, the State Survey and Remonumentation Commission requires that a County Representative is appointed. The recommendation is to appoint Jack Smith for these services; and

WHEREAS, surveyor services are needed to carry out the activities of remonumentaion and coordinate determination of corners. The grant budget includes \$31,200 to be shared among several surveyors; and

WHEREAS, the Livingston County Survey Plan established a Remonumentation Peer Group that shall not exceed 11 members. The Peer Group convenes during the period of February through October as necessary. A per diem in the amount \$50 per meeting is being requested. The list below indicates the individuals that are being recommended to fulfil duties of the Remonumentaion Peer Group.

| | |
|-----------------------------------|---------------------------|
| Jim Fink | Bill Strebbling |
| Chris Fergus | Mariusz Lukowicz |
| Allan Pruss | Brad Thompson |
| Jack Smith, County Representative | Walton Newton, Alternate |
| Jennifer Defenderfer, Alternate | Joe Schripsema, Alternate |

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners authorizes entering into a Grant Agreement with the State of Michigan in the amount of \$65,984.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints Brandon Denby as Grant Administrator and authorizes an annual payment amount of \$9,200.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints Jack Smith as County Representative for the Livingston County Survey and Remonumentation Plan and

authorizes a contract commencing January 1, 2019 and terminating December 31, 2019 in the amount of \$20,000.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes entering into four (4) surveyor contracts commencing January 1, 2019 and terminating December 31, 2019 in the amount of \$7,800 for a total of \$31,200 with Desine Inc., Monument Engineering, Livingston Engineering, and Boss Engineering.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners appoints the above mentioned individuals to the Remonumentation Peer Group and authorizes a \$50 per diem per meeting, with the annual cost of per diems not to exceed \$400.

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

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MOVED:
SECONDED:
CARRIED:

GRANT NO. **BCC 19-47**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
LIVINGSTON COUNTY

GRANTEE/ADDRESS:

Brandon Denby
County of Livingston
200 East Grand River Avenue, Suite 3
Howell, MI 48843
(517) 546-0270
(517) 546-5966

STATE GRANT ADMINISTRATOR/ADDRESS:

Michael C. Barger, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: bargerm@michigan.gov

GRANT PERIOD:

From: **01-01-2019** To: **12-31-2019**

TOTAL AUTHORIZED BUDGET: **\$65,984.00**

SIGMA Vendor ID: CV0048182
SIGMA Payment Address Code: 003

ACCOUNTING TEMPLATE: 6415137T001

GRANT

This is Grant No. **BCC 19-47** between the Department of Licensing and Regulatory Affairs (Grantor), and **Livingston County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

This Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. The SSRA establishes the State Survey and Remonumentation Fund which supports a program for the monumentation and remonumentation and perpetual monument maintenance of original public land survey corners, protracted public land survey corners and property controlling corners throughout the State.

This Grant is offered to the Grantee to carry out its annual work program as set forth and approved by the Grantor in the Grantee's Survey and Remonumentation Grant Application, made part of this Agreement as "Attachment A."

In accordance with the terms and conditions of this Grant, the Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program as set forth and approved by the Grantor in "Attachment A."

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the project described in the Grantee's Proposal, Attachment A, file a Land Corner Recordation Certificate (LCRC) pursuant to the Corner Recordation Act, 1970 PA 74 (CRA) with the addition of a geodetic coordinate value, the peer group date, and county representative's signature on said LCRC for each corner identified in Attachment A under the requirements of the SSRA.

The Grantee must submit a Completion Report as specified in this Agreement, may submit a Work Progress Report as specified in this Agreement and provide any other reports or forms requested by the Grantor.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment B, without the prior written consent of the Grant Administrator.
- C. Attachment A includes the Budget. The Grantee agrees that all funds shown in Attachment A are to be spent as detailed in Attachment A.

- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$65,984.00**. An initial advance of **\$26,393.60** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant, and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (**see 1.4.C. for documentation requirements**):
 - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period
 - 2. The Grantee **must submit** to the State Grant Administrator a Completion Report no later than February 1 following the close of the grant year

accompanied by all documentation for work completed and expenditures incurred during the reporting period.

D. Documentation. Backup documentation must include the following, as applicable:

1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved "Attachment A," any work not completed that was specified in the approved "Attachment A," and any changes in an approved line item of the budget approved in "Attachment A" (submit for **Completion Report only**).
2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Completion Report only**).
3. Invoices:
 - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
 - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Completion Report**).
5. An exact, full-size copy of the recorded LCRC prepared in compliance with the CRA and SSRA (submit for **Completion Report only**).
 - (1) The LCRC must include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed.
 - (2) A copy must be submitted for each corner code reported on an LCRC. If the LCRC identifies more than one corner code, the Grantee must provide a separate copy of the LCRC for each corner code.
6. An LCRC Spreadsheet listing all corner codes recorded for filing in the State's Corner Recordation Collection System (submit with **Completion Report only**).

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See Section 1.2. Detailed Budget.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, "Attachment A," must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Reserved

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If

the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by

Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The

parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

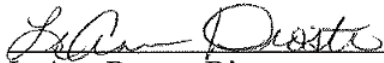
If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.



LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

9-5-18
Date

Brandon Denby
County Grant Administrator
County of Livingston

Date

GRANT NO. BCC 19-47

RESOLUTION

NO: 2018-12-207

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution to Approve the 2019 Memorandum of Agreement (MOA) with MSU Extension as Determined by the 2019 MSUE Budget

WHEREAS, MSU Extension and Livingston County have a long history of working cooperatively to deliver Extension services and MSU Extension is committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes; and

WHEREAS, the base MOA, approved in 2012 with MSU Extension allows for the continued presence of MSU Extension in Livingston County and for expansion of the 4-H program; and

WHEREAS, the County portion of the MOA included three primary components. First, the county agrees to provide MSU Extension an annual base assessment of \$96,475. Second, the county agrees to continue providing office space and support staff. Finally, the continuation of the Consumer Horticulture program at 0.75 FTE requires an additional investment of \$77,021 above the base assessment; and

WHEREAS, to fully fund the MOA and additional educator position, the 2019 MOA for MSU Extension is \$173,496; and

WHEREAS, these funds will allow for the continuation of current programming as well as access to MSU Extension programming staff from around the state.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the 2019 MOA with MSU Extension in the amount of \$173,496.

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

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**MOVED:
SECONDED:
CARRIED:**

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Livingston County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community & Economic Development, Natural Resources

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 1.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1 FTE County employed Clerical Support Staff

Optional:

4. Funding for additional Extension educators at **\$77,021**. (0.75 FTE * \$102,695.) assigned to County and reporting to Agriculture and Agribusiness Institute.
5. Funding for additional 4-H program capacity **0 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**

7. Total Annual Assessment in the amount of **\$173,496.**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Quarterly

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary

A. Base Assessment (includes 1.5 FTE 4-H Program Coordination) **\$96,475.**

ADDITIONAL PERSONNEL

B. 0 FTE Clerical Support Staff to be employed by MSU \$0.

C. 0.75 FTE Educator (Program Area: Consumer Horticulture) \$77,021.

D. 0 FTE Additional 4-H Program Coordination \$0.

E. 0 FTE Additional paraprofessional staff \$0.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2019: \$173,496.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2019 the first day of the County budget year 2019 and shall terminate on the last day of such County budget year 2019. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Livingston County Administration, 304 E. Grand River Ave., Suite 202, Howell, MI 48843, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.

3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.
7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration

Its: _____

Date: _____

Livingston COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP - 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199
MSUE.anr.msu.edu – 35.8.201.199
Events.anr.msu.edu – 35.8.200.220
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
Expression Engine – 35.8.201.215
Web Hosting environment (other ANR websites) – 35.8.201.217
Master Gardener (External) – 128.120.155.54
Extension.org (External) – 152.46.27.147
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

RESOLUTION

NO: 2018-12-208

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing the Renewal of Software Support with Fidlar Technologies for the Register of Deeds Department – Information Technology

WHEREAS, the Livingston County Register of Deeds office receives technical support services and software upgrades from Fidlar Technologies; and

WHEREAS, the Fidlar software support contract is due for renewal, as of December 31st, and in order to continue the support as in the past with Fidlar Technologies, of Rock Island, Ill, issuance of a Purchase Order is required; and

WHEREAS, the Register of Deeds had personally chosen Fidlar Technologies because of their ability to improve the efficiency of record processing; and

WHEREAS, in compliance with the Livingston County Purchasing Policy, Fidlar Technologies of Rock Island, Ill., is the sole source for the purchase of the annual Fidlar Software support for the Livingston County Register of Deeds department; and

WHEREAS, the contract covers the period from January 1, 2019 through December 31, 2021 for an amount not to exceed \$225,000; and

WHEREAS, funding for same is available through the Information Technology Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve a Purchase Order be issued to Fidlar Technologies for Fidlar software support from January 1, 2019 through December 31, 2021 for an amount not to exceed \$225,000.

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

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**MOVED:
SECONDED:
CARRIED:**



Livingston County, MI 3 Year Land Records Life Cycle Extension

This Extension is made this 3rd day of NOVEMBER, 2015 between Livingston County, MI and Fidar Technologies ("Fidar"). Livingston County, MI and Fidar hereby agree that the Computer System and Software License Sales Agreement dated December 2nd, 2010 between Livingston, MI and Fidar (the "Agreement") is hereby extended for a 3 year period commencing on 1/1/2016 and terminating on 12/31/2018. The current Agreement expires on 9/30/2015 so a 4th quarter payment of \$16,875 will be billed on 10/1/2015 and then the new annual fee of \$75,000 will be billed annually on January 1st, starting in 2016. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 3 year term of this Extension.

SOFTWARE SERVICES SUMMARY

| Fidar Technologies Product\Service Description | Cost |
|--|---|
| AVID | Year 1 - \$75,000 Year 2 - \$75,000 Year 3 - \$75,000 |
| Receipting (cashiering) | Included |
| Indexing | Included |
| eIndexing Functionality (OCR) | Included |
| SSN Redaction Batch Processing | Included |
| Manual Interface | Included |
| Automated Verification Functionality | Included |
| iScan - Scanning Module | Included |
| Magnetic Image Management | Included |
| eRecording Catcher | Included |
| Property Fraud Alert Service | Included |
| Laredo & Tapestry | Schedule D |
| Implementation Services | Included |
| Project Management | Included |
| Workflow Analysis | Included |
| Installation/Configuration | Included |
| Data Conversion | Included |
| Comprehensive Training | Included |
| Internal | Included |
| Public | Included |
| Annual CountyCare Support | Included |
| 1-800 Support | Included |
| System Upgrades | Included |
| Training on New features & Functionality | Included |
| State Mandated or Regulatory Updates | Included |



3 YEAR PAYMENT MILESTONES AND DATES:

Annual LifeCycle Payments would be billed in January for the next 3 years:

2016 - \$75,000

2017 - \$75,000

2018 - \$75,000

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidar may develop to replace AVID for the purpose of recording land records documents (AVID).
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents.
- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents.
- ◆ CountyCare[®] software maintenance

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware to operate AVID.
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future.
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents.
- ◆ Any form of ownership or perpetual license to Fidar developed software products.
- ◆ Any custom development for special requests from client
- ◆ Any needed or requested training except as stated in the above section.
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract.
- ◆ Explicit omission of any add-on modules not included in this contract.

Buyer represents that this lifecycle extension has been read and accepted:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: 11/3/15

Dated: _____

By: *Carol S. Griffith*

By: _____

Name: CAROL S. GRIFFITH

Name: _____

Title: Chairwoman - Livingston County
Board of Commissioners

Title: _____

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:

COHL, STOKER & TOSKEY, P.C.

BY: MATTIS D. NORDEJORD - 10/30/15



SCHEDULE D

Laredo / Tapestry / Property Fraud Alert/ Honor Rewards

LAREDO DESCRIPTION:

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client. After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, www.fidlar.com.

Each new Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar will invoice Client a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

Laredo Per-Minute Plan Fees:

| <u>Per-Minute Plans</u> | <u>Fidlar License Fee to County per User Subscription</u> |
|-------------------------|---|
| 0-250 minutes | \$50/mo and 0.11 per minute overage |
| 251-500 minutes | \$71/mo and 0.0825 per minute overage |
| 501-1000 minutes | \$93/mo and 0.066 per minute overage |
| 1001-2000 minutes | \$113/mo and 0.055 per minute overage |
| 2001 and up | \$126/mo |

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.



TAPESTRY DESCRIPTION:

The Client has the option to participate in the Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website. The Client understands that Tapestry is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will provide phone and email support to users as well as manage the billing and collecting of Tapestry access fees from the end users. At the end of each billing period (calendar month), Fidar will provide a credit notice to the Client based on the below parameters. The remainder of the fees represents Fidar's licensing charge to the Client and includes the Tapestry system, usage, support and services provided on behalf of Client.

- \$2.25 per Tapestry search transaction; Fidar covers credit card fees, collections, and bad debt
- 50% of print-related fees

The Client understands that access fees for Laredo and Tapestry are set by the county and can change based on Client request but the above noted potential credits remains the same.

END USER FEES

The Client understands that it is empowered to charge fees to end users pursuant to Michigan Compiled Laws section 15.443 and other applicable law and hereby assigns to Fidar the above portions of end user fees as an actual cost to the Client during the term of this Agreement.

INCLUDED WITHIN THIS SCHEDULE D ARE THE FOLLOWING COMMUNITY OUTREACH SERVICES:

PROPERTY FRAUD ALERT DESCRIPTION:

Fidar's *Property Fraud Alert (PFA)* service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. *PFA* subscribers must sign up for the *PFA* service via the *PFA* website, www.propertyfraudalert.com (select respective County). Subscribers will ONLY be notified by the *PFA* service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

PFA is a Fidar-managed web site and service. Fidar provides technical and end-user support via the *PFA* hotline service (1-800-728-3858).



HONOR REWARDS DESCRIPTION:

Fidlar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive and Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program.

Fidlar handles many of the major costs and time consuming tasks involved in providing a Veterans rewards program including:

- Creation and maintenance of your county's page at www.honorrewards.com
- Printing of all ID Cards
- Customer Support
- Pre-Created promotional materials

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated: 11/3/15

Dated: _____

By: *Carol S. Griffith*

By: _____

Name: CAROL S. GRIFFITH

Name: _____

Title: Chairwoman - Livingston County
Board of Commissioners

Title: _____

APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: MATTIS D. NORDEJORD
ON: October 30, 2015

EXHIBIT A



COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT

Livingston County, MI - LifeCycle Extension (Ver. 3.1.2)

This Agreement is made this 2nd day of December 2010, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and the Livingston County Register of Deeds (the "CLIENT").

RECITALS

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which is hereinafter referred to as "software."
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 **COMPUTER SYSTEM:** CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.
- 1.2 **ACCEPTANCE BY CLIENT:** CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented the Livingston County Register of Deeds. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the software upon completion of installation and testing.
- 1.3 **DELIVERY:** FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at:

Livingston County Register of Deeds
200 E Grand River Avenue
Howell, MI 48843-2267
Attn: Sally Reynolds, Register of Deeds



ARTICLE II - SOFTWARE LICENSE

- 2.1 **PROPERTY RIGHTS:** CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.
- 2.2 **LICENSE:** FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE A.
- A. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR.
- C. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.
- D. CLIENT is exclusively responsible for the supervision, management, and control of its use of the Software. Except as provided otherwise in this Agreement, CLIENT agrees: (a) To not reveal any information contained in the Software, or any part thereof, or any copies thereof, in any form, to any third party except pursuant to a court order; (b) To take all reasonable precautions to hold in confidence the design and documentation of the Software; (c) To not encumber, assign, sublicense, or otherwise transfer same, by operation of law or otherwise, in whole or in part, directly or indirectly, to not exhibit, donate, barter, loan, or otherwise communicate said Software, to any other firm or person without the express written consent of FIDLAR; and (d) to take all reasonable action by instruction, agreement, or otherwise with its employees or other persons permitted access to the Software to satisfy its obligations under this Agreement with respect to use, protection and security of the Licensed Software.
- 2.3 **PROTECTION OF LICENSE:** FIDLAR and CLIENT agree to aid and assist one another in the protection of the trade secrets of the Software covered by this license.
- 2.4 **TRANSFER:** CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.



- 2.5 **WARRANTY AS TO SOFTWARE PRODUCTS:** The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties that extend beyond the description on the face hereof.
- A. FIDLAR warrants that the software is properly licensed and that FIDLAR otherwise has the right to distribute the software in accordance with this Agreement.
 - B. FIDLAR further warrants that the media in which the software product is delivered to CLIENT is undamaged and free from mechanical defects.
- 2.6 **SOFTWARE MAINTENANCE:** The annual cost, if any, and description of FIDLAR'S CountyCare[®] software maintenance service and support is attached as SCHEDULE B. CountyCare[®] software maintenance service is mandatory.
- 2.7 **TERM AND TERMINATION:** The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to Comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of any License program, or within ten (10) days after FIDLAR has terminated any license, CLIENT will certify in writing to FIDLAR that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, CLIENT may retain a copy for archive purpose only.

ARTICLE III

- 3.1 **DEFINITIONS:** The terms defined in this Section shall, for all purposes of this Agreement, have the meaning specified.
- A. **Computer System:** A combination of computer hardware and computer software organized to accomplish a set of specific functions.
 - B. **Program or Computer Program:** A schedule or plan that specifies actions that may or may not be taken, expressed in a form suitable for execution by a computer.
 - C. **Software or Computer Software:** Computer programs, procedures, rules and associated documentation concerned with the operation of a data processing computer system. As used in this Agreement, these terms include all software products sold or licensed by FIDLAR.
 - D. **Licensed Program:** Each program in computer readable form furnished by FIDLAR to CLIENT, including related supporting materials such as instruction manuals.
 - E. **Designated Equipment:** Computer Equipment designated by a manufacturer's Sales Order Serial Number.



- F. **Use:** The copying or duplication of any portion of any Licensed Program using any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.
- G. **Computer Hardware:** Physical equipment used in data processing, as opposed to computer programs, procedures, rules and associated documentation.
- H. **Hardware Maintenance:** Any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or keep computer hardware functional at a certain level.
- I. **Data:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.
- J. **Backup:** To copy files to a second medium (typically a tape) as a precaution in case the first medium fails. The data (and/or images) can then be retrieved (from the point the last backup finished) and restored to your system in the event any existing data (or images) is lost, destroyed or corrupted.

3.2 **CONFIDENTIAL INFORMATION:** FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party. Since unauthorized use or transfer of the Software or any information contained therein will diminish substantially the value to FIDLAR of the trade secrets and proprietary properties of the Software, if CLIENT breaches any of its obligations with respect to limited use or nondisclosure of the Software, or if such breach is likely to occur, FIDLAR shall be entitled to equitable relief, including orders for specific performance and injunctions. The rights and remedies of FIDLAR set forth in this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or this Agreement, but are subject to the requirements imposed upon CLIENT by virtue of any and all public disclosure laws.

3.3 **EXCLUSIVE REMEDY:** CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of



warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

- 3.4 **WAIVER:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.5 **NOTICES:** Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.
- a. **Notice to FIDLAR:** Fidar Technologies
4450 48th Av Ct
Rock Island, IL 61201-6248
Attn: Ernest Rikken, President
- b. **Notice to CLIENT:** Livingston County Register of Deeds
200 E Grand River Avenue
Howell, MI 48843-2267
Attn: Sally Reynolds, Register of Deeds
- 3.6 **ENTIRE AGREEMENT:** It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.7 **GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of the State of Michigan.
- 3.8 **BINDING EFFECT:** This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.9 **AUTHORITY:** FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.10 **SECTION HEADINGS:** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.11 **DEFERRED PAYMENT:** To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments, which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be



provided for late charges as described in Section I of the Installment Payment Agreement.

This Agreement has been executed by the parties as of the aforementioned date.

THIS AGREEMENT IS SUBJECT TO THE ATTACHED AMENDMENT

ACCEPTED:

LIVINGSTON COUNTY
LIVINGSTON COUNTY REGISTER OF DEEDS

FIDLAR TECHNOLOGIES

BY Sally Reynolds

BY [Signature]

Date 12-2-10

Date 2/9/11

By Maggie E. Jones
Maggie E. Jones, Chairman
County Board of Commissioners

Date 1/26/11

APPROVED AS TO FORM AS AMENDED
FOR COUNTY OF LIVINGSTON
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend
Robert D. Townsend



SCHEDULE A

Payment Amount and Schedule

| Fidlar Software and Products | | | | | |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|
| | 2011 | 2012 | 2013 | 2014 | 2015 |
| AVID Software / LifeCycle Service | \$67,500 | \$67,500 | \$67,500 | \$67,500 | \$67,500 |
| Installation / Configuration | INCL | INCL | INCL | INCL | INCL |
| Workflow Analysis | INCL | INCL | INCL | INCL | INCL |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

BILLING MILESTONE

The Lifecycle Payment of \$67,500 will begin following the completion of the existing AVID LifeCycle Agreement.

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:

- The use of our AVID software product during the life of this contract
- The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidlar Technologies product developed to replace AVID for the purpose of recording land records documents
- The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land records documents
- CountyCare[®] software maintenance

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidlar developed product for the purpose of recording land records documents



- The installation, maintenance, or support of 3rd party software and hardware now or in the future
- Any current or future Fidlar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- Any form of ownership or perpetual license to Fidlar developed software products
- Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- Any custom development for special requests from the Client
- Any needed or requested training except as stated in the above section
- Use of Fidlar developed remote access products except as outlined in Schedule D of this contract
- EXPLICIT OMISSION OF ANY ADD-ON MODULES NOT INCLUDED IN THIS CONTRACT [eINDEXING, eRECORDING, etc.]

Taxes

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidar may be required to pay upon the license, sale or delivery of the product purchased.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

THIS SCHEDULE IS SUBJECT TO THE ATTACHED AMENDMENT
BUYER REPRESENTS THAT THIS SCHEDULE "A" HAS BEEN READ.

LIVINGSTON COUNTY FOR
LIVINGSTON COUNTY REGISTER OF DEEDS

FIDLAR TECHNOLOGIES

Dated: 12-2-10
By: Sally Reynolds
Name: SALLY REYNOLDS
Title: Registrar

Dated: _____
By: _____
Name: _____
Title: _____

By: _____
Maggie E. Jones
Chairperson
County Board of Commissioners

Date: _____

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON
COHL, STOKER & TUSKEY, P.C.

By: Robert D. Townsend
Robert D. Townsend
Computer System and Software License Sales Agreement - Ext. Version 3.1.2
Livingston County Register of Deeds



SCHEDULE B

CountyCare[®] Software Maintenance Services

COUNTYCARE[®] ANNUAL COST:

The annual cost of CountyCare[®] is included in this contract as part of the Life Cycle Pricing Service.

DESCRIPTION OF COUNTYCARE[®]

CountyCare[®] is a mandatory software support service which is required upon installation of the software purchased. Under the terms and conditions of this Agreement, CountyCare[®] includes:

- Software Maintenance to the currently licensed Fidar developed Software Products
- Furnishing telephone support relative to the currently licensed Fidar developed Software Products, either in their original or maintained form
- Providing legislative updates to the Fidar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

Specifically excluded from software maintenance coverage are the following:

- Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- Support to new or existing Fidar Technologies Products not covered by this contract
- Operating System versions or their support or installation
- Database Management System versions or their support or installation
- Diagnosis or correction of problems caused by operator negligence
- Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
- Conversion costs for changes to database structure, if needed

EFFECTIVE DATE:

Software maintenance coverage is effective from the date of contract signing through the term of the contract.



BASIC MATERIALS:

Software Maintenance to the Software Products licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided to the Client by Fidar. The Client is granted the right to locally reproduce additional copies of printed licensed material exclusively for his own use. All licensed material so locally reproduced shall be considered to be the same as the originally delivered material for all purposes under this Agreement.

PROTECTION AND SECURITY:

The Client agrees to not disclose the content of the Software Products materials to any person except those who need to know for purposes of operating the system for the Client. The Client further agrees to protect the secrecy of the content of the Software Products materials by using procedures at least as stringent as those used to protect his own proprietary or confidential information and materials. The Client specifically acknowledges that he has no right of ownership of the Software Products, and that he possesses the license to use said Software Products according to the provisions of this Agreement.

ON-SITE SUPPORT:

If on-site Software Maintenance to the Software Products is required, the Client will be charged for the time and materials at the then current rate.

Services covered by your CountyCare® may change on occasion without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'B' HAS BEEN READ:

LIVINGSTON COUNTY FOR
LIVINGSTON COUNTY REGISTER OF DEEDS

FIDLAR TECHNOLOGIES

Dated: 12-2-10

Dated: _____

By: Sally Reynolds

By: _____

Name: SALLY REYNOLDS

Name: _____

Title: Registrar

Title: _____

By: _____
Maggie E. Jones
Chairman
County Board of Commissioners

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend
Robert D. Townsend



SCHEDULE C

Hardware Maintenance Services Provided by Fidar Technologies

- ☐ **NEW AGREEMENT *:** First-year hardware service cost: \$
- ☐ **PRE-EXISTING AGREEMENT *:** Hardware service cost will be prorated from date of installation to renewal date of existing Hardware Service Account.
- ☐ **DECLINE SCHEDULE C:**

* This amount will be billed upon completion of installation.

All equipment listed below, and its implied components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule C. In the event of failure of any of this hardware, Fidar Technologies will cover all repairs and/or replacement of this hardware. Fidar will also re-install, at no cost to the customer, all Fidar software applications that ran on the hardware before the failure. (NOTE: Re-installation of Fidar software applications is billable if Schedule C is declined.)

(List covered equipment here):

Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule C.

This hardware maintenance rate is applicable until the first anniversary date of this agreement or the anniversary date of your existing hardware maintenance agreements if so noted above. Future rates may be changed. You will be notified prior to new rates going into effect. This hardware maintenance agreement will auto-renew each year 30 days after we send you notice unless you notify us, within those 30 days, that termination is desired.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'C' HAS BEEN READ:

~~LIVINGSTON COUNTY REGISTER OF DEEDS~~

FIDLAR TECHNOLOGIES

~~Dated: _____~~

Dated: _____

~~By: _____~~

By: _____

~~Name: _____~~

Name: _____

~~Title: _____~~

Title: _____



SCHEDULE D

Laredo / Tapestry / Property Fraud Alert

LAREDO DESCRIPTION:

Fidlar Technologies' *Laredo* software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) *Laredo* provides subscription only access and user subscriptions are granted and set up by the Client. After subscribers arrange for their user ID and password, they are able to download the *Laredo* remote access software from Fidlar's website, www.fidlar.com.

Each new *Laredo* subscriber will be presented with an online End User Agreement when they log in to *Laredo*. They will be prompted to print the agreement, sign it, then forward it to Fidlar. The *Laredo* subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each *Laredo* user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar invoices Client for *Laredo* user subscriptions on a monthly basis. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

Laredo Per-Minute Plan Fees (typical pricing model shown, but may be modified):

| Plan | Cty charge to end-user | Overage charge** | Fidlar charge to county |
|---------------|------------------------|------------------|-------------------------------------|
| 0-250 min | \$75/mo | .25 per min | \$45/mo and .10 per minute overage |
| 251-500 min | \$125/mo | .23 per min | \$65/mo and .075 per minute overage |
| 501-1000 min | \$195/mo | .18 per min | \$85/mo and .06 per minute overage |
| 1001-2000 min | \$295/mo | .15 per min | \$103/mo and .05 per minute overage |
| 2001 and up | \$400/mo | | \$115/mo |

Laredo support (at 1-800-747-4600), including End-User subscriber support, is included in the Per-Minute Plans.



TAPESTRY II DESCRIPTION:

The Client agrees to participate in the *Tapestry II* General Public Access System by permitting their information to be made available through the Fidar Technologies *Tapestry II* website system. The Client understands that *Tapestry II* is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will provide 1-800 support to users as well as manage the billing and collecting of *Tapestry II* access fees from the end users. At the end of each billing period (calendar quarter), Fidar will provide a credit notice to the Client based on the following parameters:

- ♦ \$2.25 per *Tapestry II* search transaction; Fidar covers credit card fees, collections, and bad debt
- ♦ 50% of print-related fees

The Client understands that access fees for *Tapestry II* may change but the above noted revenue share remains the same. *Tapestry* end-user pricing fees may change without notice.

Fidar understands that it may not use or share the Client's data in any way other than the methods outlined above.

The Client is responsible for the costs, services, hardware, software, security, and maintenance of the required Internet connection to connect the *Laredo/Tapestry II* system to the Client's system.

If Client is using Fidar's Replication system, then Fidar will provide Client's data to external users.

PROPERTY FRAUD ALERT DESCRIPTION:

Fidar's *Property Fraud Alert (PFA)* service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. *PFA* subscribers must sign up for the *PFA* service via the *PFA* website, www.propertyfraudalert.com (select respective County). Subscribers will ONLY be notified by the *PFA* service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

Property Fraud Alert is a subscription-based service. The Client, at its discretion, may choose to offer the *PFA* service to its citizens free of charge or at a fee of the Client's choice. All no-charge subscription services must be entered via the *PFA* web site only. Should the Client elect to charge a fee to subscribers, the subscriber must choose either a 1-Year subscription service or a 3-Year subscription service. With all paid subscription services, the subscriber will be given the option to either enter a credit card via the *PFA* web site or to submit a hard copy subscription form. The revenue from these subscription services will be shared 50/50 between



Fidlar and the Client (after credit card processing fees).

Optional PFA Service - The Client can elect to implement an optional service known as a 2-Year History Look-Back. If implemented, subscribers will be given the option to select a check box that generates the request to perform a 2-Year History Look-Back on all Land Record

documents in the Client's database. The fee for this optional service is \$5.00 per subscriber name and is collected at the time of selection via a credit card transaction. The revenue generated from this optional service will be split 50/50 with the Client (after credit card processing fees).

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the PFA hotline service (1-800-728-3858).

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

~~LIVINGSTON COUNTY, MI~~

~~Dated: _____~~

~~By: _____~~

~~Name: _____~~

~~Title: _____~~

FIDLAR TECHNOLOGIES

Dated: _____

By: _____

Name: _____

Title: _____



SCHEDULE E

Agreement as to Hardware, Software, and Services

The following is a complete listing of all 3rd party hardware and software, and all other software and services associated with this agreement:

It is the Client's responsibility to interpret 3rd party software licensing requirements and to purchase the necessary legal copies of 3rd party software. It is also the Client's responsibility to purchase additional software licenses if required due to changes in the number of users or other factors.

NOTE: Fidlar Technologies has provided recommendations and/or is providing pricing below for 3rd party software based on input from the Client.

3RD PARTY SOFTWARE:

NA

FIDLAR TECHNOLOGIES ADJUNCT SOFTWARE:

NA

The above costs are included in Schedule A.

BACKUPS OF DATA AND IMAGES:

It is the Client's responsibility to regularly verify the success of the backups - Fidlar Technologies strongly recommends you verify the backups at least weekly.

ANTI-VIRUS, SURGE PROTECTION, WINDOWS UPDATES:

It is also highly recommended that you seek the assistance of your IT department or a qualified vendor in your area to protect your servers and workstations from viruses, power surges, etc. The following is recommended:

- Anti-Virus protection: Symantec Norton Antivirus and McAfee Antivirus are both utilized throughout the industry and are recognized by Fidar Technologies as acceptable anti-virus programs. It is very important to keep these programs updated regularly.
- Surge protection: The APC Powerchute units will protect your servers from power surges. It is also recommended you protect your workstations from both electrical and phone line power surges.
- It is recommended that you regularly run the Windows updates on your servers and workstations. If you do not have an office staff member or IT department available to assist you with this, we recommend you utilize the assistance of a qualified vendor in your area.

HARDWARE RECOMMENDATIONS:



NOTE: This information is for reference purposes only - These items are not included in this contract.

(List Hardware Recommendations here)

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'E' HAS BEEN READ:

~~LIVINGSTON COUNTY REGISTER OF DEEDS~~

~~Dated: _____~~

~~By: _____~~

~~Name: _____~~

~~Title: _____~~

FIDLAR TECHNOLOGIES

Dated: _____

By: _____

Name: _____

Title: _____



SCHEDULE F

VIRUS PROTECTION AND MAINTENANCE FOR SERVERS

☐ NEW AGREEMENT *: First-year Virus Protection and Server Maintenance Service cost: \$

☐ DECLINE SCHEDULE F

* This amount will be billed upon completion of installation.

The following is a listing of services covered under this schedule. These services are designed to assist you in protecting and safeguarding the county's server(s):

- Employ Antivirus/Antispyware software on your server(s) and perform regular updates to this software
- Perform a check on Antivirus/Antispyware definitions
- Check for, and apply, all Windows updates on your server(s)
- Regularly run broadband speed tests on your network
- Perform regular operating system updates and patches on your server(s)
- Regularly test network and Internet connectivity
- Perform regular tests to ensure that data and image backups are running correctly
- If a virus is contracted on your server(s), Fidar will assist in, and cover the cost of, cleaning up the virus, rebuilding the server(s), if necessary, and getting your system back into production.

BUYER REPRESENTS THAT THIS SCHEDULE 'F' HAS BEEN READ:

~~LIVINGSTON COUNTY MICHIGAN~~

~~Dated: _____~~

~~By: _____~~

~~Name: _____~~

~~Title: _____~~

FIDLAR TECHNOLOGIES

Dated: _____

By: _____

Name: _____

Title: _____

**AMENDMENT
TO
COMPUTER SYSTEM SALES AND SOFTWARE LICENSE AGREEMENT
Livingston County, MI - LifeCycle Extension
(ver 3.1.2)**

THIS AMENDMENT, made and entered into by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "CLIENT") and **FIDLAR TECHNOLOGIES** (hereinafter referred to as "FIDLAR"), amends the Computer System and Software License Sales Agreement (Livingston County, MI, LifeCycle Extension) made and entered into between said parties.

WITNESSETH:

1. TERMS OF AGREEMENT, ARTICLE I - GENERAL TERMS, Section 1.4 TERM, shall be added to the above-stated Agreement to read as follows:

"1.4 TERM: The term of this Agreement shall commence on January 1, 2011 and shall continue to December 31, 2015 unless terminated earlier in accordance with Section 2.7 of this Agreement."

2. TERMS OF AGREEMENT, ARTICLE II - SOFTWARE LICENSE, Section 2.7 TERM AND TERMINATION , page 3, of the above-stated Agreement shall be amended by adding the following paragraph to the end of the section:

"In the event any of the software provided by FIDLAR under this Agreement fails at any time during the term of this Agreement to operate, and such failure is due to a defect in such software and FIDLAR has not corrected such defect(s) within ten (10) business days of receipt of notice thereof from the CLIENT or within such longer period of time as mutually agreed to by FIDLAR's and the CLIENT's authorized representatives the CLIENT may terminate this Agreement on five (5) business days prior written notice to FIDLAR. Upon such termination CLIENT shall have no further liability for future payments due after such termination, but such termination shall not relieve the CLIENT of its obligations to make payments to FIDLAR of all sums due and owing up to the effective date of termination. In the event the CLIENT terminates this Agreement as authorized herein the CLIENT will, after ten (10) days after the effective date of termination, certify in writing to FIDLAR that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, CLIENT may retain a copy for archive purpose only."

3. TERMS OF AGREEMENT, ARTICLE III, Section 3.3, EXCLUSIVE REMEDY, pages 4-5, of the above-stated Agreement shall be amended by adding the following sentence to the end of the section:

"IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO INJURIES OR DAMAGES CAUSED BY CRIMINAL ACTS, INTENTIONAL TORTS, ACTS OR OMISSIONS WHICH BY STATUTE CREATE STRICT LIABILITY, OR GROSS NEGLIGENCE OF FIDLAR, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AGENTS PROVIDED THAT CLIENT HAS FIRST GIVEN FIDLAR NOTICE OF SUCH ACT AND A REASONABLE OPPORTUNITY TO CURE SUCH INJURY OR DAMAGE GIVEN THE NATURE OF SUCH INJURY OR DAMAGE."

4. TERMS OF AGREEMENT, ARTICLE III, Section 3.12 NONDISCRIMINATION shall be added to the above-stated Agreement to read as follows:

"3.12 NONDISCRIMINATION: FIDLAR and its subcontractors, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this Section 3.12 shall be regarded as a material breach of this Agreement."

5. TERMS OF AGREEMENT, ARTICLE III, Section 3.13 INDEPENDENT CONTRACTOR shall be added to the above-stated Agreement to read as follows:

"3.13 INDEPENDENT CONTRACTOR: It is expressly understood and agreed that FIDLAR is an independent contractor. The employees, servants, agents and assigns of FIDLAR shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the CLIENT and shall not be entitled to any fringe benefits of the CLIENT, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. FIDLAR shall be responsible for paying all salaries, wages and other compensation which may be due its employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments."

6. SCHEDULE A Payment Amount and Schedule, Taxes section, page 8, of the above-stated Agreement shall be amended by adding to the end of the Section the following sentence:

"It is expressly understood and agreed that the CLIENT is a municipal corporation and political subdivision of the State of Michigan and as such has tax exempt status and shall not pay any taxes from which it is exempt."

7. All other Terms and Conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the effective date of the above-stated Agreement.
8. The people signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

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

COUNTY OF LIVINGSTON

By: _____
Maggie E. Jones, Chairman
County Board of Commissioners

Date: _____

By: _____
Sally Reynolds, Register of Deeds

Date: _____

FIDLAR SOFTWARE

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

APPROVED AS TO FORM
FOR COUNTY OF LIVINGSTON

COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend
Robert D. Townsend

N:\Client\Livingston\REGISTER.DHH\Fidlar Tech Amd to Somp System Sales & Software Lic Agr.wpd
LIV/REGISTER OF DEEDS: #11-001



Livingston County, MI

3 Year Land Records Life Cycle Extension

This Extension is made this ___ day of _____, 2018 between Livingston County, MI and Fidar Technologies ("Fidar"). Livingston County, MI and Fidar hereby agree that the Computer System and Software License Sales Agreement dated December 2nd, 2010 between Livingston, MI and Fidar (the "Agreement") is hereby extended for a 3 year period commencing on 1/1/2019 and terminating on 12/31/2021. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 3 year term of this Extension.

SOFTWARE SERVICES SUMMARY

| AVID LifeCycle | | Three Year Investment Plan |
|------------------------------|--|---|
| Software (LifeCycle Payment) | | \$75,000 \ Year 1 \$75,000 \ Year 2 \$75,000 \ Year 3 |
| | AVID Software | <i>Included</i> |
| | eRecording | <i>Included</i> |
| | Redaction | <i>Included</i> |
| | OCR via iNspect | <i>Included</i> |
| | Search for Public Workstations | <i>Included</i> |
| | Any Future Land Recording Software Systems | <i>Included</i> |
| | Iris | <i>Included</i> |
| | Anchor | <i>Included</i> |
| | Swift | <i>Included</i> |
| | Future Software Modules <i>That are defined by Fidar as LifeCycle</i> | <i>Included</i> |
| CountyCare Support Services | Unlimited Support calls | <i>Included</i> |
| | Installation and Configuration | <i>Included</i> |
| | Workflow | <i>Included</i> |
| | Project Management | <i>Included</i> |
| | Data Conversion | <i>Included</i> |
| | Image Conversion | <i>Included</i> |
| | Training | <i>Included</i> |
| Remote Access | | |
| | Laredo, Tapestry | <i>See Schedule D</i> |
| Community Outreach Products | | |
| | Property Fraud Alert | <i>Included</i> |
| | Monarch | <i>Purchased</i> |
| | Honor Rewards | <i>Included</i> |



3 YEAR PAYMENT MILESTONES AND DATES:

Annual LifeCycle Payments will be billed in January for the next 3 years:

2019 - \$75,000

2020 - \$75,000

2021 - \$75,000

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidar may develop to replace AVID for the purpose of recording land records documents (AVID).
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents.
- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents.
- ◆ CountyCare[®] software maintenance

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware to operate AVID.
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future.
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents.
- ◆ Any form of ownership or perpetual license to Fidar developed software products.
- ◆ Any custom development for special requests from client
- ◆ Any needed or requested training except as stated in the above section.
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract.
- ◆ Explicit omission of any add-on modules not included in this contract.

Buyer represents that this lifecycle extension has been read and accepted:

LIVINGSTON COUNTY, MI

FIDLAR TECHNOLOGIES

Dated:_____

Dated:_____

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Live
Pa

Our company headquarters is located in Davenport, Iowa and all but our six staff members in our Exeter, NH location are based in our main office.



Despite the variations in size, every county has the same goal: To be the steward of the public record. It is in everyone's interest that these land records be accurately, easily and efficiently recorded, and securely preserved in perpetuity. Fidlar provides the best products to do just that.

Fidlar Technologies
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Ernest Rikken, Owner

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Premier provider of technology and services for the
management of public information

www.Fidlar.com



Partnership Review

We appreciate your partnership, ability and willingness to utilize many of the unique products and services we have to offer our County Partners. During the past 3 years of our partnership, there have been several enhancements to the workflow and technology that the Livingston County Register of Deeds Office utilizes from Fidlar.

Our state-of-the-art solution is centered on our AVID software product which handles the recordation of documents from the point of submission to your office through indexing, quality assurance, document return, and of course, the effective and efficient storage and access of your information.

Fidlar continues to strive to bring additional value, services, and awareness of your office. The enhancements to AVID over the past 3 years and additional services Livingston is using are:

- Optical Character Recognition via iNspec – Assisted Indexing module.
- Anchor – parcel management.
- Swift – electronic return capability of paper submitted documents.
- iRis – data normalization / standardization
- Property Fraud Alert - Kiosk

In the next few years Fidlar will continue to work on delivering some exciting new technologies to the recording industry. The purpose of our LifeCycle pricing program is to assure your office and Livingston County are ready for these changes and can always have access to our latest products created for recording land records. Below are the current LifeCycle modules. All modules are available to you at no additional cost.

Land Recording Solution Upgrade: AVID (already implemented)

Livingston County is utilizing Fidlar's AVID Land Records program. Counties using AVID have found an increase in their efficiency, accuracy, and data integrity by saving time, moving to a more electronic workflow and taking advantage of the newer technology available within AVID versus their previous land recording system. Following is a



summary of some of the benefits which Livingston County has realized with the use of AVID versus their previous in-house built system.

- AVID's upfront scanning of documents has served 2 beneficial purposes. It has greatly reduced the movement of paper around the office. Also, by scanning the images in immediately, this assures you are adhering to "Race to Courthouse" standards. When an electronic document (or batch of documents), are received, these documents automatically enter the AVID Queue, seamlessly integrating with paper documents that have scanned "up front". The AVID queue intuitively, with no manual step needed (such as monitoring a queue list), maintains the "race" order of the documents. This feature results in a well-maintained order to your document numbers (document numbers for electronic documents are interspersed with the numbers for paper documents according to when they entered the AVID Queue).
- The AVID Queue has nearly eliminated abandoned documents. As mentioned above, the Queue maintains the list of documents to be processed and (regardless of whether it is an electronic or paper submission).
- AVID also provides a single data-entry field ("AVID ENTRY") that removes the need to navigate to multiple, separate fields or screens (Parties, Subdivision, Tract, etc.) to enter data—data that is not auto-indexed can be entered in the order it displays on the documents, eliminating much of the scrolling back and forth between images that is inherent in more traditional recording systems. AVID recognizes the format of typed data and populates the appropriate field based on this recognition.
- When entering party names in the AVID ENTRY field, the last name of the entered party remains in the field for easy repetition of the last name (it is highlighted so it is also simple to overwrite the last name with a new name by simply typing the new name).
- If a document needs to be rejected during the indexing process, rather than manually filling out a rejection sheet that is scanned as the last page of the document, the indexers have the option of rejecting the document in the system, selecting the rejection reason from a list.
- AVID includes the capability (optional) of electronically returning (via email) documents that arrived at the Register of Deeds' office in paper format. Many counties return the documents via mail AND electronically. The advantage of returning documents via the electronic process is that it helps keeps the "where is my document?" phone calls to a minimum. The paper documents can then be



returned via the standard method. This combination satisfies both customers who prefer the traditional method of receiving their documents back, and the customers that embrace technology.

Optical Character Recognition / Assisted Indexing via iNspect (already implemented)

We are committed to providing the most robust, comprehensive OCR product possible to our partners. Fidar's newest version of Assisted-Indexing is named iNspect. iNspect is tuned to work with all document types and all data fields. It will find the information you wish to index on the digitized document image which was previously scanned or received via eRecording. Fidar is the first vendor to utilize touch technology so the highlighted text you wish to index can be selected via touchscreen, hot keys, or mouse operation or a combination of all three. Other vendors approach to "Auto Indexing" functionality auto populates the index fields for you. This can at times actually introduce errors if the OCR technology isn't 100% accurate. Fidar's approach requires the user to make the decision on what to accept and provides the opportunity to standardize the index information found. This approach increases accuracy and data integrity since the information is not being re-keyed and the user is making the decision as to what to accept into the system.

Integrated eRecording (already implemented)

eRecording provides many benefits to your document submitters in ease of recording and quicker return of documents. eRecording also allows the county staff to save time in processing documents and is able to provide faster service to their customers.

IRIS (already implemented)

This module allows Livingston County to create a customized list of aliases for indexed names of parties, businesses, streets and subdivisions allowing the county to automatically support office indexing policies. These lists can also be optionally used while searching in AVID, Laredo, Tapestry, and Monarch On Demand.

Anchor (already implemented)

Anchor is a module that will enable the Livingston County management team to create, define and manage specific legal parameters for subdivisions, survey maps and tracts. Using these definitions, Anchor will validate indexed information and alert indexers of the status of these legals via colored shields while indexing, and optionally, generate an email to the submitter for these documents. Anchor can also generate a daily email that lists all invalid legals recorded that day including document numbers.



Swift (already implemented)

Swift will allow the Livingston County Register of Deeds' Office to return recorded and rejected paper documents to opted-in submitters and recipients electronically via email. The County will then decide whether to keep or destroy the paper document. Swift includes a module which allows users to set up recipient accounts for paperless returns after opting-in, view a history of electronically returned documents via date and recipient, track if the returned document was downloaded, re-send documents and keep a running total of costs saved due to the less postage, supplies and labor required based on county supplied attributes.

Integration of Monarch (already implemented)

Monarch is an image and data distribution service which provides Livingston County the ability to fulfill bulk data and image requests while still being able to protect the official public record. This product was designed to securely provide Land Records index information and images to subscribers. Information is "streamed" directly to the subscriber. With the approval of the official, Fidlar handles this process as well as collecting the fees (which are set by the county) for this service from the subscriber. Monarch can also be utilized to apply a watermark to Laredo images per Livingston County request. The watermark can be customized based on the requirements of the county. Monarch can also be used as an integration tool to deliver images or data fields to network file location to be picked up by other County office's applications. Livingston is currently using Monarch to feed images and data to the county's web portal

Community Outreach Services: Property Fraud Alert / Honor Rewards

The Fidlar Community Outreach Services were designed to give our Partners the ability to promote themselves, their offices, and the value that elected officials can bring to their communities. The Livingston County Register of Deeds' Office currently offers Property Fraud Alert and Honor Rewards to its constituents.

- **Property Fraud Alert (PFA – already implemented)** (is an internet-based system that automatically alerts constituents, via email, text or phone message, each time there is recording activity against a property owned by them. Upon notification, constituents can then verify that this activity was, indeed, initiated by them and not by someone attempting to defraud them. Since Fidlar Technologies manages the alert system, this service provides Livingston County with a beneficial tool to notify your public without enduring the time and effort required to send your own notifications by mail.
- **Honor Rewards (available for implementation)** is a service provided to



counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive and Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program.

Fidlar handles many of the major costs and time consuming tasks involved in providing a Veterans rewards program including:

- Creation and maintenance of your county's page at www.honorrewards.com
- Printing of all ID Cards
- Customer Support
- Pre-Created promotional materials

Livingston County contacted the local businesses for participation in the program as well as worked with their local Veteran's Service Officer to promote Honor Rewards program to the veterans of Livingston County.

OFFICIAL RECORDS ONLINE (available for implementation)

Official Records Online (ORO) makes it possible for visitors to the ORO website (www.officialrecordsonline.com) to place an order for copies of birth, death, marriage licenses, and/or certified land records documents (at Client's discretion), accept payment, and validate requestor identity.

ORO PRICING:

Livingston County will determine base pricing for each document type made available via ORO. Fidlar will charge the ORO website visitor a convenience fee of \$10.00/certificate order (includes copies). Fidlar will credit Livingston County's account \$2.50/per convenience fee charged plus the base pricing set for each document type. Livingston County will provide a link to www.officialrecordsonline.com from the County's web site for the online ordering of these document types.



Disaster Recovery

County Premise based servers with Fidlar's Image and Data Replication Services.

Livingston County has selected the option where the County IT has purchased and maintains its own server environment including full system backups and provide for disaster recovery planning. Fidlar installed a replication software service which in real time duplicates all county vital and land records images and the associated indexed data to a server environment in a colocation facility in Iowa. By replicating the elements within the 'Official Public Record' allows for remote access portals / products to connect to the replicated database hosted by Fidlar therefore eliminating 'internet' / remote access traffic to be accessing the production database located within the County Network. The county also has saved on SQL Client access Licenses required for the remote access users. In the event of regular hardware maintenance or a disaster to County Premise based server there would be no interruption to searching capability of Livingston County's land records. In the event of a disaster to the Livingston County Server environment we would need to re-load and configure the APEX / AVID software on the County Servers, but then we would be able to quickly and easily re-populate all images and data from the Fidlar Image and Data Replication Service.

Ongoing storage fees – billed quarterly based on actual database size

Current Livingston County DB size = 427GB

\$2,500 / qtr.*

*(up to 450GB. Each additional 50GB would increase the quarterly fee by \$250)

Optional DR upgrade - Fidlar's Bastion – Application Hosting Services. With Fidlar's Bastion Application Hosting services the County would not need to purchase and maintain the server environment. Livingston County IT would only need to have desktop computers with connected peripherals (printers, scanners, bar code readers, etc.) connected to the internet. The AVID software would be hosted by Fidlar in a colocation facility located in Iowa with live journaling taking place to a 'warm site' located in New Jersey. Fidlar handles all costs and provides the service of maintaining the server environment and conducting all backups to provide the utmost peace of mind that Livingston County's 'official public records' are safe from any type of physical / natural disaster as well as cyber threats which continue to be on the rise toward county government.

Install and Configuration of Bastion Application Hosting Service

\$5,000

Ongoing Storage Fees – Billed quarterly based = 427GB

\$4,350 / qtr.*

*(up to 450GB. Each additional 50GB would increase the quarterly fee by \$450)



Remote Access: Laredo / Tapestry Revenues

Laredo – designed for the professional search community

Currently Livingston County utilizes Laredo for public searching capability to serve those customers who are frequent, professional searchers of the land records. I.e; Title Companies, Banks, Lawyers, etc. Unlike other vendors who embed a search portal within the county's website and then the County is responsible for marketing and support of their search customers, Fidar handles all support of the end users through ongoing training / webinars, and telephone support. The licensing and support service fees paid to Fidar are based upon the number of County subscribers and based on the subscription plan they have chosen. The County offers several plans available, bills monthly, and retains the profit generated as well as retains all print fees. Fidar's remote access business model allows County's to manage expenses directly related to their profits to maximize their remote access revenues.

Below is a recap of the Livingston Laredo Profits for printing and charges to subscribers after Fidar fees.

2016 - \$96,181.98

2017 - \$95,080.22

2018 - \$69,834.39 (through September)

Tapestry – web based, pay per transaction searching for the occasional searcher.

Tapestry allows searchers the option to pay as they go via the Tapestry website at www.landrecords.net. Tapestry has approximately 8000 unique monthly visitors which allows Livingston County to reach an audience of searchers who may not be visiting the county's website today. Of each search transaction Fidar retains a portion to account for the ongoing software maintenance, support to end users, credit card processing fees, as well as bad debt expense. Below are the Tapestry revenues received by the county after Fidar fees.

2016 - \$6,348.50

2017 - \$6,260.00

2018 - \$6,713.00 (through September)



Current Products / Investment Proposal

AVID LifeCycle

Livingston County has chosen Fidlar Technologies' LifeCycle investment model. LifeCycle pricing is the best program in the industry for ease of budgeting and assurance against technology obsolescence by providing access to everything Fidlar has to offer at a predictable price. LifeCycle includes the upfront software license fees, the annual software maintenance and support, (which is referred to as CountyCare), as well as all future LifeCycle modules and future land records systems license fees including the installation, conversion, and training service fees.

| AVID LifeCycle | Three Year Investment Plan | |
|------------------------------|---|---|
| Software (LifeCycle Payment) | | \$75,000 \ Year 1 \$75,000 \ Year 2 \$75,000 \ Year 3 |
| | AVID Software | <i>Included</i> |
| | eRecording | <i>Included</i> |
| | Redaction | <i>Included</i> |
| | OCR via iNspect | <i>Included</i> |
| | Search for Public Workstations | <i>Included</i> |
| | Any Future Land Recording Software Systems | <i>Included</i> |
| | Iris | <i>Included</i> |
| | Anchor | <i>Included</i> |
| | Swift | <i>Included</i> |
| | Future Software Modules <i>That are defined by Fidlar as LifeCycle</i> | <i>Included</i> |
| CountyCare Support | Unlimited Support calls | <i>Included</i> |
| Services | | |
| | Installation and Configuration | <i>Included</i> |
| | Workflow | <i>Included</i> |
| | Project Management | <i>Included</i> |
| | Data Conversion | <i>Included</i> |
| | Image Conversion | <i>Included</i> |
| | Training | <i>Included</i> |
| Remote Access | | |
| | Laredo, Tapestry | <i>See Schedule D</i> |
| Community Outreach Products | | |
| | Property Fraud Alert | <i>Included</i> |
| | Monarch | <i>Purchased</i> |



Laredo Subscription Based Remote Access:

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client. After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, www.fidlar.com.

Each new Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

Laredo Licensing Fees:

Fidlar will invoice Livingston County a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

Laredo Per-Minute Plan Fees:

| <u>Per-Minute Plans</u> | <u>Fidlar License Fee to Livingston County per User Subscription</u> |
|-------------------------|--|
|-------------------------|--|

| | |
|------------------|---------------------------------------|
| 0-250 minutes | \$50/mo and 0.11 per minute overage |
| 251-500 minutes | \$71/mo and 0.0825 per minute overage |
| 501-1000 minutes | \$93/mo and 0.066 per minute overage |



1001-2000 minutes \$113/mo and 0.055 per minute overage

2001 and up \$126/mo

Included in the licensing fees Fidar will provide Laredo support (at 1-563-345-1283, or 1-800-747-4600), for all Laredo users.

Tapestry - Online Remote Access:

Livingston County has chosen to participate in the Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website. Tapestry is a service offered and managed by Fidar to provide the land records of participating Counties collectively to the general public from one web based system. www.landrecords.net

Fidar will provide phone and email support to users as well as manage the billing and collecting of Tapestry access fees from the end users. At the end of each billing period (calendar month), Fidar will provide a credit notice to the Client based on the below parameters. The remainder of the fees represents Fidar's licensing charge to the Client and includes the Tapestry system, usage, support credit card processing fees, bad debt, and services provided on behalf of Livingston County.

- \$2.75 per Tapestry search transaction; Fidar covers credit card fees, collections, and bad debt
- 50% of print-related fees

Included with Tapestry are the Following Community Outreach Services:

Property Fraud Alert:

Fidar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website, www.propertyfraudalert.com (select respective County). Subscribers will ONLY be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.



PFA is a Fidar-managed web site and service. Fidar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

Honor Rewards:

Fidar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office or the Clerk's office) to receive and Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program.

Fidar handles many of the major costs and time consuming tasks involved in providing a Veterans rewards program including:

- Creation and maintenance of your county's page at www.honorrewards.com
- Printing of all ID Cards
- Customer Support
- Pre-Created promotional materials




Honor Rewards


HONOR REWARDS

COMMUNITY REWARDS PROGRAM FOR VETERANS

Madison County, Illinois



MADISON COUNTY GOVERNMENT
EDWARDSVILLE, ILLINOIS
Amy Meyer
Madison County Recorder



Name: *

First Name Middle Initial Last Name

Date of Birth (MM/DD/YYYY): *

Address: *

Street Address

Street Address Line 2

City State / Province / Region

Postal / Zip Code

Branch of Service: *

☒ Army

SELECT COUNTY

- HOME
- Union County, AR
- Boone County, IL
- Champaign County, IL
- Crawford County, IL
- Henry County, IL
- Knox County, IL
- Moultrie County, IL
- Rock Island County, IL
- Sangamon County, IL
- St. Clair County, IL
- Tazewell County, IL
- Winnebago County, IL
- Crawford County, IN
- Greene County, IN
- Jackson County, IN
- Madison County, IN
- Owen County, IN
- Perry County, IN
- Porter County, IN
- Posey County, IN
- Spencer County, IN
- Vanderburgh County, IN
- Washington County, IN
- Faribault County, MN
- Watonwan County, MN
- Jefferson County, MO
- St. Francois County, MO

LOCAL COUNTY VETERANS!

JOIN HONOR REWARDS

RECEIVE...


- DISCOUNTS
- PROMOTIONS
- AND OTHER INCENTIVES

AT PARTICIPATING LOCAL BUSINESSES

VISIT WWW.HONORREWARDS.COM TO SIGN UP

HONOR REWARDS

HIDALGO COUNTY TEXAS



John Q Public
123 Main Street
Austin, TX 78759
(555) 345-1234
Army
1981-1985

A NEW REWARDS PROGRAM FOR VETERANS MADE AVAILABLE BY THE HIDALGO COUNTY CLERK'S OFFICE.
OWN CLERK/CLERK COUNTY CLERK / PARE CLERK OF HIDALGO COUNTY AUSTIN, TX 78701-345-1234



RESOLUTION

NO: 2018-12-209

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing a Renewal Agreement with ACC Business/AT&T for Internet Services – Information Technology

WHEREAS, Internet is an essential utility service that Livingston County must have to continue operations; and

WHEREAS, ACC/AT&T is offering Livingston County a 250Mb Ethernet service with a managed router for \$1,589 a month; and

WHEREAS, this renewal contract would be for a three (3) year period expiring 12/31/2021; and,

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the County Administrator the authority to approve future internet utility service contracts upon approval by Civil Counsel.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners be authorized to any and all documents related to the above-referenced contract and renewal contracts upon approval by Civil Counsel.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2018-12-210

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing Software Maintenance Renewals for 2019 - 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

WHEREAS, to maintain compliance with the Livingston County Procurement Policy, the following renewals need the Board of Commissioners authorization as they either exceed the \$100,000 threshold of budgeted detail or exceed 10% of the 2019 budgeted amount; and

WHEREAS, funding is available through the 2019 Information Technology Budget.

| Vendor | Total of Renewal | Renewal Dates |
|-------------------------|----------------------------|-----------------------|
| Priority Dispatch | Not To Exceed \$172,000 | 1/1/2019 - 12/31/2021 |
| State of Michigan - JIS | Not To Exceed \$105,600 | 1/1/2019 - 12/31/2019 |
| Superion - OSSI | Not To Exceed \$290,046 | 1/1/2019 - 12/31/2019 |
| Zoho – AD Manager | Not to Exceed \$945 | 1/1/2019 – 12/31/2019 |

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the above mentioned software maintenance renewals.

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

#

#

#

MOVED:
SECONDED:
CARRIED:



QUOTE

110 Regent Street, Suite 500
Salt Lake City, UT 84111
USA
www.prioritydispatch.net
Prepared By: Jon Stones
Phone: (800) 363-9127
Email: jon.stones@prioritydispatch.net

Agency:
Agency ID#:
Quote #:
Date:
Offer Valid Through:
Payment Terms
Currency:

Livingston County 911
2269
Q-29917
7/17/2018
12/31/2018
Net 30
USD

Bill To:
Livingston County 911
Chad Chewning
300 S Highlander Way
Howell, Michigan 48843-3974
United States

Ship To:
Livingston County 911
Chad Chewning
300 S Highlander Way
Howell, Michigan 48843-3974
United States

| Line | Product Name | Qty | Unit Price | Amount |
|------|--|-----|------------|------------|
| 1 | Priority Dispatch System Annual Maintenance ESP- (P) MFP License renewal, service and support. Includes bundled updated incensed products and services. (10% discount for 3 year pre-paid license maintenance fee) Term: Jan 1, 2019- Dec 31, 2021 | 3 | 33,465.00 | 100,395.00 |
| 2 | Q Plus for EFD (12 Months) National Q Service - (EFD) Expert case review and reporting for 12 calls per week for 3 years. (10% discount for 3 year pre-paid NQ annual fees) Term: Jan 1, 2019- Dec 31, 2021 | 3 | 11,232.00 | 33,696.00 |
| 3 | Q Plus for EPD (12 Months) National Q Service - (EPD) Expert case review and reporting for 20 calls per week for 1 year. (10% discount for 3 year pre-paid NQ annual fees) Term: Jan 1, 2019- Dec 31, 2021 | 3 | 18,720.00 | 56,160.00 |
| 4 | Discount for 3 year pre-paid PDS ESP & NationalQ Annual Fees | 1 | -19,025.00 | -19,025.00 |

| | |
|---------------|----------------|
| Subtotal | USD 171,226.00 |
| Estimated Tax | |
| Total | USD 171,226.00 |

| | |
|---------------------|--------------------|
| Customer Signature: | Date: |
| Customer Name: | Purchase Order ID: |
| Credit Card #: | Expiration Date: |

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>

"To lead the creation of meaningful change in public safety and health."



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Milton L. Mack, Jr.
State Court Administrator

DATE: May 7, 2018

TO: Chief Judges (JIS Courts)
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Milton L. Mack, Jr.

RE: User Fees for 2019

The attached sheet shows the 2019 user fees for your court. The sheet shows two fees: the amount that the State Court Administrative Office (SCAO) calculated for your court based on the formula and the amount that is five percent more than what your court currently pays. Because any increase from the current fee to the 2019 fee is capped, the 2019 fee for your court will be the LOWER of these two amounts.

Starting January 1, 2019, the user fee formula will be changed as follows:

- The per case rate for circuit and probate courts increased from \$9.13 to \$10.00.
- The per case rate for district and municipal courts increased from \$1.29 to \$1.30.
- The base rate per court increased from \$9,085.44 to \$9,100.00.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public.

Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or UserFees@courts.mi.gov with any questions.

Attachment

User Fees

Effective January 1, 2019

The 2019 User Fee for the 53rd District Court - Livingston is \$42,725.10

53rd District Court - Livingston

| | |
|--|----------------------|
| Average Annual New Filings | 24,327.00 |
| Per Case Rate | \$ 1.30 |
| Base Rate Per Court | \$9,100.00 |
| Base Fee | \$40,725.10 |
| Jury Module, if applicable | NA |
| LEIN/SOS Module, applicable to circuit and district courts | \$2,000.00 |
| Hosting Fee, if applicable | NA |
| 2019 Calculated User Fee | = \$42,725.10 |
| <u>Current User Fee</u> | <u>\$43,200.85</u> |
| 5% Increase | = \$45,360.89 |

Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.

The 2019 User Fee for the 53rd District Court - Livingston is \$42,725.10.

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

dreader@livgov.com
fzysk@livgov.com
analepa@livgov.com
awhite@livgov.com
dreader@livgov.com

If you have any questions, please contact:

Beth Eimer

Supreme Court Finance

E-mail UserFees@courts.mi.gov

Phone 517-373-4689

Fax 517-373-4640

BASE FEE

Obtain the three-year average annual new filings from 2015 to 2017. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

| | | |
|---|---|--------------------------------------|
| Per Case Rate Circuit/Probate \$10.00 | Per Case Rate District/Municipal \$1.30 | Base Rate Per Court \$9,100.00 |
|---|---|--------------------------------------|

ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

| | |
|-----------------|---|
| Jury Module | The jury module fee is 10 percent of the court's base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee. |
| LEIN/SOS Module | The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts. |
| Hosting Fee | The hosting fee is \$0.20 per case. |

5% CAP ON 2019 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

Example XYZ Court

| | |
|---|----------------------|
| Average Annual New Filings | 23,207 |
| Per Case Rate | \$1.30 |
| Base Rate Per Court | \$9,100.00 |
| Base Fee | \$39,269.10 |
| Jury Module, <i>if applicable</i> | \$3,926.91 |
| LEIN/SOS Module, <i>applicable to circuit and district courts</i> | \$2,000.00 |
| Hosting Fee, <i>if applicable</i> | \$4,641.40 |
| 2019 Calculated User Fee | = \$49,837.41 |
| <u>Current User Fee</u> | <u>\$44,600.00</u> |
| 5% Increase | = \$46,830.00 |

Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.

The 2019 User Fee for the XYZ Court is \$46,830.00.



Michigan Supreme Court

State Court Administrative Office

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone 517-373-0128

Milton L. Mack, Jr.
State Court Administrator

DATE: May 7, 2018

TO: Chief Judges (JIS Courts)
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Milton L. Mack, Jr.

RE: User Fees for 2019

The attached sheet shows the 2019 user fees for your court. The sheet shows two fees: the amount that the State Court Administrative Office (SCAO) calculated for your court based on the formula and the amount that is five percent more than what your court currently pays. Because any increase from the current fee to the 2019 fee is capped, the 2019 fee for your court will be the LOWER of these two amounts.

Starting January 1, 2019, the user fee formula will be changed as follows:

- The per case rate for circuit and probate courts increased from \$9.13 to \$10.00.
- The per case rate for district and municipal courts increased from \$1.29 to \$1.30.
- The base rate per court increased from \$9,085.44 to \$9,100.00.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public.

Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or UserFees@courts.mi.gov with any questions.

Attachment

User Fees

Effective January 1, 2019

The 2019 User Fee for the 44th Circuit Court - Livingston is \$41,057.80

44th Circuit Court - Livingston

| | |
|--|----------------------|
| Average Annual New Filings | 2,674.67 |
| Per Case Rate | \$10.00 |
| Base Rate Per Court | \$9,100.00 |
| Base Fee | \$35,846.67 |
| Jury Module, if applicable | \$3,584.67 |
| LEIN/SOS Module, applicable to circuit and district courts | \$2,000.00 |
| Hosting Fee, if applicable | NA |
| 2019 Calculated User Fee | = \$41,431.34 |
| <u>Current User Fee</u> | <u>\$39,102.67</u> |
| 5% Increase | = \$41,057.80 |

Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.

The 2019 User Fee for the 44th Circuit Court - Livingston is \$41,057.80.

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

dreader@livgov.com
rsacharski@livgov.com
analepa@livgov.com
awhite@livgov.com
dreader@livgov.com

If you have any questions, please contact:

Beth Eimer
Supreme Court Finance
E-mail UserFees@courts.mi.gov
Phone 517-373-4689
Fax 517-373-4640

BASE FEE

Obtain the three-year average annual new filings from 2015 to 2017. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

| | | |
|---|---|--------------------------------------|
| Per Case Rate Circuit/Probate \$10.00 | Per Case Rate District/Municipal \$1.30 | Base Rate Per Court \$9,100.00 |
|---|---|--------------------------------------|

ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

| | |
|-----------------|---|
| Jury Module | The jury module fee is 10 percent of the court's base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee. |
| LEIN/SOS Module | The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts. |
| Hosting Fee | The hosting fee is \$0.20 per case. |

5% CAP ON 2019 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

Example XYZ Court

| | |
|---|----------------------|
| Average Annual New Filings | 23,207 |
| Per Case Rate | \$1.30 |
| Base Rate Per Court | \$9,100.00 |
| Base Fee | \$39,269.10 |
| Jury Module, <i>if applicable</i> | \$3,926.91 |
| LEIN/SOS Module, <i>applicable to circuit and district courts</i> | \$2,000.00 |
| Hosting Fee, <i>if applicable</i> | \$4,641.40 |
| 2019 Calculated User Fee | = \$49,837.41 |
| <u>Current User Fee</u> | <u>\$44,600.00</u> |
| 5% Increase | = \$46,830.00 |

Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.

The 2019 User Fee for the XYZ Court is \$46,830.00.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
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Phone 517-373-0128

Milton L. Mack, Jr.
State Court Administrator

DATE: May 7, 2018

TO: Chief Judges (JIS Courts)
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Milton L. Mack, Jr.

RE: User Fees for 2019

The attached sheet shows the 2019 user fees for your court. The sheet shows two fees: the amount that the State Court Administrative Office (SCAO) calculated for your court based on the formula and the amount that is five percent more than what your court currently pays. Because any increase from the current fee to the 2019 fee is capped, the 2019 fee for your court will be the LOWER of these two amounts.

Starting January 1, 2019, the user fee formula will be changed as follows:

- The per case rate for circuit and probate courts increased from \$9.13 to \$10.00.
- The per case rate for district and municipal courts increased from \$1.29 to \$1.30.
- The base rate per court increased from \$9,085.44 to \$9,100.00.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public.

Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or UserFees@courts.mi.gov with any questions.

Attachment

User Fees

Effective January 1, 2019

The 2019 User Fee for the Livingston County Probate Court is \$21,743.33

Livingston County Probate Court

| | |
|--|----------------------|
| Average Annual New Filings | 1,265.33 |
| Per Case Rate | \$10.00 |
| Base Rate Per Court | \$9,100.00 |
| Base Fee | \$21,753.33 |
| Jury Module, if applicable | NA |
| LEIN/SOS Module, applicable to circuit and district courts | NA |
| Hosting Fee, if applicable | NA |
| 2019 Calculated User Fee | = \$21,753.33 |
| <u>Current User Fee</u> | <u>\$20,707.93</u> |
| 5% Increase | = \$21,743.33 |

Between the 2019 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.

The 2019 User Fee for the Livingston County Probate Court is \$21,743.33.

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

dreader@livgov.com
rsacharski@livgov.com
analepa@livgov.com
awhite@livgov.com
dreader@livgov.com

If you have any questions, please contact:

Beth Eimer

Supreme Court Finance

E-mail UserFees@courts.mi.gov

Phone 517-373-4689

Fax 517-373-4640

BASE FEE

Obtain the three-year average annual new filings from 2015 to 2017. Include the juvenile adoption cases with probate court, unless the court does not use the juvenile/adoption module. Exclude parking from district and municipal courts. Multiply the average annual new filings by the appropriate per-case-rate, then add the base rate.

| | | |
|---|---|--------------------------------------|
| Per Case Rate Circuit/Probate \$10.00 | Per Case Rate District/Municipal \$1.30 | Base Rate Per Court \$9,100.00 |
|---|---|--------------------------------------|

ADDITIONAL SERVICE FEES

Fees for additional services are calculated as follows and added to the base fee.

| | |
|-----------------|---|
| Jury Module | The jury module fee is 10 percent of the court's base fee. Probate and district courts where the circuit court receives the jury module are exempt from this fee. |
| LEIN/SOS Module | The LEIN/SOS module fee is \$2,000 per circuit court and \$2,000 per district court. This fee is not optional for circuit and district courts. |
| Hosting Fee | The hosting fee is \$0.20 per case. |

5% CAP ON 2019 JIS USER FEES

The maximum increase per court from the current user fee is 5%.

Example XYZ Court

| | |
|--|----------------------|
| Average Annual New Filings | 23,207 |
| Per Case Rate | \$1.30 |
| Base Rate Per Court | \$9,100.00 |
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| Hosting Fee, if applicable | \$4,641.40 |
| 2019 Calculated User Fee | = \$49,837.41 |
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| 5% Increase | = \$46,830.00 |

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The 2019 User Fee for the XYZ Court is \$46,830.00.



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| 6125LG | Livingston County | | USD | Net 30 | 12/30/2018 |

| | Description | Units | Rate | Extended |
|--------------------|--|--------------|-------------|-----------------|
| Contract No. 90145 | | | | |
| 1 | ONESolution Police-to-Police - Annual Subscription Fee OSSSI Police to Police Annual Subscription Fee Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$0.00 | \$0.00 |
| 2 | ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee OSSSI Base Computer Aided Dispatch System Tier 5 Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$28,466.99 | \$28,466.99 |
| 3 | ONESolution Map Converter Software - Annual Maintenance Fee OSSSI Map Converter Software Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$774.15 | \$774.15 |
| 4 | ONESolution CAD Console License - Annual Maintenance Fee OSSSI Additional CAD Console License Maintenance: Start:1/1/2019, End: 12/31/2019 | 2 | \$1,869.04 | \$3,738.08 |
| 5 | ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution CAD Map Display and Map Maintenance Software License Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,658.91 | \$1,658.91 |
| 6 | ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance: Start:1/1/2019, End: 12/31/2019 | 7 | \$884.74 | \$6,193.18 |
| 7 | ONESolution Multi-Jurisdictional Dispatch Option - Annual Maintenance Fee OSSSI Multi Jurisdictional Dispatch Option Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,105.95 | \$1,105.95 |
| 8 | ONESolution E911 Interface - Annual Maintenance Fee OSSSI E911 Interface Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,658.91 | \$1,658.91 |



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| 9 | ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee OSSI Firehouse RMS Interface Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,216.53 | \$1,216.53 |
| 10 | ONESolution Pagegate Interface - Annual Maintenance Fee OSSI Interface to Pagegate Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$221.19 | \$221.19 |
| 11 | ONESolution Alpha Numeric Paging - Annual Maintenance Fee OSSI Alpha Numeric Paging Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,658.91 | \$1,658.91 |
| 12 | ONESolution CAD Client AVL License - Annual Maintenance Fee ONESolution CAD Client AVL License Maintenance: Start:1/1/2019, End: 12/31/2019 | 8 | \$442.39 | \$3,539.09 |
| 13 | ONESolution Medical ProQA/Paramount Interface - Annual Maintenance Fee OSSI Medical PROQA Interface Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,658.91 | \$1,658.91 |
| 14 | ONESolution Rip & Run Printing/Faxing - Annual Maintenance Fee OSSI Rip and Run Printing/Faxing Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,658.91 | \$1,658.91 |
| 15 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client (for EMS & Local Depts.) Maintenance: Start:1/1/2019, End: 12/31/2019 | 9 | \$331.79 | \$2,986.11 |
| 16 | ONESolution Mobile Server Software - Annual Maintenance Fee OSSI Base Mobile Server Software Client - up to 250 workstations Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$12,541.39 | \$12,541.39 |



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| | Description | Units | Rate | Extended |
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| 17 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch (48 Fire, 84 Police, 20 EMS) Maintenance: Start:1/1/2019, End: 12/31/2019 | 152 | \$169.87 | \$25,820.09 |
| 18 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019 | 152 | \$34.21 | \$5,199.77 |
| 19 | ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee OSSI - MCT Interface to Firehouse Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,658.91 | \$1,658.91 |
| 20 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI AVL Server Host License Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$7,741.61 | \$7,741.61 |
| 21 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019 | 152 | \$25.57 | \$3,886.26 |
| 22 | ONESolution State/NCIC Messaging Software - Annual Maintenance Fee OSSI's Integrated Messaging Software Switch Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$4,423.79 | \$4,423.79 |
| 23 | ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:1/1/2019, End: 12/31/2019 | 20 | \$66.35 | \$1,326.99 |
| 24 | ONESolution Mobile Field Reporting Server - Annual Maintenance Fee OSSI Review Module for Field Reporting - Up to 150 workstations Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$6,871.61 | \$6,871.61 |



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|----|---|--------------|-------------|-----------------|
| 25 | ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 84 | \$59.00 | \$4,955.96 |
| 26 | ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019 | 84 | \$98.31 | \$8,258.17 |
| 27 | ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019 | 84 | \$195.63 | \$16,432.54 |
| 28 | ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019 | 84 | \$98.31 | \$8,258.17 |
| 29 | ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee OSSI - MFR Client - MOBLAN Version Maintenance: Start:1/1/2019, End: 12/31/2019 | 29 | \$98.31 | \$2,851.03 |
| 30 | ONESolution Records Management System - Annual Maintenance Fee OSSI Client Base Records Management System Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$32,441.02 | \$32,441.02 |
| 31 | ONESolution Multi-Jurisdictional RMS Option - Annual Maintenance Fee OSSI Multi-Jurisdictional RMS Option Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,081.37 | \$1,081.37 |
| 32 | ONESolution Accident - Annual Maintenance Fee OSSI Basic Accident Module - 125 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$2,089.01 | \$2,089.01 |
| 33 | ONESolution Barcoding Server License - Annual Maintenance Fee OSSI Bar Coding Server License - 15 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$688.15 | \$688.15 |



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| 6125LG | Livingston County | | USD | Net 30 | 12/30/2018 |

| | Description | Units | Rate | Extended |
|----|--|--------------|-------------|-----------------|
| 34 | ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) - (1 per PD, 2 Sheriff) Maintenance: Start:1/1/2019, End: 12/31/2019 | 10 | \$313.59 | \$3,135.93 |
| 35 | ONESolution Bike Registration - Annual Maintenance Fee OSSI Bike Registration Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$294.92 | \$294.92 |
| 36 | ONESolution Civil Processing - Annual Maintenance Fee OSSI Civil Processing Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,395.94 | \$1,395.94 |
| 37 | ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee OSSI Fleet Vehicle Maintenance Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$294.92 | \$294.92 |
| 38 | ONESolution Accident Wizard Base Server License - Annual Maintenance Fee OSSI Accident Wizard Base Server License Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$983.05 | \$983.05 |
| 39 | ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client - 84 -Mobile, 45 RMS, 5 per Agency Maintenance: Start:1/1/2019, End: 12/31/2019 | 129 | \$29.49 | \$3,804.79 |
| 40 | ONESolution Fire Arms Application Permit - Annual Maintenance Fee OSSI Fire Arms Application Permit Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$294.92 | \$294.92 |
| 41 | JMS-MS DISPLAY - Annual Maintenance Fee OSSI Client Mugshot Display Software License - 15 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,437.72 | \$1,437.72 |



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| | Description | Units | Rate | Extended |
|----|--|--------------|-------------|-----------------|
| 42 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee OSSI RMS Map Display and Pin Mapping License - 125 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$4,915.30 | \$4,915.30 |
| 43 | ONESolution Parking Ticket Administration - Annual Maintenance Fee OSSI Parking Ticket Administration Module - 10 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,376.29 | \$1,376.29 |
| 44 | ONESolution Pawn Shop/Pawn Watch - Annual Maintenance Fee OSSI Pawn Shop/Pawn Watch - 10 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$688.15 | \$688.15 |
| 45 | ONESolution Quartermaster - Annual Maintenance Fee OSSI - QuarterMaster Module - 5 Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,081.37 | \$1,081.37 |
| 46 | ONESolution Crime Analysis - Annual Maintenance Fee OSSI Crime Analysis Module - Client License Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$2,457.66 | \$2,457.66 |
| 47 | ONESolution Property & Evidence - Annual Maintenance Fee OSSI Property and Evidence Module - 10 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,277.98 | \$1,277.98 |
| 48 | ONESolution RMS Training Module - Annual Maintenance Fee OSSI Training Module - 5 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$688.15 | \$688.15 |
| 49 | OSSI State of MI-PACC-PAMM Interface - Annual Maintenance Fee RMS PACC/PAMM Interface Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$800.00 | \$800.00 |
| 50 | ONESolution Link Analysis - Annual Maintenance Fee OSSI - Link Analysis Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$5,505.15 | \$5,505.15 |



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| 6125LG | Livingston County | | USD | Net 30 | 12/30/2018 |

| | Description | Units | Rate | Extended |
|----|--|--------------|-------------|-----------------|
| 51 | ONESolution Michigan JIS Interface - Annual Maintenance Fee OSSSI - Interface to Michigan JIS Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,474.61 | \$1,474.61 |
| 52 | ONESolution Notification - Annual Maintenance Fee OSSSI Notification Module - 125 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$5,529.72 | \$5,529.72 |
| 53 | ONESolution Residential Security Watch - Annual Maintenance Fee OSSSI Residential Security Watch Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$294.92 | \$294.92 |
| 54 | ONESolution Jail Management System - Annual Maintenance Fee OSSSI Client Jail Management System Module - 15 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$6,635.66 | \$6,635.66 |
| 55 | ONESolution Jail Management System - Annual Maintenance Fee MICHIGAN JPIS INTERFACE Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$774.15 | \$774.15 |
| 56 | ONESolution State Livescan Interface - Annual Maintenance Fee OSSSI State Livescan Interface Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,880.11 | \$1,880.11 |
| 57 | JMS-MS DISPLAY - Annual Maintenance Fee OSSSI Client Mugshot Display Software License - 125 workstation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$7,372.95 | \$7,372.95 |
| 58 | ONESolution JMS VINE Interface - Annual Maintenance Fee OSSSI JMS Vine Interface Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$331.79 | \$331.79 |
| 59 | ONESolution IC Solutions Phone System Interface - Annual Maintenance Fee OSSSI - IC Solutions Inmate Phone System Interface Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$552.97 | \$552.97 |



1000 Business Center Drive
Lake Mary, FL 32746
www.Superion.com
Toll free 800-727-8088

Invoice

Invoice No
219477

Date
11/30/2018

Page
8 of 11

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Livingston County
Information Technology
Attn Candy Atkins
304 E. Grand River Ave.
HOWELL MI 48843
United States

Ship To

Livingston County
Information Technology
Attn Candy Atkins
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 | 12/30/2018 |

| | Description | Units | Rate | Extended |
|-----------------------|---|--------------|-------------|-----------------|
| 60 | ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee OSSI Bar Coding Hand-Held Client License (Each) Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$352.66 | \$352.66 |
| 61 | ONESolution Northpointe Classification System Interface - Annual Maintenance Fee OSSI Interface to Northpointe Classification System Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,105.95 | \$1,105.95 |
| 62 | ONESolution CAD OpCenter - Annual Maintenance Fee OSSI - OPS CAD Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$4,915.30 | \$4,915.30 |
| 63 | ONESolution RMS OpCenter - Annual Maintenance Fee OSSI - OPS RMS & JMS Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$4,915.30 | \$4,915.30 |
| 64 | ONESolution Mugshot Capture Station Software - Annual Maintenance Fee OSSI Mugshot Capture Station Software Only Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,216.53 | \$1,216.53 |
| Contract No. 090145-1 | | | | |
| 65 | ONESolution Keefe Commissary Interface-Funds Level - Annual Maintenance Fee OSSI - Keefe Commissary Interface - Booking Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,105.95 | \$1,105.95 |
| Contract No. 100395 | | | | |
| 66 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee OSSI CAD Resource Monitor Display License with Maps Client Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$331.79 | \$331.79 |
| Contract No. 101008 | | | | |
| 67 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019 | 29 | \$195.63 | \$5,673.14 |



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| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|--------------------|----------------------|----------------------|-----------------|--------------|-----------------|
| 6125LG | Livingston County | | USD | Net 30 | 12/30/2018 |

| | Description | Units | Rate | Extended |
|----|---|--------------|-------------|-----------------|
| 68 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019 | 29 | \$39.32 | \$1,140.35 |
| 69 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019 | 29 | \$29.49 | \$855.34 |

Contract No. 101338

| | | | | |
|----|--|---|----------|----------|
| 70 | ONESolution Mugshot Capture Station Software-Add'l - Annual Maintenance Fee OSSI Subsequent Mugshot Capture Station Software Only Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$688.15 | \$688.15 |
|----|--|---|----------|----------|

Contract No. 111350

| | | | | |
|----|--|---|----------|----------|
| 71 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee OSSI MCT Client for Digital Dispatch Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$191.55 | \$191.55 |
| 72 | ONESolution MCT Client-MAPS - Annual Maintenance Fee OSSI Mobile Client Maps Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$38.55 | \$38.55 |
| 73 | ONESolution MCT Client AVL License - Annual Maintenance Fee OSSI Client AVL Mobile License Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$28.92 | \$28.92 |
| 74 | ONESolution MFR Client-Arrest - Annual Maintenance Fee OSSI Mobile Arrest Module Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$57.82 | \$57.82 |
| 75 | ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee OSSI - MFR Client - Accident Reporting Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$96.38 | \$96.38 |



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| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|--------------------|----------------------|----------------------|-----------------|--------------|-----------------|
| 6125LG | Livingston County | | USD | Net 30 | 12/30/2018 |

| | Description | Units | Rate | Extended |
|-----------------------|---|--------------|-------------|-----------------|
| 76 | ONESolution MFR Client-Citation - Annual Maintenance Fee OSSI - MFR Client Citation Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$96.38 | \$96.38 |
| 77 | ONESolution Accident Wizard - Annual Maintenance Fee OSSI Accident Wizard Workstation License Client Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$28.92 | \$28.92 |
| 78 | ONESolution MFR Client - Annual Maintenance Fee ONESolution MFR Client Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$191.55 | \$191.55 |
| Contract No. 120074 | | | | |
| 79 | ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:1/1/2019, End: 12/31/2019 | 4 | \$231.30 | \$925.22 |
| Contract No. 091400-1 | | | | |
| 80 | ONESolution Bradshaw Consulting Group Marvli Client - Annual Maintenance Fee OSSI - CAD Interface to BCS Marvli Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$3,469.62 | \$3,469.62 |
| Contract No. 120994 | | | | |
| 81 | ONESolution MCT Client License for Message Switch - Annual Maintenance Fee OSSI - LAN Client License for Message Switch Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$57.82 | \$57.82 |
| Contract No. 160145 | | | | |
| 82 | ONESolution Fire ProQA/Paramount Interface - Annual Maintenance Fee OSSI Fire PROQA Interface Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$970.20 | \$970.20 |



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| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|--------------------|----------------------|----------------------|-----------------|--------------|-----------------|
| 6125LG | Livingston County | | USD | Net 30 | 12/30/2018 |

| | Description | Units | Rate | Extended |
|--------------------|--|--------------|-------------|-----------------|
| 83 | ONESolution Law ProQA/Paramount Interface - Annual Maintenance Fee OSSI Law PROQA Interface Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$970.20 | \$970.20 |
| Contract No. 19997 | | | | |
| 84 | ONESolution Police-to-Citizen - Annual Maintenance Fee OSSI Police to Citizen Maintenance: Start:1/1/2019, End: 12/31/2019 | 1 | \$1,680.00 | \$1,680.00 |

Please make remittance payable to Superion, LLC

ACH / EFT:

Routing Number 0710-000-39
Account Number 81880-15335
Bank of America (Phone 800-432-1000)
E-mail payment details to: Accounts.Receivable@centralsquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$289,444.37

Tax \$0.00

Invoice Total \$289,444.37

Payments Applied \$0.00

Balance Due \$289,444.37



| | |
|--------------|--------------------|
| Date | 04-Dec-2018 |
| Reference ID | livgov.com_2180905 |

| PART NO | Description | Amount |
|------------|--|------------|
| 87016.6S | Annual subscription fee for ManageEngine ADManager Plus Professional Edition - Subscription Model - 1 Domain (Unrestricted Objects) Start 01 January 2019 End 31 December 2019 | \$945 |
| Total Cost | | US\$945.00 |

Terms & Conditions

1. Validity

Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices before sending your Purchase Order.

2. Payment Terms

Net-30. Local taxes applicable for all end users located in the State of AL, IN, IL, KY, KS, MA, MN, MS, MI, ME, NC, NY, ND, NE, NM, OH, PA, RI, TX, VT, WI, WA and the City of New Orleans(LA).

3. Payment Mode

ZOHO Corp accepts payment by valid company check, credit card or wire transfer. Please contact ZOHO Corp for wire transfer details.

Please submit Purchase Order to:

Attention: Vincent Scott

MANAGEENGINE

A Division of ZOHO Corp

4141 Hacienda Drive

Pleasanton, CA 94588, USA

Direct Phone: +1[408] 454 4269

Renewal Hotline: +1[408] 916 9755

Website - <http://www.zohocorp.com/>

We are ZOHO Corporation with 2 divisions: ManageEngine & Zoho.com

Click [HERE](#) for more information on local taxes

Sincerely- Vincent Scott [RENEWALS]

-vincent.s@zohocorp.com/v.scott@manageengine.com

RESOLUTION

NO: 2018-12-211

LIVINGSTON COUNTY

DATE: December 17, 2018

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

WHEREAS, Livingston County has retained the law firm of Cohl, Stoker & Toskey as civil counsel for the County and its various departments since 1980 (the “Contractor”); and

WHEREAS, the yearly compensation with the Contractor was to be reviewed on or after June 21, 2018 by contract; and

WHEREAS, the Contractor has requested an increase of 2% to the fixed fee, consistent with the past practice of the parties, where the Contractor receives the same percentage increase as the annual base wage increase (if any) provided to employees; and

WHEREAS, the Contractor has also requested an increase in the hourly rate for litigation work of \$5.00/hr. (from \$145.00/hr. to \$150.00/hr.).

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a contract amendment with Cohl, Stoker & Toskey, P.C. to provide for a 2% fixed fee increase and a \$5.00/hr. increase in the hourly rate for litigation work effective January 1, 2019.

BE IT FURTHER RESOLVED that the Finance Officer is authorized to make a budget adjustment, as needed, for this contract amendment and the Board Chairperson is authorized to sign this contract amendment after review by the Finance Officer.

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MOVED:
SECONDED:
CARRIED:

Resolution Authorizing the Systematic Transfer of Monies Between Funds for 2019 – County Administration

WHEREAS, the fiscal year 2019 Budget contains several types of transfers between funds; and

WHEREAS, the following types of transfers between funds are reflected in the budget:

| | |
|--------------------------|---|
| GENERAL FUND | The General Fund appropriates a considerable amount of its operating funds to other County funds. The purpose of the appropriations is to subsidize operating programs or capital purchases, provide seed money for new projects, and General Funds share for internal services, and grant matching based on actual expenses; |
| DIRECT SERVICES | Direct Services provided by a department (Internal Service Funds: Information Technology, Facility Services and Car Pool) to different departments within General Fund and in other funds; |
| INDIRECT COSTS | Indirect Costs (Central Services Cost Allocation Plan) are billed to appropriate general fund divisions, which operate with federal and state funding, special revenue and enterprise funds to recover each funds proportionate share of the County's central administrative and support cost which are originally borne by the General Fund; |
| OPERATING CAPITAL | Miscellaneous Operating Capital Transfers are made from one fund to another fund to subsidize operating programs or capital purchases, or provide seed money for new projects. |
| BENEFITS | The departments have the funds in their respective budgets to pay the benefit carriers but the payment is made from the benefit fund. |

WHEREAS, requests for transfers and/or billings are received from the numerous County departments continuously throughout the course of the year to fund their operations and to reimburse for services provided; and

WHEREAS, it is desirable to implement a systematic process to transfer monies between funds, eliminate duplication of effort and to create an efficient/effective procedure.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the transfer of monies in accordance with the attached schedules and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the use of the ERP system to process transfers of funds for Car Pool and Facility Services charges through the Work Order module.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the transfer of monies within budgetary limits from EMS to the General Fund Medical Examiner Org based on

actual expenditures throughout the year, and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers upon request.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the transfer of monies within budgetary limits from the General Fund to Special Revenue Funds for the purpose of grant matching based on actual expenditures throughout the year, and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers upon request.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the transfer of funds up to the amount listed below from the Capital Improvement Fund to the Departments listed below based on actual expenditures incurred throughout the year on the approved projects listed below, and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers upon request.

| Department | ORG | Project | Amount |
|------------------------|----------|--|-----------|
| Courts | 10116800 | Judicial Center building security upgrades & potential expansion | \$775,000 |
| Courts | 10116800 | Expanded use of Enterprise Content Management software | \$23,768 |
| Register of Deeds | 10126800 | Reception office area renovation | \$60,000 |
| Sheriff | 10130100 | 25 In car computer replacements & installation | \$86,250 |
| Sheriff | 10130100 | Expanded use of Enterprise Content Management software | \$40,714 |
| Sheriff | 10130100 | Reception office area renovation | \$35,000 |
| Jail | 10135100 | Reception office area renovation | \$35,000 |
| Jail Construction | 46697000 | Storage facility construction | \$150,000 |
| Facility Services | 63126500 | Sheriff roof top heating & ventilation units | \$60,000 |
| Information Technology | 63622800 | Enterprise Content Management server | \$46,184 |

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#

#

MOVED:
SECONDED:
CARRIED:

2019 SYSTEMATIC TRANSFERS

General Fund Appropriations

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 10196600 | 999001 | 51744100 | 699000 | | 73,000 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 | 6,083.33 |
| 10196600 | 999005 | 40397000 | 699000 | | 850,000 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 | 70,833.33 |
| 10196600 | 999012 | 58853800 | 699101 | | 50,000 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 | 4,166.66 |
| 10196610 | 999002 | 29266200 | 699101 | | 899,437 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 | 74,953.08 |
| 10196610 | 999002 | 29266300 | 699101 | | 1,080,000 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 90,000.00 |
| 10196610 | 999003 | 29067000 | 699000 | | 9,000 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 |
| 10196610 | 999006 | 21514100 | 699000 | | 886,777 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 | 73,898.08 |
| 10196650 | 999004 | 22160100 | 699101 | | 714,675 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 | 59,556.25 |
| TOTAL | | | | | 4,562,889 | 380,240.74 | 380,240.73 | 380,240.73 | 380,240.73 | 380,240.73 | 380,240.73 | 380,240.73 | 380,240.73 | 380,240.73 | 380,240.73 | 380,240.73 | 380,240.73 |

Cost Allocation

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 21065100 | 964000 | 10100001 | 677000 | | 322,277 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 | 26,856.41 |
| 21514100 | 964000 | 10100001 | 677000 | | 207,119 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 | 17,259.91 |
| 23826717 | 964000 | 10100001 | 677000 | | 21,789 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 | 1,815.75 |
| 24527800 | 964000 | 10100001 | 677000 | | 2,188 | 182.33 | 182.33 | 182.33 | 182.33 | 182.33 | 182.33 | 182.33 | 182.33 | 182.33 | 182.33 | 182.33 | 182.33 |
| 25626801 | 964000 | 10100001 | 677000 | | 1,900 | 158.33 | 158.33 | 158.33 | 158.33 | 158.33 | 158.33 | 158.33 | 158.33 | 158.33 | 158.33 | 158.33 | 158.33 |
| 26132500 | 964000 | 10100001 | 677000 | | 147,684 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 | 12,307.00 |
| 26821500 | 964000 | 10100001 | 677000 | | 3,410 | 284.16 | 284.16 | 284.16 | 284.16 | 284.16 | 284.16 | 284.16 | 284.16 | 284.16 | 284.16 | 284.16 | 284.16 |
| 29568900 | 964000 | 10100001 | 677000 | | 33,367 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 | 2,780.58 |
| 54237100 | 964000 | 10100001 | 677000 | | 118,113 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 | 9,842.75 |
| 5750275 | 964000 | 10100001 | 677000 | | 8,088 | 674.00 | 674.00 | 674.00 | 674.00 | 674.00 | 674.00 | 674.00 | 674.00 | 674.00 | 674.00 | 674.00 | 674.00 |
| 5780275 | 964000 | 10100001 | 677000 | | 10,914 | 909.50 | 909.50 | 909.50 | 909.50 | 909.50 | 909.50 | 909.50 | 909.50 | 909.50 | 909.50 | 909.50 | 909.50 |
| 58105400 | 964000 | 10100001 | 677000 | | 39,697 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 | 3,308.08 |
| 58853800 | 964000 | 10100001 | 677000 | | 126,892 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 | 10,574.33 |
| 59535100 | 964000 | 10100001 | 677000 | | 786 | 65.50 | 65.50 | 65.50 | 65.50 | 65.50 | 65.50 | 65.50 | 65.50 | 65.50 | 65.50 | 65.50 | 65.50 |
| TOTAL | | | | | 1,044,224 | 87,018.64 | 87,018.63 | 87,018.63 | 87,018.63 | 87,018.63 | 87,018.63 | 87,018.63 | 87,018.63 | 87,018.63 | 87,018.63 | 87,018.63 | 87,018.63 |

Information Technology
Telephone

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 10110100 | 851000 | 63622800 | 676100 | 10100 | 5,828 | 485.66 | 485.66 | 485.66 | 485.66 | 485.66 | 485.66 | 485.66 | 485.66 | 485.66 | 485.66 | 485.66 | 485.66 |
| 10115100 | 851000 | 63622800 | 676100 | 15100 | 6,033 | 502.75 | 502.75 | 502.75 | 502.75 | 502.75 | 502.75 | 502.75 | 502.75 | 502.75 | 502.75 | 502.75 | 502.75 |
| 10116800 | 851000 | 63622800 | 676100 | 16800 | 58,580 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 | 4,881.66 |
| 10117200 | 851000 | 63622800 | 676100 | 17200 | 1,578 | 131.50 | 131.50 | 131.50 | 131.50 | 131.50 | 131.50 | 131.50 | 131.50 | 131.50 | 131.50 | 131.50 | 131.50 |
| 10121200 | 851000 | 63622800 | 676100 | 21200 | 2,770 | 230.83 | 230.83 | 230.83 | 230.83 | 230.83 | 230.83 | 230.83 | 230.83 | 230.83 | 230.83 | 230.83 | 230.83 |
| 10121500 | 851000 | 63622800 | 676100 | 21500 | 3,056 | 254.66 | 254.66 | 254.66 | 254.66 | 254.66 | 254.66 | 254.66 | 254.66 | 254.66 | 254.66 | 254.66 | 254.66 |
| 10125300 | 851000 | 63622800 | 676100 | 25300 | 3,973 | 331.08 | 331.08 | 331.08 | 331.08 | 331.08 | 331.08 | 331.08 | 331.08 | 331.08 | 331.08 | 331.08 | 331.08 |
| 10125700 | 851000 | 63622800 | 676100 | 25700 | 2,431 | 202.58 | 202.58 | 202.58 | 202.58 | 202.58 | 202.58 | 202.58 | 202.58 | 202.58 | 202.58 | 202.58 | 202.58 |
| 10126100 | 851000 | 63622800 | 676100 | 26100 | 3,843 | 320.25 | 320.25 | 320.25 | 320.25 | 320.25 | 320.25 | 320.25 | 320.25 | 320.25 | 320.25 | 320.25 | 320.25 |
| 10126200 | 851000 | 63622800 | 676100 | 26200 | 7,171 | 597.58 | 597.58 | 597.58 | 597.58 | 597.58 | 597.58 | 597.58 | 597.58 | 597.58 | 597.58 | 597.58 | 597.58 |
| 10126700 | 851000 | 63622800 | 676100 | 26700 | 9,426 | 785.50 | 785.50 | 785.50 | 785.50 | 785.50 | 785.50 | 785.50 | 785.50 | 785.50 | 785.50 | 785.50 | 785.50 |
| 10126800 | 851000 | 63622800 | 676100 | 26800 | 4,841 | 403.41 | 403.41 | 403.41 | 403.41 | 403.41 | 403.41 | 403.41 | 403.41 | 403.41 | 403.41 | 403.41 | 403.41 |
| 10127000 | 851000 | 63622800 | 676100 | 27000 | 4,516 | 376.33 | 376.33 | 376.33 | 376.33 | 376.33 | 376.33 | 376.33 | 376.33 | 376.33 | 376.33 | 376.33 | 376.33 |
| 10127500 | 851000 | 63622800 | 676100 | 27500 | 22,910 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 | 1,909.16 |
| 10130100 | 851000 | 63622800 | 676100 | 30100 | 56,427 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 | 4,702.25 |
| 10130143 | 851000 | 63622800 | 676100 | 30143 | 2,324 | 193.66 | 193.66 | 193.66 | 193.66 | 193.66 | 193.66 | 193.66 | 193.66 | 193.66 | 193.66 | 193.66 | 193.66 |
| 10135100 | 851000 | 63622800 | 676100 | 35100 | 18,616 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 | 1,551.33 |
| 10142600 | 851001 | 63622800 | 676100 | 42600 | 2,350 | 195.83 | 195.83 | 195.83 | 195.83 | 195.83 | 195.83 | 195.83 | 195.83 | 195.83 | 195.83 | 195.83 | 195.83 |
| 10143000 | 851000 | 63622800 | 676100 | 43000 | 2,306 | 192.16 | 192.16 | 192.16 | 192.16 | 192.16 | 192.16 | 192.16 | 192.16 | 192.16 | 192.16 | 192.16 | 192.16 |
| 10144100 | 851000 | 63622800 | 676100 | 44100 | 1,215 | 101.25 | 101.25 | 101.25 | 101.25 | 101.25 | 101.25 | 101.25 | 101.25 | 101.25 | 101.25 | 101.25 | 101.25 |
| 10164800 | 851000 | 63622800 | 676100 | 64800 | 4,232 | 352.66 | 352.66 | 352.66 | 352.66 | 352.66 | 352.66 | 352.66 | 352.66 | 352.66 | 352.66 | 352.66 | 352.66 |
| 10172100 | 851000 | 63622800 | 676100 | 72100 | 1,945 | 162.08 | 162.08 | 162.08 | 162.08 | 162.08 | 162.08 | 162.08 | 162.08 | 162.08 | 162.08 | 162.08 | 162.08 |
| 21065100 | 851000 | 63622800 | 676100 | 65100 | 34,871 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 | 2,905.91 |
| 21514100 | 851000 | 63622800 | 676100 | 14100 | 12,262 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 | 1,021.83 |
| 22160100 | 851000 | 63622800 | 676100 | 60100 | 40,556 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 | 3,379.66 |
| 23826717 | 851000 | 63622800 | 676100 | 26717 | 685 | 57.08 | 57.08 | 57.08 | 57.08 | 57.08 | 57.08 | 57.08 | 57.08 | 57.08 | 57.08 | 57.08 | 57.08 |
| 23926718 | 851000 | 63622800 | 676100 | 26718 | 1,384 | 115.33 | 115.33 | 115.33 | 115.33 | 115.33 | 115.33 | 115.33 | 115.33 | 115.33 | 115.33 | 115.33 | 115.33 |
| 23930106 | 851000 | 63622800 | 676100 | 30106 | 1,671 | 139.25 | 139.25 | 139.25 | 139.25 | 139.25 | 139.25 | 139.25 | 139.25 | 139.25 | 139.25 | 139.25 | 139.25 |
| 26132500 | 851000 | 63622800 | 676100 | 32500 | 118,357 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 | 9,863.08 |
| 29568900 | 851000 | 63622800 | 676100 | 68200 | 4,008 | 334.00 | 334.00 | 334.00 | 334.00 | 334.00 | 334.00 | 334.00 | 334.00 | 334.00 | 334.00 | 334.00 | 334.00 |

Information Technology
Telephone

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 54237100 | 851000 | 63622800 | 676100 | 37100 | 27,734 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 | 2,311.16 |
| 58105400 | 851000 | 63622800 | 676100 | 05400 | 4,467 | 372.25 | 372.25 | 372.25 | 372.25 | 372.25 | 372.25 | 372.25 | 372.25 | 372.25 | 372.25 | 372.25 | 372.25 |
| 58853800 | 851000 | 63622800 | 676100 | 53800 | 31,326 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 | 2,610.50 |
| 63126500 | 851000 | 63622800 | 676100 | 26500 | 4,553 | 379.41 | 379.41 | 379.41 | 379.41 | 379.41 | 379.41 | 379.41 | 379.41 | 379.41 | 379.41 | 379.41 | 379.41 |
| 66126300 | 851000 | 63622800 | 676100 | 26300 | 464 | 38.66 | 38.66 | 38.66 | 38.66 | 38.66 | 38.66 | 38.66 | 38.66 | 38.66 | 38.66 | 38.66 | 38.66 |
| TOTAL | | | | | 508,709 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 | 42,392.29 |

Information Technology
Hardware

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 10110100 | 943010 | 63622800 | 676100 | 10100 | 23,221 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 | 1,935.08 |
| 10115100 | 943010 | 63622800 | 676100 | 15100 | 10,677 | 889.75 | 889.75 | 889.75 | 889.75 | 889.75 | 889.75 | 889.75 | 889.75 | 889.75 | 889.75 | 889.75 | 889.75 |
| 10116800 | 943010 | 63622800 | 676100 | 16800 | 253,711 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 | 21,142.58 |
| 10117200 | 943010 | 63622800 | 676100 | 17200 | 3,971 | 330.91 | 330.91 | 330.91 | 330.91 | 330.91 | 330.91 | 330.91 | 330.91 | 330.91 | 330.91 | 330.91 | 330.91 |
| 10121200 | 943010 | 63622800 | 676100 | 21200 | 10,698 | 891.50 | 891.50 | 891.50 | 891.50 | 891.50 | 891.50 | 891.50 | 891.50 | 891.50 | 891.50 | 891.50 | 891.50 |
| 10121500 | 943010 | 63622800 | 676100 | 21500 | 15,679 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 | 1,306.58 |
| 10125300 | 943010 | 63622800 | 676100 | 25300 | 24,926 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 | 2,077.16 |
| 10125700 | 943010 | 63622800 | 676100 | 25700 | 12,617 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 | 1,051.41 |
| 10126100 | 943010 | 63622800 | 676100 | 26100 | 2,602 | 216.83 | 216.83 | 216.83 | 216.83 | 216.83 | 216.83 | 216.83 | 216.83 | 216.83 | 216.83 | 216.83 | 216.83 |
| 10126200 | 943010 | 63622800 | 676100 | 26200 | 1,510 | 125.83 | 125.83 | 125.83 | 125.83 | 125.83 | 125.83 | 125.83 | 125.83 | 125.83 | 125.83 | 125.83 | 125.83 |
| 10126700 | 943010 | 63622800 | 676100 | 26700 | 68,698 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 | 5,724.83 |
| 10127000 | 943010 | 63622800 | 676100 | 27000 | 14,485 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 | 1,207.08 |
| 10127500 | 943010 | 63622800 | 676100 | 27500 | 52,791 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 | 4,399.25 |
| 10130100 | 943010 | 63622800 | 676100 | 30100 | 149,403 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 | 12,450.25 |
| 10130143 | 943010 | 63622800 | 676100 | 30143 | 14,356 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 | 1,196.33 |
| 10135100 | 943010 | 63622800 | 676100 | 35100 | 158,258 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 | 13,188.16 |
| 10142600 | 943010 | 63622800 | 676100 | 42600 | 4,153 | 346.08 | 346.08 | 346.08 | 346.08 | 346.08 | 346.08 | 346.08 | 346.08 | 346.08 | 346.08 | 346.08 | 346.08 |
| 10143000 | 943010 | 63622800 | 676100 | 43000 | 6,658 | 554.83 | 554.83 | 554.83 | 554.83 | 554.83 | 554.83 | 554.83 | 554.83 | 554.83 | 554.83 | 554.83 | 554.83 |
| 10144100 | 943010 | 63622800 | 676100 | 44100 | 2,322 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 |
| 10164800 | 943010 | 63622800 | 676100 | 64800 | 6,463 | 538.58 | 538.58 | 538.58 | 538.58 | 538.58 | 538.58 | 538.58 | 538.58 | 538.58 | 538.58 | 538.58 | 538.58 |
| 10172100 | 943010 | 63622800 | 676100 | 72100 | 7,470 | 622.50 | 622.50 | 622.50 | 622.50 | 622.50 | 622.50 | 622.50 | 622.50 | 622.50 | 622.50 | 622.50 | 622.50 |

Information Technology
Hardware

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 21065100 | 943010 | 63622800 | 676100 | 65100 | 185,799 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 | 15,483.25 |
| 21514100 | 943010 | 63622800 | 676100 | 14100 | 67,828 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 | 5,652.33 |
| 22160100 | 943010 | 63622800 | 676100 | 60100 | 95,797 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 | 7,983.08 |
| 23826717 | 943010 | 63622800 | 676100 | 26717 | 6,057 | 504.75 | 504.75 | 504.75 | 504.75 | 504.75 | 504.75 | 504.75 | 504.75 | 504.75 | 504.75 | 504.75 | 504.75 |
| 23930106 | 943010 | 63622800 | 676100 | 30106 | 4,644 | 387.00 | 387.00 | 387.00 | 387.00 | 387.00 | 387.00 | 387.00 | 387.00 | 387.00 | 387.00 | 387.00 | 387.00 |
| 25626801 | 943010 | 63622800 | 676100 | 26801 | 25,120 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 | 2,093.33 |
| 26017200 | 943010 | 63622800 | 676100 | 17200 | 4,953 | 412.75 | 412.75 | 412.75 | 412.75 | 412.75 | 412.75 | 412.75 | 412.75 | 412.75 | 412.75 | 412.75 | 412.75 |
| 26132500 | 943010 | 63622800 | 676100 | 32500 | 97,888 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 | 8,157.33 |
| 29568900 | 943010 | 63622800 | 676100 | 68200 | 16,965 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 | 1,413.75 |
| 54237100 | 943010 | 63622800 | 676100 | 37100 | 61,927 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 | 5,160.58 |
| 58105400 | 943010 | 63622800 | 676100 | 05400 | 8,834 | 736.16 | 736.16 | 736.16 | 736.16 | 736.16 | 736.16 | 736.16 | 736.16 | 736.16 | 736.16 | 736.16 | 736.16 |
| 58853800 | 943010 | 63622800 | 676100 | 53800 | 68,914 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 | 5,742.83 |
| 63126500 | 943010 | 63622800 | 676100 | 26500 | 42,778 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 | 3,564.83 |
| 66126300 | 943010 | 63622800 | 676100 | 26300 | 2,322 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 | 193.50 |
| TOTAL | | | | | 1,534,495 | 127,874.53 | 127,874.49 | 127,874.49 | 127,874.49 | 127,874.49 | 127,874.49 | 127,874.49 | 127,874.49 | 127,874.49 | 127,874.49 | 127,874.49 | 127,874.49 |

Information Technology
Software

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 10110100 | 943020 | 63622800 | 676100 | 10100 | 6,072 | 506.00 | 506.00 | 506.00 | 506.00 | 506.00 | 506.00 | 506.00 | 506.00 | 506.00 | 506.00 | 506.00 | 506.00 |
| 10115100 | 943020 | 63622800 | 676100 | 15100 | 10,124 | 843.66 | 843.66 | 843.66 | 843.66 | 843.66 | 843.66 | 843.66 | 843.66 | 843.66 | 843.66 | 843.66 | 843.66 |
| 10116800 | 943020 | 63622800 | 676100 | 16800 | 284,374 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 | 23,697.83 |
| 10117200 | 943020 | 63622800 | 676100 | 17200 | 1,192 | 99.33 | 99.33 | 99.33 | 99.33 | 99.33 | 99.33 | 99.33 | 99.33 | 99.33 | 99.33 | 99.33 | 99.33 |
| 10121200 | 943020 | 63622800 | 676100 | 21200 | 3,036 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 |
| 10121500 | 943020 | 63622800 | 676100 | 21500 | 11,476 | 956.33 | 956.33 | 956.33 | 956.33 | 956.33 | 956.33 | 956.33 | 956.33 | 956.33 | 956.33 | 956.33 | 956.33 |
| 10125300 | 943020 | 63622800 | 676100 | 25300 | 38,215 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 | 3,184.58 |
| 10125700 | 943020 | 63622800 | 676100 | 25700 | 16,471 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 | 1,372.58 |
| 10126100 | 943020 | 63622800 | 676100 | 26100 | 596 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 |
| 10126200 | 943020 | 63622800 | 676100 | 26200 | 3,370 | 280.83 | 280.83 | 280.83 | 280.83 | 280.83 | 280.83 | 280.83 | 280.83 | 280.83 | 280.83 | 280.83 | 280.83 |
| 10126700 | 943020 | 63622800 | 676100 | 26700 | 37,361 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 | 3,113.41 |
| 10127000 | 943020 | 63622800 | 676100 | 27000 | 6,009 | 500.75 | 500.75 | 500.75 | 500.75 | 500.75 | 500.75 | 500.75 | 500.75 | 500.75 | 500.75 | 500.75 | 500.75 |
| 10127500 | 943020 | 63622800 | 676100 | 27500 | 37,731 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 | 3,144.25 |

Information Technology
Software

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 10130100 | 943020 | 63622800 | 676100 | 30100 | 92,394 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 | 7,699.50 |
| 10130143 | 943020 | 63622800 | 676100 | 30143 | 1,191 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 |
| 10135100 | 943020 | 63622800 | 676100 | 35100 | 52,788 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 | 4,399.00 |
| 10142600 | 943020 | 63622800 | 676100 | 42600 | 2,739 | 228.25 | 228.25 | 228.25 | 228.25 | 228.25 | 228.25 | 228.25 | 228.25 | 228.25 | 228.25 | 228.25 | 228.25 |
| 10143000 | 943020 | 63622800 | 676100 | 43000 | 3,842 | 320.16 | 320.16 | 320.16 | 320.16 | 320.16 | 320.16 | 320.16 | 320.16 | 320.16 | 320.16 | 320.16 | 320.16 |
| 10144100 | 943020 | 63622800 | 676100 | 44100 | 596 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 |
| 10164800 | 943020 | 63622800 | 676100 | 64800 | 1,191 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 |
| 10172100 | 943020 | 63622800 | 676100 | 72100 | 11,977 | 998.08 | 998.08 | 998.08 | 998.08 | 998.08 | 998.08 | 998.08 | 998.08 | 998.08 | 998.08 | 998.08 | 998.08 |
| 21065100 | 943020 | 63622800 | 676100 | 65100 | 101,912 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 | 8,492.66 |
| 21514100 | 943020 | 63622800 | 676100 | 14100 | 60,585 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 | 5,048.75 |
| 22160100 | 943020 | 63622800 | 676100 | 60100 | 39,937 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 | 3,328.08 |
| 23826717 | 943020 | 63622800 | 676100 | 26717 | 14,384 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 | 1,198.66 |
| 23930106 | 943020 | 63622800 | 676100 | 30106 | 1,191 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 | 99.25 |
| 25626801 | 943020 | 63622800 | 676100 | 26801 | 96,757 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 | 8,063.08 |
| 26132500 | 943020 | 63622800 | 676100 | 32500 | 411,131 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 | 34,260.91 |
| 29568900 | 943020 | 63622800 | 676100 | 68200 | 13,699 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 | 1,141.58 |
| 54237100 | 943020 | 63622800 | 676100 | 37100 | 36,707 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 | 3,058.91 |
| 58105400 | 943020 | 63622800 | 676100 | 05400 | 2,382 | 198.50 | 198.50 | 198.50 | 198.50 | 198.50 | 198.50 | 198.50 | 198.50 | 198.50 | 198.50 | 198.50 | 198.50 |
| 58853800 | 943020 | 63622800 | 676100 | 53800 | 14,345 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 | 1,195.41 |
| 63126500 | 943020 | 63622800 | 676100 | 26500 | 3,114 | 259.50 | 259.50 | 259.50 | 259.50 | 259.50 | 259.50 | 259.50 | 259.50 | 259.50 | 259.50 | 259.50 | 259.50 |
| 66126300 | 943020 | 63622800 | 676100 | 26300 | 596 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 | 49.66 |
| TOTAL | | | | | 1,419,485 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 | 118,290.31 |

Facility Services

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 10110100 | 940000 | 63126500 | 676100 | 10100 | 10,236 | 853.00 | 853.00 | 853.00 | 853.00 | 853.00 | 853.00 | 853.00 | 853.00 | 853.00 | 853.00 | 853.00 | 853.00 |
| 10115100 | 940000 | 63126500 | 676100 | 15100 | 15,204 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 | 1,267.00 |
| 10116800 | 940000 | 63126500 | 676100 | 16800 | 267,804 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 | 22,317.00 |
| 10117200 | 940000 | 63126500 | 676100 | 17200 | 3,036 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 | 253.00 |
| 10121200 | 940000 | 63126500 | 676100 | 21200 | 6,144 | 512.00 | 512.00 | 512.00 | 512.00 | 512.00 | 512.00 | 512.00 | 512.00 | 512.00 | 512.00 | 512.00 | 512.00 |
| 10121500 | 940000 | 63126500 | 676100 | 21500 | 12,864 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 |
| 10125300 | 940000 | 63126500 | 676100 | 25300 | 12,864 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 | 1,072.00 |
| 10125700 | 940000 | 63126500 | 676100 | 25700 | 5,772 | 481.00 | 481.00 | 481.00 | 481.00 | 481.00 | 481.00 | 481.00 | 481.00 | 481.00 | 481.00 | 481.00 | 481.00 |
| 10126100 | 940000 | 63126500 | 676100 | 26100 | 11,952 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 |
| 10126500 | 940000 | 63126500 | 626100 | | 11,952 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 | 996.00 |
| 10126500 | 940000 | 63126500 | 626100 | | 12,132 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 | 1,011.00 |
| 10126700 | 940000 | 63126500 | 676100 | 26700 | 24,636 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 | 2,053.00 |
| 10126800 | 940000 | 63126500 | 676100 | 26800 | 16,008 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 | 1,334.00 |
| 10127000 | 940000 | 63126500 | 676100 | 27000 | 6,564 | 547.00 | 547.00 | 547.00 | 547.00 | 547.00 | 547.00 | 547.00 | 547.00 | 547.00 | 547.00 | 547.00 | 547.00 |
| 10127500 | 940000 | 63126500 | 676100 | 27500 | 24,936 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 | 2,078.00 |
| 10130100 | 940000 | 63126500 | 676100 | 30100 | 49,608 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 | 4,134.00 |
| 10135100 | 940000 | 63126500 | 676100 | 35100 | 167,196 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 | 13,933.00 |
| 10142600 | 940000 | 63126500 | 676100 | 42600 | 1,020 | 85.00 | 85.00 | 85.00 | 85.00 | 85.00 | 85.00 | 85.00 | 85.00 | 85.00 | 85.00 | 85.00 | 85.00 |
| 10143000 | 940000 | 63126500 | 676100 | 43000 | 13,188 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 | 1,099.00 |
| 10172100 | 940000 | 63126500 | 676100 | 72100 | 4,464 | 372.00 | 372.00 | 372.00 | 372.00 | 372.00 | 372.00 | 372.00 | 372.00 | 372.00 | 372.00 | 372.00 | 372.00 |
| 21065100 | 940000 | 63126500 | 676100 | 65100 | 127,200 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 | 10,600.00 |
| 21065100 | 940000 | 63126500 | 676100 | 65100 | 2,640 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 |
| 21065100 | 940000 | 63126500 | 676100 | 65100 | 7,908 | 659.00 | 659.00 | 659.00 | 659.00 | 659.00 | 659.00 | 659.00 | 659.00 | 659.00 | 659.00 | 659.00 | 659.00 |
| 21065100 | 940000 | 63126500 | 676100 | 65100 | 2,640 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 |
| 21065100 | 940000 | 63126500 | 676100 | 65100 | 2,640 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 | 220.00 |
| 21514100 | 940000 | 63126500 | 676100 | 14100 | 34,068 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 | 2,839.00 |
| 22160100 | 940000 | 63126500 | 676100 | 60100 | 77,388 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 | 6,449.00 |
| 23826717 | 940000 | 63126500 | 676100 | 26717 | 1,308 | 109.00 | 109.00 | 109.00 | 109.00 | 109.00 | 109.00 | 109.00 | 109.00 | 109.00 | 109.00 | 109.00 | 109.00 |
| 26132500 | 940000 | 63126500 | 676100 | 32500 | 40,368 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 | 3,364.00 |
| 29568900 | 940000 | 63126500 | 676100 | 68200 | 2,592 | 216.00 | 216.00 | 216.00 | 216.00 | 216.00 | 216.00 | 216.00 | 216.00 | 216.00 | 216.00 | 216.00 | 216.00 |
| 54237100 | 940000 | 63126500 | 676100 | 37100 | 18,192 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 | 1,516.00 |
| 58105400 | 940000 | 63126500 | 676100 | 05400 | 2,112 | 176.00 | 176.00 | 176.00 | 176.00 | 176.00 | 176.00 | 176.00 | 176.00 | 176.00 | 176.00 | 176.00 | 176.00 |
| 58853800 | 940000 | 63126500 | 676100 | 53800 | 51,192 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 | 4,266.00 |
| 63622800 | 940000 | 63126500 | 676100 | 22800 | 12,600 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 | 1,050.00 |
| TOTAL | | | | | 1,060,428 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 | 88,369.00 |

Benefit Fund
Healthcare

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 10110100 | 716000 | 67785200 | 676100 | 10100 | 124,410 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 | 10,367.50 |
| 10113100 | 716000 | 67785200 | 676100 | 13100 | 174,174 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 | 14,514.50 |
| 10113600 | 716000 | 67785200 | 676100 | 13600 | 385,671 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 | 32,139.25 |
| 10114800 | 716000 | 67785200 | 676100 | 14800 | 105,748 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 | 8,812.33 |
| 10114900 | 716000 | 67785200 | 676100 | 14900 | 68,425 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 | 5,702.08 |
| 10116800 | 716000 | 67785200 | 676100 | 16800 | 133,119 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 | 11,093.25 |
| 10117200 | 716000 | 67785200 | 676100 | 17200 | 24,882 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 |
| 10121200 | 716000 | 67785200 | 676100 | 21200 | 45,722 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 | 3,810.16 |
| 10121500 | 716000 | 67785200 | 676100 | 21500 | 42,175 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 | 3,514.58 |
| 10121599 | 716000 | 67785200 | 676100 | 21599 | 111,969 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 |
| 10125300 | 716000 | 67785200 | 676100 | 25300 | 111,969 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 | 9,330.75 |
| 10125700 | 716000 | 67785200 | 676100 | 25700 | 49,764 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 | 4,147.00 |
| 10126200 | 716000 | 67785200 | 676100 | 26200 | 18,662 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 | 1,555.16 |
| 10126700 | 716000 | 67785200 | 676100 | 26700 | 236,379 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 | 19,698.25 |
| 10126800 | 716000 | 67785200 | 676100 | 26800 | 85,946 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 | 7,162.16 |
| 10127000 | 716000 | 67785200 | 676100 | 27000 | 74,646 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 |
| 10127500 | 716000 | 67785200 | 676100 | 27500 | 262,505 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 | 21,875.41 |
| 10130100 | 716000 | 67785200 | 676100 | 30100 | 721,578 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 | 60,131.50 |
| 10130143 | 716000 | 67785200 | 676100 | 30143 | 24,882 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 |
| 10135100 | 716000 | 67785200 | 676100 | 35100 | 933,075 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 | 77,756.25 |
| 10142600 | 716000 | 67785200 | 676100 | 42600 | 12,441 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 |
| 10143000 | 716000 | 67785200 | 676100 | 43000 | 37,323 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 |
| 10144100 | 716000 | 67785200 | 676100 | 44100 | 12,441 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 |
| 10172100 | 716000 | 67785200 | 676100 | 72100 | 37,323 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 |
| 21065100 | 716000 | 67785200 | 676100 | 65100 | 1,033,734 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 | 86,144.50 |
| 21514100 | 716000 | 67785200 | 676100 | 14100 | 323,466 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 | 26,955.50 |
| 22160100 | 716000 | 67785200 | 676100 | 60100 | 373,230 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 | 31,102.50 |
| 23816800 | 716000 | 67785200 | 676100 | 16800 | 19,283 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 | 1,606.91 |
| 23826717 | 716000 | 67785200 | 676100 | 26717 | 24,882 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 |
| 23916800 | 716000 | 67785200 | 676100 | 16800 | 40,434 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 | 3,369.50 |
| 23926718 | 716000 | 67785200 | 676100 | 26718 | 12,441 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 | 1,036.75 |
| 23930106 | 716000 | 67785200 | 676100 | 30106 | 24,882 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 | 2,073.50 |
| 25626801 | 716000 | 67785200 | 676100 | 26801 | 12,442 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 | 1,036.83 |
| 26017200 | 716000 | 67785200 | 676100 | 17200 | 17,106 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 | 1,425.50 |
| 26132500 | 716000 | 67785200 | 676100 | 32500 | 472,758 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 | 39,396.50 |

Benefit Fund
Healthcare

| FROM | | TO | | | AMOUNT | | | | | | | | | | | | |
|----------|--------|----------|--------|---------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| ORG | OBJECT | ORG | OBJECT | PROJECT | BUDGET | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| 26821500 | 716000 | 67785200 | 676100 | 21500 | 1,368 | 114.00 | 114.00 | 114.00 | 114.00 | 114.00 | 114.00 | 114.00 | 114.00 | 114.00 | 114.00 | 114.00 | 114.00 |
| 29266200 | 716000 | 67785200 | 676100 | 66200 | 93,308 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 | 7,775.66 |
| 29568900 | 716000 | 67785200 | 676100 | 68200 | 74,646 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 | 6,220.50 |
| 54237100 | 716000 | 67785200 | 676100 | 37100 | 301,694 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 | 25,141.16 |
| 5780275 | 716000 | 67785200 | 676100 | 27500 | 11,197 | 933.08 | 933.08 | 933.08 | 933.08 | 933.08 | 933.08 | 933.08 | 933.08 | 933.08 | 933.08 | 933.08 | 933.08 |
| 58105400 | 716000 | 67785200 | 676100 | 05400 | 37,323 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 | 3,110.25 |
| 58853800 | 716000 | 67785200 | 676100 | 53800 | 379,449 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 | 31,620.75 |
| 63126500 | 716000 | 67785200 | 676100 | 26500 | 200,922 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 | 16,743.50 |
| 63622800 | 716000 | 67785200 | 676100 | 22800 | 193,457 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 | 16,121.41 |
| 66126300 | 716000 | 67785200 | 676100 | 26300 | 18,663 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 | 1,555.25 |
| TOTAL | | | | | 7,501,914 | 625,159.42 | 625,159.43 | 625,159.43 | 625,159.43 | 625,159.43 | 625,159.43 | 625,159.43 | 625,159.43 | 625,159.43 | 625,159.43 | 625,159.43 | 625,159.43 |

RESOLUTION

NO: 2018-12-213

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Setting Compensation for Livingston County Commissioners for Years 2019 and 2020

WHEREAS, County Commissioners have taken a wage freeze since 2009; and

WHEREAS, the Board of Commissioners has decided to continue to waive any increase for the years 2019 and 2020.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the following salary schedule for County Commissioners for the years 2019 and 2020:

2019 / 2020

| | |
|---------------------|----------|
| Board Chair | \$18,114 |
| Vice Chair | \$16,024 |
| Board Member | \$15,326 |

#

#

#

MOVED:

SECONDED:

CARRIED:

RESOLUTION

NO: 2018-12-214

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing the Signing of the 2019 Administrative Services Agreement, Schedules, and Exhibits for Renewal Term January 2019 to December 2019 with Blue Cross Blue Shield of Michigan

WHEREAS, Livingston County contracts with Blue Cross Blue Shield of Michigan to administer health and dental benefits to its employees and retirees; and

WHEREAS, Livingston County has received the 2019 Administrative Services Agreement and various Schedules and Exhibits to renew Livingston County's contract with Blue Cross Blue Shield of Michigan for Administrative Services.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Board Chair to sign the attached Administrative Services Agreement, Schedules, and Exhibits after review by legal counsel.

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#

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MOVED:
SECONDED:
CARRIED:



STOP-LOSS INSURANCE POLICY
between

BLUE CROSS BLUE SHIELD OF MICHIGAN
a Nonprofit Mutual Insurer

Herein called "the Company"
and

LIVINGSTON COUNTY

Herein called "the Policyholder"

The Exhibit attached hereto and made a part of this Policy shall establish the Policyholder's Group Name, Group Number, the Effective Date of Policy, and the Policy Period.

In consideration of the Exhibit attached hereto and in consideration of the payment made by the Policyholder of all premiums when due as hereinafter provided, the Company agrees to make the payments herein specified, subject to the provisions and conditions of this Policy.

All definitions of the administrative services agreement between the Policyholder and the Company (herein called the "Administrative Services Contract") shall apply equally to this Policy unless otherwise specified in this Policy or the Exhibit.

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE POLICYHOLDER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE POLICYHOLDER IS A NON-SUBSCRIBER, THE POLICYHOLDER LOSES THOSE BENEFITS THAT WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE POLICYHOLDER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

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SECTION I DEFINITIONS

Additional definitions applicable to this Policy are contained in the Administrative Services Contract.

“Additional Administrative Compensation” or “AAC” has the meaning as defined in the applicable Administrative Services Contract.

“Aggregating Specific Deductible” means a deductible, in addition to the specific Attachment Point, that must be satisfied during the Policy Period before Amounts Billed are reimbursable under this Policy.

“Amounts Billed” means paid Claims in addition to the combined amount of BlueCard Fees and AAC, if any. AAC and/or BlueCard Fees shall only be included as “Amounts Billed” where such AAC or fees are paid in association with the types of Claims specified on the Exhibit and in settlement of Claims for any benefits under the Plan, and are:

- (a) In the case of new coverage: (i) incurred and paid during the Policy Period or (ii) incurred during the Stop-Loss Coverage Period and paid during the Policy Period, as specified on the Exhibit.
- (b) In the case of a renewal of existing coverage, incurred on or after the original Effective Date of Policy and paid during the most current Policy Period, as specified on the Exhibit.
- (c) Paid during the Run-Out Period, where applicable, in accordance with the provisions of this Policy.

Claims, AAC, and BlueCard Fees are considered "incurred" on the date the associated service or supply is furnished; Claims, AAC, and BlueCard Fees are considered "paid" on the date they are processed.

“Amounts Billed” shall not include:

- (a) AAC or BlueCard Fees associated with claims incurred prior to the original Effective Date of Policy, except as specified on the Exhibit;
- (b) AAC or BlueCard Fees associated with claims incurred after the termination date of this Policy;
- (c) Extra-contractual damages of any nature, compensatory damages, punitive damages, or any similar damages however assessed (including as a result of settlement), or any payments made as an exception to the Plan; or

"Attachment Point" means the dollar amount above which Stop-Loss Insurance will apply as indicated in Items A.3. and/or B.3. of the most current Exhibit to this Policy provided, however, that the Attachment Point for Aggregate Stop-Loss Insurance shall never be less than the minimum specified in Item A.3. of the most current Exhibit. The Attachment Point may be revised by the Company on any date the Company determines that there has been a change in Coverages or the number of Coverage Units has changed by an amount equal to 10% or more of total enrollment from the number shown in Items A.6. or B.7. of the Exhibit.

"BCBS Plan" means a company that has been licensed by the Blue Cross and Blue Shield Association ("BCBSA").

"BlueCard Fees" means the fees assessed under the national program established by BCBSA under which BCBS Plan Enrollee claims are processed by BCBS Plans when an Enrollee receives health care services outside of the area served by their BCBS Plan.

"Claim" means "Claim" as that term is defined in the Administrative Services Contract.

"Coverage Unit" means an Employee plus such person's eligible enrolled dependents. Those dependents are not counted separately but are included within the Employee's "Coverage Unit."

"Enrollee" means "Enrollee," as that term is defined in the Administrative Services Contract unless the Administrative Services Contract provides coverage for inmates of a penal institution, in which case "Enrollee" means "Inmate," as defined in such Administrative Services Contract.

"Effective Date of Policy" means the date specified on the Exhibit.

"Employee" means "Employee," as that term is defined in the Administrative Services Contract unless the Administrative Services Contract provides coverage for inmates of a penal institution or participants in a Trust Fund, in which case "Employee" means "Inmate" or "Participants," as defined in the relevant Administrative Services Contract.

"Exhibit" means the attached EXHIBIT TO THE STOP-LOSS COVERAGE POLICY or any subsequent replacement Exhibit supplied by the Company specifying the particulars of this Policy. The specifications or items of the Exhibit shall be applicable for the Policy Period indicated on the Exhibit, except that any item of the Exhibit may be changed in accordance with the provisions described in this Policy.

"Final Policy Period" means the period of time beginning on the first day of the Policy Period specified on the most current Exhibit and ending on the date the Policy is terminated.

"Month" means each succeeding calendar Month period beginning on the first day of the Policy Period.

"Plan" shall mean the self-funded Group Health Plan of the Policyholder.

"Policy" as used herein means this Stop-Loss Coverage Policy.

"Policy Period" means the period of time beginning and ending on the dates shown on the most current Exhibit.

"Proof of Loss" means evidence of the Plan's payment or liabilities of Amounts Billed by or on behalf of an Enrollee during the Policy Period.

"Run-In Period" means the period immediately prior to the initial Policy Period, if any, as specified in Items A.1 or B.1 of the Exhibit.

"Run-Out Amounts Billed" means those Amounts Billed that are incurred on or after the Effective Date of Policy but prior to termination and that are paid during the Run-Out Period.

"Run-Out Period" means the twenty-four-Month period immediately following the termination of this Policy.

"Stop-Loss Claims" means the Amounts Billed for which the Company assumes responsibility and risk.

- (d) If the Amounts Billed that have accumulated during the Policy Period for any Coverage Unit exceed the amount indicated in Item B.3. of the most current Exhibit to this Policy, such excess, up to the maximum amounts indicated, if any, shall be referred to in this Policy as **Specific (Individual) Stop-Loss Claims** and the coverage provided hereunder for such claims as **Specific Stop-Loss Insurance**. A monthly review will occur to determine if such excess exists.
- (e) Specific Stop-Loss Insurance does not extend beyond the termination date of this Policy unless coverage for Run-Out Stop-Loss Insurance is elected at least twelve months prior to termination of the ASC.
- (f) If, during the Run-Out Period, Run-Out Amounts Billed exceed the Attachment Point indicated in Item B.3. of the most current Exhibit to this Policy, such excess, if any, shall be referred to in this Policy as **Run-Out Stop-Loss Claims** and the coverage provided hereunder for such claims as **Run-Out Stop-Loss Insurance**.
- (g) If, during the current Policy Period, aggregate Amounts Billed less Specific (Individual) Stop-Loss Claims, if any, exceed the Attachment Point indicated in Item A.3. of the most current Exhibit to this Policy, such excess, if any, shall be referred to in this Policy as **Aggregate Stop-Loss Claims** and the coverage provided hereunder for such claims as **Aggregate Stop-Loss Insurance**.
- (h) Stop-Loss Claims may also include claims paid by the Policyholder's prior claim administrator as specified on the Exhibit.

"Stop-Loss Coverage Period" means the period specified in Items A.1. and/or B.1. of the most current Exhibit.

"Stop-Loss Premium" means the Monthly or annual premium, calculated in accordance with the formulas indicated in Items A.5. and/or B.6. of the most current Exhibit, that is required by the Company for the risk assumed for the Stop-Loss Insurance indicated in Item A.1. and/or B.1. of the most current Exhibit. The Policyholder shall pay to the Company the Stop-Loss Premium on the first date after it receives the Stop-Loss Premium invoice that Amounts Billed must be paid under the Administrative Services Contract. If the Policyholder's payment is more than one business day late, the Policyholder shall pay a late fee in the amount as described in this Policy.

The Stop-Loss Premium shall be subject to change by the Company (and the Aggregate Stop-Loss Attachment Point revised retroactive to the first month of the Contract Year) as follows:

- (i) At the end of the Policy Period shown in the most current Exhibit, provided that thirty (30) days prior written notice is given by the Company;
- (j) On the implementation date of any changes or benefit variances in the Policyholder's Plan, its administration, or the level of benefit valuation which would increase the Company's risk;
- (k) On any date changes imposed by governmental entities increase expenses incurred by the Company provided that such increases shall be limited to an amount sufficient to recover such increase in expenses; or
- (l) On any date the Company determines that there has been a change in Coverages or the number of Coverage Units has changed by an amount equal to 10% or more of total enrollment from the number shown in Items A.6. or B.7. of the Exhibit.

SECTION II

POLICY PROVISIONS

INDEMNIFICATION OF RISK. The Company hereby agrees to indemnify the Policyholder as specified in the section of this Policy entitled SETTLEMENTS against the Amounts Billed pursuant to the Plan during the Policy Period which are in excess of the Attachment Point specified in Items A.3. and/or B.3. of the most current Exhibit. If the Policyholder selects an Aggregating Specific Deductible as part of its Policy, in addition to the Attachment Point specified in Item A.3, a deductible in the amount shown in Amounts Billed must be met before any indemnification is made by the Company. This additional deductible amount may be met on behalf of one or more Enrollees and must be an accumulation of Amounts Billed in excess of those applied to the specific Attachment Point within the Policy Period. The Company shall not be liable for, nor shall the indemnification be extended to, any claim or liability for extra-contractual, compensatory, or punitive damages, including interest, statutory penalties and attorney fees. Unless otherwise specified in the Exhibit, the Company shall not be liable for the cost of administration of a Plan, including any costs related to investigation, payment or other services provided by a third-party administrator or any other party.

ENTIRETY. This Policy, the most current Exhibit, and any attachments shall constitute the entire Policy between the parties for the purposes of this Policy and shall supersede any and all prior or contemporaneous Policies or understandings, either oral or in writing, between the parties with respect to the subject matter herein. This Policy shall not create any right or legal obligation between the Company and any Enrollee under the Plan.

MODIFICATION. Except for the Exhibit to this Policy, which may be changed at any time in accordance with the provisions of this Policy by notifying the Policyholder in writing of such change, no modification, amendment, change, or waiver of any provision of this Policy shall be valid unless agreed to by an officer of Company and an authorized representative of the Policyholder.

SECTION III

PREMIUM PROVISIONS

PREMIUM PAYMENT. The premium amounts to be paid to the Company as consideration for the insurance provided hereunder shall be specified on the Exhibit and the method of payment shall be set forth in the Administrative Services Contract.

REMITTANCE. The Company shall bill the Policyholder for the Stop-Loss Premium amount due and the Policyholder shall remit payment as set forth in the Administrative Services Contract. A remittance will be considered received when actually delivered into the possession or control of the Company.

LATE FEE. A late fee shall be assessed for the late remittance of any amount(s) due and payable to the Company by the Policyholder. This charge shall be an amount equal to the lesser of:

- (a) 2.0% of any outstanding amount due; or
- (b) The maximum rate permitted by state law.

NOTICE, SUBROGATION, AND PROOF OF LOSS. The Company shall reimburse the Policyholder as specified in the section of this Policy entitled SETTLEMENTS. Payment to the Policyholder in settlement of claims hereunder shall not be construed as a waiver of, or prohibition against, the Company's right to adjudicate or make further adjustments to such settlements. The subrogation provisions of the Administrative Services Contract are hereby incorporated by reference except to the extent they conflict with a specific provision of this Policy.

No action at law or in equity shall be brought to recover on this Policy more than three (3) years from expiration of this Policy.

If any time limitation of this section of the Policy is less than that permitted by the state of Michigan at the time this Policy is issued, such limitation is hereby extended to agree with the minimum permitted by such law.

The books and records of the Policyholder which pertain to the Plan, including any Proof of Loss required by the Plan, shall be open to the Company and its representatives at all times during the usual business hours for inspection.

SECTION IV SETTLEMENTS

SPECIFIC (INDIVIDUAL) STOP-LOSS SETTLEMENT. The invoices or payment schedules provided under the Administrative Services Contract shall include the premium due under this Policy as well as any credits to the Policyholder for Specific (Individual) Stop-Loss Claims existing at that time. To the extent that a true-up is needed to reflect corrections or adjustments based on the actual number of Employees covered at any one time during Policy Period or for other reasons, including but not limited to recovery of claims, the Company will provide, within 120 days after the end of each Policy Period during which this Policy is in effect, an annual settlement. Any deficit or surplus resulting from this settlement will be reflected in a subsequent bill. The Company reserves the right to deduct any amount(s) owed the Company by the Policyholder from any payment due the Policyholder as a result of the claim settlement.

If this Policy is terminated prior to the expiration of the Policy Period, claim settlements for Specific (Individual) Stop-Loss Claims will be made, as specified herein, for only those full Months of the Policy Period immediately preceding Policy termination. Specific Stop-Loss Insurance shall not extend beyond the termination date of this Policy.

AGGREGATE STOP-LOSS SETTLEMENT. For any Aggregate Stop-Loss Claims, the claim settlement shall be provided to the Policyholder by the Company within 120 days after the end of each Policy Period during which this Policy is in effect. The Company reserves the right to deduct any amount(s) owed the Company by the Policyholder from any payment due the Policyholder as a result of the claim settlement. Aggregate Stop-Loss Insurance shall not exceed the maximum indicated in Item A.3. of the most current Exhibit to this Policy in any Policy Period or any Final Policy Period.

If the settlement reflects that Claims for the Policy Period are less than 90% of expected Claims for the Policy Period, no Aggregate Stop-Loss benefit shall be payable to the Policyholder. If the settlement reflects that Claims for the Policy Period are equal to or greater than 90% of expected Claims for the Policy Period and exceed the Attachment Point for Aggregate Stop-Loss Insurance for that Policy Period, then Aggregate Stop-Loss Claims, to the extent funded by the Policyholder, minus any Specific (Individual) Stop-Loss Claims, shall be the responsibility of the Company. If the Attachment Point exceeds the Claims, then no Aggregate Stop-Loss benefit shall be payable to the Policyholder.

RUN-OUT PERIOD SETTLEMENT. If Run-Out Stop-Loss Insurance is selected by the Policyholder (only available for Specific Stop-Loss Insurance and only if selected at least twelve months prior to termination of the Administrative Services Contract), credits shall be provided to the Policyholder for Run-Out Stop-Loss Claims under this Policy as part of the run-out process under

the Administrative Services Contract. Within 120 days following the Run-Out Period, the Company shall prepare a settlement statement that will include a final reconciliation of all Run-Out Stop-Loss Claims.

SECTION V

GENERAL PROVISIONS

LIMITATION OF LIABILITY. Liability for any errors or omissions by the Company (or its officers, directors, employees, agents, or independent contractors) in the administration of this Policy, or in the performance of any duty or responsibility contemplated by this Policy, shall be limited to the maximum benefits which should have been paid under the Policy had the errors or omissions not occurred (including the Company's share of any arbitration expenses incurred under the Policy), unless any such errors or omissions are adjudged to be the result of intentional misconduct, gross negligence, or intentional breach of a duty by the Company.

TERM AND TERMINATION. This Policy shall continue in full force and effect from year to year unless terminated as provided herein.

This Policy may be terminated as follows:

- (a) By either party at the end of any Policy Period following thirty (30) days prior written notice to the other.
- (b) By both parties on any date mutually agreed to in writing.
- (c) Notwithstanding any other provision of this Policy, if Policyholder fails to timely pay any amounts owed, the Company may, after five days' notice in writing, terminate the Policy.

This Policy will terminate automatically:

- (d) On the date the most current Exhibit terminates as specified in the Exhibit, unless a replacement Exhibit for the period immediately following is executed by the Company and the Policyholder;
- (e) On the date the Plan terminates; or
- (f) On the date the Administrative Services Contract terminates.

In the event of termination of this Policy for any reason prior to the expiration of a Policy Period, no Aggregate Stop-Loss Insurance will exist for the Final Policy Period or Run-Out Period. The Policyholder will be required to fund all claims during the Final Policy Period and Run-Out Period. The Company shall have no obligation to determine a Claim settlement for the period during which coverage was not in effect nor shall the Company refund any portion of the premium(s) to the Policyholder.

ADVISORS. Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter into this Policy. Neither party has executed this Policy in reliance on any representations, warranties, nor statements made by the other party hereto other than those expressly set forth herein.

ASSIGNMENT. No part of this Policy, or any rights, duties, or obligations described herein, shall be assigned or delegated without the prior express written consent of both parties. Any such attempted assignment shall be null and void. The Company's standing contractual arrangements for the acquisition and use of facilities, services, supplies, equipment, and personnel from other parties shall not constitute an assignment under this Policy.

GOVERNING LAW. This Policy shall be governed by, and shall be construed in accordance with, the laws of the State of Michigan without regard to any state choice-of-law statutes, and any applicable federal law.

INSOLVENCY. The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in this Policy. In particular, the insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Enrollees under a Plan.

LIABILITY. The Company will have neither the right nor the obligation under this Policy (though such right or obligation may exist under the separate Administrative Services Contract) to directly pay any Enrollee or provider of professional or medical services. The Company's sole liability is to the Policyholder, subject to the terms and conditions of this Policy. Nothing in this Policy shall be construed to permit an Enrollee to have a direct right of action against the Company. The Company will not be considered a party to the Plan or to any supplement or amendment to it by reason of this Policy.

NO WAIVER. The failure of either the Policyholder or the Company to insist upon strict performance of any of the terms of this Policy shall not be construed as a waiver of its respective rights or remedies with respect to any subsequent breach or default in any of the terms of this Policy.

NOTICES: Unless otherwise provided in this Policy, any notice required shall be given in writing and sent to the other party either by hand-delivery, electronic message to a designated representative of the other party, or postage-pre-paid US first class mail at the following address or such other address as a party may designate from time to time:

If to Policyholder: To the Policyholder's address for ASC purposes.

If to the Company: Blue Cross Blue Shield of Michigan
600 Lafayette East, Mail Code B612
Detroit, Michigan 48226-2998

OFFSET. Any payment or overpayment made to the Policyholder due to an error or mistake must be promptly refunded to the Company upon notice to the Policyholder of such error or mistake. The Company may offset any refund owed to the Policyholder for such payment or overpayment or any premium owed to the Company against any reimbursement due to the Policyholder.

SERVICE MARK LICENSEE STATUS. The Company is an independent licensee of BCBSA and is licensed to use the “Blue Cross” and “Blue Shield” names and service marks in Michigan. The Company is not an agent of BCBSA and, by entering into this Policy, Policyholder agrees that it did so based solely on its relationship with the Company or its agents. Policyholder agrees that BCBSA is not a party to this Policy, has no obligations under this Policy, and that no BCBSA obligations are created or implied under this Policy.

SEVERABILITY. In case any one or more of the provisions contained in this Policy shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Policy, but this Policy shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

TAXES. Any taxes imposed, increased, or adjudged due by any lawful authority on or after the Effective Date of Policy, that directly pertain to this Policy, whether relating to fees, services, benefits, payments, or any other aspect of this Policy or the Plan and that the Company is required to pay or remit shall be reimbursed by the Policyholder as invoiced by the Company.

Blue Cross Blue Shield of Michigan

SCHEDULE A – Renewal Term (Effective 01/01/2019 thru 12/31/2019)

Administrative Services Contract (ASC)

1. **Group Name** LIVINGSTON COUNTY
2. **CID** 106931
3. **ASC Funding Arrangement** Weekly Invoice

4. Line(s) of Business and Products

| Line of Business | Applicable |
|--------------------|------------|
| Facility | X |
| Facility Foreign | |
| Facility Domestic | |
| Professional | X |
| Prescription Drugs | X |
| Dental | X |
| Vision | |
| Hearing | |

| Products | Applicable |
|----------|------------|
| Flexlink | |
| CDH | X |

5. Administrative Fees

The below administrative fees cover the Lines of Business and Products checked in Section 4 above, unless otherwise indicated.

A. Fixed Administrative Fees

| Fixed Administrative Fee | Administration Fee Per Contract Per Month | Estimated Monthly Contracts | Estimated Monthly Administration Fee | Effective Start Date | Effective End Date |
|----------------------------|---|-----------------------------|--------------------------------------|----------------------|--------------------|
| A. Base Administrative Fee | \$75.89 | 557 | \$42,270.73 | 01/01/2019 | 12/31/2019 |

B. Variable Administrative Fees - Not Applicable

6. GlidePath - Not Applicable

7. Hospital Advance

| Category | Amount |
|------------------|--------------|
| Hospital Advance | \$273,324.79 |

8. Advanced Deposit Monthly Cap Amount - Not Applicable

9. BCBSM Account

| | | |
|--------------|----------|---------------------------|
| 1840-09397-3 | Comerica | 0720-00096 |
| Wire Number | Bank | American Bank Association |

10. Late Payment Charges/Interest

| | |
|---|-----|
| A. Late Payment Charge | 2% |
| B. Yearly Statutory Interest Charge (Simple Interest) | 12% |
| C. Provider Contractual Interest | 12% |

11. Buy-Ups

| Category | Program | Pricing Method | Unit Price | Unit Volume | Amount | Effective Start Date | Effective End Date |
|-----------------------|-------------------------------------|-----------------|------------|-------------|------------|----------------------|--------------------|
| Wellness - A La Carte | Blue Cross Health & Wellness Access | PCPM | \$3.73 | 557 | \$2,077.61 | 01/01/2019 | 12/31/2019 |
| Wellness - A La Carte | Physician Health Screening | PCPM | \$2.49 | 557 | \$1,386.00 | 01/01/2019 | 12/31/2019 |
| Wellness - A La Carte | Tobacco Cessation Coaching | Engaged Members | \$525.00 | 0 | \$0.00 | 01/01/2019 | 12/31/2019 |
| Product | Online Visits | PCPM | \$0.20 | 557 | \$111.40 | 01/01/2019 | 12/31/2019 |
| CDH | HSA | PCPM | \$2.95 | 16 | \$47.20 | 01/01/2019 | 12/31/2019 |

12. Shared Savings Programs

A. Payment Integrity

Shared Savings: BCBSM has implemented a program to enhance the savings realized by its customers through additional pre-payment and post-payment recovery efforts. As stated below, BCBSM will retain as administrative compensation a percent of the recoveries or cost avoidance as identified below:

Shared Savings Component

| | | |
|----|--|-----|
| A. | Pre-Payment Forensic Billing Review: Cost avoidance of improper hospital billing identified by third party vendor(s) through forensic pre-payment billing review. | 30% |
| B. | Advanced Payment Analytics: Recoveries of claims overpayments identified by third party vendor(s) using proprietary data mining analytics and enhanced reviews. | 30% |
| C. | Subrogation: Recoveries of claims overpayments from subrogation. | 30% |
| D. | Provider Credit Balance Recovery: Recoveries of claims overpayments obtained by third party vendor(s) through enhanced review of hospital patient accounting systems. | 30% |

Administrative compensation retained by BCBSM through the Shared Savings Program will be itemized on Group's invoices, with detail available to the Group in a report entitled Shared Savings Value Report. Group will be notified of the Effective Date of each component of the Shared Savings Program at least 30 days in advance ("Notice"). The Shared Savings Program is Effective as of the later of the Renewal Date or the date stated in the Notice received by Group disclosing the Effective Date of each component of Shared Savings Program.

B. Shared Pharmacy Rebate

| Prescription Drug Benefit Rebate Administration Fees | Effective Start Date | Effective End Date |
|--|----------------------|--------------------|
| Prescription Drug Benefit Rebate Administration Fees: Prescription Drug Benefit Rebate Administration Fees: The rebate administration fee and claims processing fee charged and retained by the Rebate Administrator is (i) 3% of gross rebates for BCBSM clinical formulary, custom formulary, and custom select formulary drug Claims, including specialty drug Claims and (ii) 8.2% of gross rebates for Part D formulary drug Claims, including Part D specialty drug Claims (“Rebate Administrator Fee”). Additionally, BCBSM will retain a Rebate Service Fee equal to 10 percent of pharmacy rebates on Claims incurred in the renewal term net of the above Rebate Administrator Fee. The amount of rebates retained by BCBSM as administrative compensation will be identified as a BCBSM Rebate Service Fee and reported to Group. | 01/01/2019 | 12/31/2019 |

C. Traditional Prescription Drug Pricing and Administrative Compensation

| Traditional Prescription Drug Pricing and Administrative Compensation | Effective Start Dates | Effective End Dates |
|--|-----------------------|---------------------|
| <p>Traditional Prescription Drug Pricing and Administrative Retention: BCBSM has negotiated pricing for prescription drugs with its pharmacy benefit manager (“PBM”). Group acknowledges and agrees the amount BCBSM pays its PBM for a prescription drug may be more or less than the amount Group pays BCBSM for such drug, and BCBSM may retain the difference as administrative compensation as specified below when the amount is less. Pursuant to the amendment provision in the Contract, the definition of “Claim” is amended to include the retention described herein from prescription drug Claims.</p> <p>In addition to other administrative compensation set forth in this Schedule A and/or Group’s Contract, BCBSM shall retain the following administrative compensation (“Traditional Rx Drug Pricing Admin Fee”):</p> <p>a. Up to one percent (1%) of the aggregated average wholesale price (“AWP”) discount BCBSM receives from its PBM for drugs classified by BCBSM as retail (excluding mail order) brand drugs; and</p> <p>b. Up to four percent (4%) of the aggregated AWP discount BCBSM receives from its PBM for drugs classified by BCBSM as retail or mail order generic drugs.</p> <p>The actual Traditional Rx Drug Pricing Admin Fee paid by Group to BCBSM shall depend on Group’s aggregated AWP discount referenced above, which is based on Group’s prescription drug utilization, drug mix, pharmacy choice, and a pharmacy’s usual and customary charges. BCBSM will credit Group with any amount that was collected during the Contract Year that exceeds the amounts specified in (a) and (b) above. The amount of Traditional Rx Drug Pricing Admin Fee retained by BCBSM will be reported to Group as administrative compensation.</p> <p>Enrollee cost-share, such as co-insurance and deductibles, will be calculated based on the discounted price BCBSM receives from its PBM for a prescription drug Claim, plus any administrative compensation retained by BCBSM. Group agrees to timely incorporate the above language on Enrollee cost-share into any Plan Documents maintained by Group regarding pharmacy benefits provided through BCBSM.</p> | 01/01/2019 | 12/31/2019 |

13. Medical Benefit Drug Rebates

The rebate administration fee charged and retained by Rebate Administrator is up to 5.5% of gross rebates for medical benefit drug Claims. Additionally, BCBSM will retain a Rebate Service Fee equal to 10% of medical benefit drug rebates on Claims incurred in the renewal term net of the above Rebate Administrator Fee. The amount of rebates retained by BCBSM as administrative compensation will be identified as a BCBSM Rebate Service Fee and reported to Group.

14. Enrollee Changes Disclaimer

If there is more than a percent 10% change in the number of Enrollees from the number stated above during any month of the Contract Year or a change in Coverages, BCBSM may immediately revise any affected pricing terms in this Schedule A to reflect such changes in Enrollment and/or Coverages. Any revisions will be effective beginning with the next invoice following thirty (30) day notification by BCBSM to the Group. The revised Schedule A will be treated as executed by Group and effective as of the date it is received by Group.

15. Third Party Stop Loss Fee

If Group obtains stop-loss coverage from a third-party stop-loss vendor, BCBSM will charge an additional fee of \$8.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage Group's benefits.

16. Third Party Pharmacy Vendor Fee

If Group's prescription drug benefits are administered by a third-party vendor, BCBSM will charge Group an administrative fee of \$5.00 per contract per month due to the additional costs and resources necessary for BCBSM to effectively manage and administer the medical benefit without administering the prescription drug benefit.

17. Agent Fees

This Schedule A does not include any fees payable by Group to an Agent. If Group has an Agent Fee Processing Agreement on file with BCBSM, please refer to that agreement for fees and details.

18. Consumer-Directed Health Disclaimer

If you have a Consumer-Directed Health (CDH) spending account, you may be billed a separate fee for the applicable contracts.

19. Diabetes Management and Prevention Programs

If Group purchases a Diabetes Management and/or Diabetes Prevention Buy-Up program, Group and BCBSM will execute a separate terms and conditions document for such program(s).

20. Medicare Contracts

If your group contains Medicare contracts and they are being separated from the current funding arrangement, all figures within the current funding arrangement will be adjusted.

21. Compensation Agreement with Providers

The Group acknowledges that BCBSM or a Host Blue may have compensation arrangements with providers in which the provider is subject to performance or risk-based compensation, including but not limited to withholds, bonuses, incentive payments, provider credits and member management fees. Often the compensation amount is determined after the medical service has been performed and after the Group has been invoiced. The Claims billed to Group include both service-based and value-based reimbursement to health care providers. Group acknowledges that BCBSM's negotiated reimbursement rates include all reimbursement obligations to providers including provider obligations and entitlements under BCBSM Quality Programs. Service-based reimbursement means the portion of the negotiated rate attributed to a health care service. Value-based reimbursement is the portion of the negotiated reimbursement rate attributable to BCBSM Quality Programs, as described in Exhibit 1 to Schedule A. BCBSM negotiates provider reimbursement rates and settles provider obligations on its own behalf, not Group. Group receives the benefit of BCBSM provider rates, but it has no entitlement to a particular rate or to unbundle the service-based or value-based components of Claims. See Exhibit 1 to Schedule A and Schedule B to ASC for additional information.

22. Out of State Claims

Amounts billed for out-of-state claims may include BlueCard access fees and any value-based provider reimbursement negotiated by a Host Blue with out-of-state providers. See Schedule B to ASC and Schedule 1 for additional information.

Schedule B BlueCard Disclosures Inter-Plan Arrangements

Out-of-Area Services

Overview

BCBSM has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Arrangements.” These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association (“Association”). Whenever Enrollees access healthcare services outside the geographic area BCBSM serves, the Claim for those services may be processed through one of these Inter-Plan Programs and presented to BCBSM for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCBSM serves, Enrollees obtain care from Providers that have a contractual agreement (“Participating Providers”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, Enrollees may obtain care from Providers in the Host Blue geographical area that do not have a contractual agreement (“Nonparticipating Providers”) with the Host Blue. BCBSM remains responsible for fulfilling its contractual obligations to you. BCBSM’s payment practices in both instances are described below.

This disclosure describes how Claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits, except when paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCBSM to provide the specific service or services, are not processed through Inter-Plan Arrangements.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Enrollees access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its Participating Providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim – In General

a. Enrollee Liability Calculation

The calculation of the Enrollee liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the lower of the Participating Provider’s billed covered charges or the negotiated price made available to BCBSM by the Host Blue.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue’s local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider’s billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider’s billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

b. Group Liability Calculation

The calculation of Group liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue under contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

2. Claims Pricing

The Host Blue determines a negotiated price, which is reflected in the terms of each Host Blue's healthcare Provider contracts. The negotiated price made available to BCBSM by the Host Blue may be represented by one of the following:

- (i) an actual price. An actual price is a negotiated payment in effect at the time a Claim is processed without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated payment in effect at the time a Claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other Claim- and non-Claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a Claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or
- (iii) an average price. An average price is a percentage of billed charges for covered services in effect at the time a Claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare Providers or a similar classification of its Providers and other Claim- and non-Claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or an average price in its respective Provider agreements. The use of estimated or average pricing may result in a difference (positive or negative) between the price Group pays on a specific Claim and the actual amount the Host Blue pays to the Provider. However, the BlueCard Program requires that the amount paid by the Enrollee and Group is a final price; no future price adjustment will result in increases or decreases to the pricing of past Claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future Claim prices. As a result, the amounts charged to Group will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Group. If Group terminates, Group will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated/drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

3. BlueCard Program Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which BCBSM is obligated under the BlueCard Program to pay to the Host Blue, to the Blue Cross and Blue Shield Association (BCBSA), and/or to vendors of BlueCard Program related services. The specific Blue Card

Program fees and compensation that are charged to Group and which Group is responsible related to the foregoing are set forth in Exhibit 1 to this Schedule B. BlueCard Program Fees and compensation may be revised annually from time to time as described in H below.

B. Negotiated Arrangements

With respect to one or more Host Blue, instead of using the BlueCard Program, BCBSM may process your Enrollee claims for covered healthcare services through Negotiated Arrangements.

In addition, if BCBSM and Group have agreed that (a) Host Blue(s) shall make available (a) custom healthcare Provider network(s) in connection with this Agreement, then the terms and conditions set forth in BCBSM's Negotiated Arrangement(s) for National Accounts with such Host Blue(s) shall apply. These include the provisions governing the processing and payment of Claims when Enrollees access such network(s). In negotiating such arrangement(s), BCBSM is not acting on behalf of or as an agent for Group, the Group's health care plan or Group Enrollees.

1. Enrollee Liability Calculation

Enrollee liability calculation for covered healthcare services will be based on the lower of either billed covered charges for covered services or negotiated price that the Host Blue makes available to BCBSM that allows Group's Enrollees access to negotiated participation agreement networks of specified Participating Providers outside of BCBSM's service area.

Under certain circumstances, if BCBSM pays the Healthcare Provider amounts that are the responsibility of the Enrollee, BCBSM may collect such amounts from the Enrollee.

In situations where participating agreements allow for bulk settlement reconciliations for Episode-Based Payment/Bundled Payments, BCBSM may include a factor for such settlement or reconciliations as part of the fees BCBSM charges to Group.

Where Group agrees to use reference-based benefits, which are service-specific benefit dollar limits for specific procedures, based on a Host Blue's local market rates, Enrollees will be responsible for the amount that the healthcare Provider bills for a specified procedure above the reference benefit limit for that procedure. For a Participating Provider, that amount will be the difference between the negotiated price and the reference benefit limit. For a Nonparticipating Provider, that amount will be the difference between the Nonparticipating Provider's billed charge and the reference benefit limit. Where a reference benefit limit exceeds either a negotiated price or a Provider's billed charge, the Enrollee will incur no liability, other than any applicable Enrollee cost sharing.

2. Group Liability Calculation

The calculation of Group liability on Claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to BCBSM by the Host Blue under the contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its Participating Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Group may be liable for the excess amount even when the Enrollee's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

3. Claims Pricing

Same as in the BlueCard Program above.

4. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. Fees and

compensation under applicable Inter-Plan Arrangement may be revised annually as described in section H below. In addition, the participation agreement with the Host Blue may provide that BCBSM must pay an administrative and/or a network access fee to the Host Blue, and Group further agrees to reimburse BCBSM for any such applicable administrative and/or network access fees. The specific fees and compensation that are charged to Group under the Negotiated Arrangements are set forth in Exhibit 1 to this Schedule B.

C. Special Cases: Value-Based Programs

Value-Based Programs Overview

Group Enrollees may access covered healthcare services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Value-Based Programs Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways, including but not limited to retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts.

The Host Blue may pass these Provider payments to BCBSM, which BCBSM will pass directly on to Group as either an amount included in the price of the Claim or an amount charged separately in addition to the Claim.

When such amounts are included in the price of the Claim, the Claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the Claim. These charges are passed to Group via an enhanced Provider fee schedule.
- (ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives / Shared Savings settlements is a supplemental amount that is included in the Claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the Claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the Claim, they may be billed as a Per Attributed Member Per Month (PaMPM) amount for Value-Based Programs incentives/Shared Savings settlements to Group outside of the Claim system. BCBSM will pass these Host Blue charges directly through to Group as a separately identified amount on the Group's invoices.

The amounts used to calculate either the supplemental factors for estimated pricing or PaMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard Claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, the Host Blue will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.

- Address any deficit in funds in the variance account through an adjustment to the PaMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PaMPM price methods, described above, are calculated. If Group terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of the administrative services contract.

Variance account balances are small amounts relative to the overall paid Claims amounts and will be liquidated/drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of Claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. The Host Blue may retain interest earned on funds held in variance accounts.

Note: Enrollees will not bear any portion of the cost of Value-Based Programs except when the Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

Care Coordinator Fees

The Host Blue may also bill BCBSM for Care Coordinator Fees for Covered Services which BCBSM will pass on to Group as follows:

1. PaMPM billings; or
2. Individual Claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this agreement/contract, BCBSM and Group will not impose Enrollee cost sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If BCBSM has entered into a Negotiated National Account Arrangement with a Host Blue to provide Value-Based Programs to Enrollees, BCBSM will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

D. Return of Overpayments

Recoveries of overpayments/from a Host Blue or its Participating Providers and Nonparticipating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits/healthcare Provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied/Recovery amounts determined in the ways noted above will be applied so that so that corrections will be made, in general, on either a Claim-by-Claim or prospective basis. If recovery amounts are passed on a Claim-by-Claim basis from the Host Blue to BCBSM they will be credited to Group account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments/recovery amounts. The fees of such a third party may charge to Group as a percentage of the recovery.

Unless the Host Blue agrees to a longer period of time for retroactive cancellations of membership, the Host Blue will provide BCBSM the full refunds from Participating Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original Claim. For Care Coordinator Fees associated with Value-Based Programs, BCBSM will request such refunds for a period of up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of Claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare Provider contracts (b) would result from Shared Savings and/or Provider Incentive arrangements or (c) would jeopardize the Host Blue's

relationship with its Participating Providers, notwithstanding to the contrary any other provision of this agreement/contract.

E. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances, federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCBSM will provide prior written notice of any such surcharge, tax or other fee to Group, which will be Group liability.

F. Nonparticipating Healthcare Providers Outside BCBSM's Service Area

1. Enrollee Liability Calculation

a. In General

When covered healthcare services are provided outside of BCBSM's service area by Nonparticipating Providers, the amount an Enrollee pays for such services will generally be based on either the Host Blue's Nonparticipating Provider local payment or the pricing arrangements required by applicable state law. In these situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, BCBSM may pay Claims from Nonparticipating Providers outside of BCBSM's service area based on the Provider's billed charge, such as in situations where an Enrollee did not have reasonable access to a Participating Provider, as determined by BCBSM in BCBSM's sole and absolute discretion or by applicable state law. In other exception cases, BCBSM may pay such Claims based on the payment BCBSM would make if BCBSM were paying a Nonparticipating Provider inside of its service area where the Host Blue's corresponding payment would be more than BCBSM's in-service area Nonparticipating Provider payment. BCBSM may choose to negotiate a payment with such a Provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Enrollee may be responsible for the difference between the amount that the Nonparticipating Provider bills and the payment BCBSM will make for the covered services as set forth in this paragraph.

2. Fees and Compensation

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Blue Cross and Blue Shield Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group and that Group will be responsible for in connection with the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in H below.

G. Blue Cross Blue Shield Global Core (Formerly known as BlueCard Worldwide® Program)

1. General Information

If Enrollees are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of the Blue Cross Blue Shield Global Core Program when accessing covered healthcare services. The Blue Cross Blue Shield Global Core Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the Blue Cross Blue Shield Global Core Program assists Enrollees with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when Enrollees receive care from Providers outside the BlueCard service area, the Enrollees will typically have to pay the Providers and submit the Claims themselves to obtain reimbursement for these services.

- **Inpatient Services**

In most cases, if Enrollees contact the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require Enrollees to pay for covered inpatient services, except for their cost-share amounts/deductibles, coinsurance, etc. In such cases, the hospital will submit Enrollee Claims to the Blue Cross Blue Shield Global Core Service Center to initiate Claims processing. However, if the Enrollee paid in full at the time of service, the Enrollee must submit a Claim to obtain reimbursement for covered healthcare services. Enrollees must contact BCBSM to obtain precertification for non-emergency inpatient services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard service area will typically require Enrollees to pay in full at the time of service. Enrollees must submit a Claim to obtain reimbursement for covered healthcare services.

- **Submitting a Blue Cross Blue Shield Global Core Claim**

When Enrollees pay for covered healthcare services outside the BlueCard service area, they must submit a Claim to obtain reimbursement. For institutional and professional claims, Enrollees should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the Provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSM, the Blue Cross Blue Shield Global Core Service Center, or online at www.bcbsglobal.com. If Enrollees need assistance with their claim submissions, they should call the Blue Cross Blue Shield Global Core Service Center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. Blue Cross Blue Shield Global Core Program-Related Fees

Group understands and agrees to reimburse BCBSM for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blue, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Group under the Blue Cross Blue Shield Global Core Program and that Group is responsible for relating to the foregoing are set forth in Exhibit 1 to this Schedule B. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section H below.

H. Modifications or Changes to Inter-Plan Arrangement Fees or Compensation

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCBSM shall provide Group with at least sixty (60) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Group right to terminate the ASC without penalty by giving written notice of termination before the effective date of the change. If Group fails to respond to the notice and does not terminate this Agreement during the notice period, Group will be deemed to have approved the proposed changes, and BCBSM will then allow such modifications to become part of this Agreement.

Exhibit 1

BlueCard Program Access Fees may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in BCBSM's administrative fee. The BlueCard Access Fee is charged by the Host Blue to BCBSM for making its applicable Provider network available to Group's Enrollees. The BlueCard Access Fee will not apply to Nonparticipating Provider Claims. The BlueCard Access Fee is charged on a per-Claim basis and is charged as a percentage of the discount/differential BCBSM receives from the applicable Host Blue. The percentages for 2019 are:

1. 4.14% for fewer than 1,000 PPO or traditional enrolled Blue contracts;
2. 2.31% for 1,000–9,999 Blue PPO or traditional enrolled Blue contracts;
3. 2.14% for 10,000–49,999 Blue PPO or traditional enrolled Blue contracts;

all capped at \$2,000.00 per Claim.

For Groups with more than 50,000 Blue PPO or traditional enrolled contracts, Blue Card Access Fees are waived and not charged to the Group. If Group's enrollment falls below 50,000 PPO enrolled contracts, BCBSM passes the BlueCard Access Fee, when charged, directly on to the Group.

Instances may occur in which the Claim payment is zero or BCBSM pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, BCBSM will pay the Host Blue's Access Fee and pass it along directly to the Group as stated above even though the Group paid little or had no Claim liability.

Exhibit 1 to the Schedule A

Value-Based Provider Reimbursement

As in prior years, the Claims billed to Group include amounts that BCBSM reimburses health care providers including reimbursement tied to value. BCBSM has adopted a provider payment model that includes both fee-based and value-based reimbursement. BCBSM does not unbundle Claims and does not retain any portion of Claims as compensation. Provider reimbursement is governed by separate agreements with providers, BCBSM standard operating procedures, and BCBSM Quality Programs.

BCBSM negotiates provider reimbursement rates on its own behalf and makes those rates available to customers through its products and networks. The reimbursement rates can, and often do, vary from provider to provider. Providers may qualify for higher reimbursement rates for satisfying requirements of certain BCBSM Quality Programs, including, for example, Pay-for-Performance (PFP) rates and Value Based Contracting (VBK) rates earned by hospitals and Patient Centered Medical Home (PCMH) rates earned by physicians.

Provider reimbursement rates also capture provider commitments to BCBSM Quality Programs. For example, hospitals participating in Hospital Collaborative Quality Initiatives (CQIs) agree to allocate a portion of their reimbursement to fund inter-hospital quality initiatives.

Providers may also receive reward and incentive payments from BCBSM Quality Programs funded through an allocation from provider reimbursement or collected from Group's Customer Savings Refund. Such allocations may be to a pooled fund from which value-based payments to providers are made. For example, pursuant to the Physician Group Incentive Program (PGIP), physicians agree to allocate a percentage of each Claim to a PGIP fund, which in turn makes reward payments to eligible physician organizations demonstrating particular quality and pays physician organizations for participation in collaborative initiatives. Starting in 2019, an additional portion of a provider's contractual reimbursement (the "Risk Allocation") on most claims will be allocated to a Risk Pool for payment to organized systems of care based on cost/quality performance.

As explained in the Blue Card Program disclosure (Schedule B to ASC), an out-of-state Blue Cross Blue Shield Plan ("Host Blue") may also negotiate fee-based and/or value-based reimbursement for their providers. A Host Blue may include all provider reimbursement obligations in Claims or may, at its election, collect some or all of its value-based provider (VBP) reimbursement obligations through a per attributed member per month (PaMPM) benefit expense, as in, for example, the Blue Distinction Total Care (BDTC) Program. All Host Blue PaMPM benefit expenses for VBP reimbursement will be consolidated on your monthly invoice and appear as "Out-of-State VBP Provider Reimbursement." The supporting detail for the consolidated amount will be available on e-Bookshelf as reported by each Host Blue Plan. Host Blues determine which members are attributed to eligible providers and calculate the PaMPM VBP reimbursement obligation based only on these attributed members. Host Blue have exclusive control over the calculation of PaMPM VBP reimbursement.

Value-based reimbursement includes other obligations and entitlements pursuant to other BCBSM Quality Programs funded in a similar manner to those described in this Exhibit. Additional information is available at www.valuepartnerships.com and www.bcbs.com/totalcare. Questions regarding provider reimbursement and BCBSM Quality Programs or Host Blue VBP reimbursement should be directed to your BCBSM account representative.



EXHIBIT TO THE STOP-LOSS COVERAGE POLICY

Policyholder Group Name: LIVINGSTON COUNTY

Account Number: 106931

Effective Date of Policy 01/01/2019

Policy Period: These specifications are for the Policy Period commencing on 01/01/2019 and ending on 12/31/2019

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit. This Exhibit is to the Policy most recently submitted to the state insurance regulator as of the commencement date of the Policy Period stated above.

A. Aggregate Stop-Loss Insurance: ☒ Yes ☐ No

If yes, the Attachment Point will be set at 125% of the expected Claims for the Policy Period, and items 1 through 6 below should be completed.

1. Stop-Loss Coverage Period:

☐ New Coverage: Claims incurred and paid during the Policy Period.

☐ Standard: Claims incurred and paid during the Policy Period.

☐ "Run-in" only applies to claims incurred under experience rated coverage provided to Group by Blue Cross Blue Shield of Michigan on or after and paid during the Policy Period.

☒ Renewal of Existing Coverage: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

2. Aggregate Stop-Loss insurance shall apply to Amounts Billed for:

☒ Medical Claims

☒ Outpatient Prescription Drug Claims

☐ All lines of covered business as identified in the Schedule A to the Administrative Services Contract

3. Attachment Point -The Attachment Point for Aggregate Stop-Loss coverage shall be the average of the number of Coverage Units for the Policy Period multiplied by the following amounts \$17,833.05 for each Coverage Unit

4. Aggregate Stop-Loss Coverage

Amounts Billed during the current Policy Period (less Specific (Individual) Stop-Loss Claims, if any) that exceed the Attachment Point. For any aggregate credits to be provided, a twelve-month period is required.

5. Premium: Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by the premium rate of \$5.94 for each Coverage Unit.
6. The number of current Coverage Units is 557. If the number of Coverage Units varies by +/- 10% in any Month during the Coverage Period, the premium rate and Attachment Point may be revised at any time by Blue Cross Blue Shield of Michigan. Any revision will be effective retroactive to the beginning of the Policy Period.

B. Specific Stop-Loss Insurance X Yes No

If yes, complete items 1 through 7 below.

1. Stop-Loss Coverage Period:

 New Coverage (Select one from below):

 Standard: Claims incurred and paid during the Policy Period.

 "Run-in" included: Claims incurred on or after and paid during the Policy Period

 "Run-in" includes claims paid by Policyholder's prior claim administrator:

 X Renewal of Existing Coverage: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

 X "Run-Out" included: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

2. Specific (Individual) Stop-Loss Insurance shall apply to Amounts Billed for:

 X Medical Claims

 X Outpatient Prescription Drug Claims

3. Specific (Individual) Stop-Loss Coverage Attachment Point is:

\$150,000.00 per contract unit

4. Specific (Individual) Stop-Loss Coverage – The Amounts Billed during the current Policy Period in excess of the Individual Attachment Point in B.3. above per Policy Period.

5. Run-Out Stop-Loss Insurance – The Amounts Billed during the Run-Out Period for Claims Incurred since the original Effective Date of Policy in excess of the Individual Attachment Point identified in B.3. above less any Specific (Individual) Stop-Loss Claims previously paid for Amounts Billed paid during the Run-Out Period.

6. Premium

If the Policyholder has selected Specific (Individual) Stop-Loss Coverage, the Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by the premium rate of \$115.53 for each Coverage Unit.

If the Policyholder has selected Run-Out Stop-Loss Insurance, the Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for the final month before termination by the same amount described above for the Stop-Loss Premium and shall be payable for the first three months after termination of the Administrative Services Contract. However, if the number of Coverage Units in the final month is less than the number in the month exactly one year earlier, BCBSM shall calculate the Monthly Premium using the higher count from one year earlier.

7. The number of current Coverage Units is 557. If the number of Coverage Units varies by +/- 10% in any month during the Coverage period, the premium rate and Attachment Point may be revised at any time by Blue Cross Blue Shield of Michigan. Any revision will be effective retroactive to the beginning of the Policy Period.

Additional Provisions:

The undersigned person represents that he/she is authorized and responsible for purchasing stop-loss coverage on behalf of the Policyholder. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop-Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross Blue Shield of Michigan, a nonprofit mutual disability insurer ("BCBSM"). Upon acceptance, BCBSM shall issue a Stop-Loss Coverage Policy to the Policyholder. Upon acceptance of this Exhibit and issuance of the Stop-Loss Coverage Policy, the Policyholder Group shall be referred to as the "Policyholder."

Policyholder shall acknowledge its acceptance of the terms of the Stop-Loss Coverage Policy and this Exhibit by signature of a duly authorized representative through a means, electronic or otherwise, determined by the Company.

Blue Cross Blue Shield of Michigan Group Signature Page

Group and Blue Cross Blue Shield of Michigan agree to sign the documents listed below (“Agreements”) using an electronic signature (“E-Signature”). Each party’s E-Signature is the legal equivalent of a manual/handwritten signature on the Agreements. By providing their E-Signatures below, the parties are legally bound by the terms and conditions in the Agreements. Group agrees that no certification authority or other third party verification is necessary to validate Group’s E-Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of Group’s E-Signature or the Agreements.

- ASC Contract Amendment
- Schedule A
- Schedule A, Exhibit 2 (if applicable)
- Stop Loss Exhibit
- Stop Loss Exhibit - Amendment (if applicable)

Upon E-Signature by the parties, this page will be electronically attached to the Agreements and stored for reference and record. Group may review this documentation by requesting a copy from their BCBSM salesperson or by submitting a request to BCSAGS@bcbsm.com.

Signatures

BLUE CROSS BLUE SHIELD OF MICHIGAN:

GROUP:

| | |
|---------------------------|---------------------------|
| By: (Signature) | By: (Signature) |
| Name: (Print) | Name: (Print) |
| Title: | Title: |
| Date: | Date: |

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

RESOLUTION

NO: 2018-12-215

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution to Amend the Livingston County Employee Drug-Free Work Place Policy Statement and the Personnel Manual due to the Passage of the Michigan Regulation and Taxation of Marihuana Act

WHEREAS, Livingston County adopted a Drug-Free Work Place Policy Statement on November 2, 1992 pursuant to Resolution #1192-340; and

WHEREAS, Livingston County adopted a Personnel Manual for non-union employees that was last revised on September 5, 2017; and

WHEREAS, on November 6, 2018, Michigan voters passed Proposal 1, establishing the Michigan Regulation and Taxation of Marihuana Act; and

WHEREAS, after reviewing the policy and Personnel Manual in light of the recent change in law, civil counsel recommends updates and clarifications, as presented on the attachments.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopts the Drug-Free Work Place Policy Statement and Personnel Manual, as amended and attached, to be effective with the approval of this resolution.

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MOVED:

SECONDED:

CARRIED:

**LIVINGSTON COUNTY,
MICHIGAN**



PERSONNEL MANUAL

FOR NON-UNION EMPLOYEES

Effective December 17, 2018 ~~September 5, 2017~~

A. Substance Abuse Policy: It is the intent of Livingston County to provide a drug-free, safe and secure work environment for employees. To ensure a safe and efficient work place, Livingston County will strictly enforce the following rules:

1. No employee shall possess, distribute, use or be impaired by alcohol, **marijuana**, or illegal prohibited drugs on Livingston County property, while on Livingston County business, or during working hours, including rest and meal periods. "Illegal prohibited drugs" are those substances that are illegal to sell or possess.
2. Where management has reason to believe that an employee may be under the influence of drugs, **including marijuana**, or alcohol, Livingston County, at its discretion, may require the employee to submit to breath, urine or blood testing, at Livingston County's expense, to determine the presence of drugs or alcohol. Refusal to submit to such testing may result in immediate dismissal.
3. Employees subject to the Drug-Free Work Place Act who are convicted of any criminal drug violation occurring in the workplace must report such conviction to their supervisor within five (5) days of the conviction.

Livingston County sincerely desires to help employees who have alcohol or drug-related problems. It is the employee's responsibility to seek assistance. Requests for such a leave of assistance will be considered confidential. However, seeking assistance after disciplinary action has begun or is imminent will not preclude disciplinary action.

Employees with drug or alcohol problems which have not resulted in, or are not the immediate subject of, disciplinary action may request approval to take unpaid leave to participate in an approved rehabilitation or treatment program. Requests for such a leave of absence will be considered confidential. The cost of participating in the program may be covered by the health insurance provided by the County, as outlined in your summary plan description (SPD). The County will require the employee to demonstrate satisfactory completion of the program before he or she returns to work.

Please see the related policy for more information:

<https://www.livgov.com/hr/Pages/policies.aspx>

LIVINGSTON COUNTY

DRUG-FREE WORK PLACE POLICY STATEMENT

RESOLUTION #1192-340

LIVINGSTON COUNTY, MICHIGAN

APPROVED: 11.2.92

Illegal drugs in the work place present a danger to us all. Drugs impair safety and health, promote crime, lower productivity and work quality and undermine public confidence. Livingston County will not tolerate the illegal use of drugs, and now, by law, it cannot. Under the federal Drug-Free Work Place Act of 1988, in order for Livingston County to be considered a "responsible source" for the receipt of federal grant funds, Livingston County has adopted the following policy:

Effective immediately all Livingston County premises, including work sites and all Livingston County vehicles, are declared to be drug-free work places. This means:

- All employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the work place. This includes manufacturing, distributing, dispensing, possessing or using marijuana in the work place as marijuana remains a controlled substance under federal law.

Employees violating this policy are subject to appropriate personnel/disciplinary action, up to and including termination for the first offense, and/or other remedial measures as the individual circumstances warrant.

- Employees have the right to know the dangers of drug abuse in the work place, Livingston County's policy regarding drug use, and what help is available to combat drug problems. Livingston County will provide for a drug awareness program for all employees on the dangers of drug abuse in the work place. To assist employees in overcoming drug abuse problems, Livingston County may offer an Employee Assistance Program. See your supervisor, the Personnel Director or the Livingston County Board of Commissioners for information regarding this.
- Any employee convicted of violating a criminal drug statute in a County work place must inform the County of such conviction (including pleas of guilty and nolo contendere) within five days of the conviction occurring. Failure to so inform the County subjects the employee to disciplinary action, up to and including termination for the first offense. By law, Livingston County must notify the granting agency within 10 days of receiving such notice from an employee or otherwise receiving notice of such a conviction.
- Livingston County reserves the right to offer employees convicted of violating a criminal drug statute in the work place participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete the program as a condition of continued employment.

The County of Livingston supports the purpose and goals of the Act and by this policy, announces its intention to comply with the Act and make continuing "good faith" efforts to provide a drug-free work place. All employees are expected to cooperate and give this policy their full support.

ALL EMPLOYEES ARE ASKED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF CONTINUED EMPLOYMENT.

DATE: _____

Signature: _____

LIVINGSTON COUNTY DRUG FREE
WORKPLACE POLICY STATEMENT

RESOLUTION

NO: 1192-340

LIVINGSTON COUNTY

DATE: November 2, 1992

RESOLUTION TO ADOPT A DRUG-FREE WORK PLACE POLICY STATEMENT

WHEREAS, the audit report recommended the Board of Commissioners adopt a Drug-Free Work Place Policy Statement; and

WHEREAS, the attached Livingston County Drug-Free Work Place Policy Statement has been prepared for adoption by the Board of Commissioners and it is recommended each employee sign and date the Statement.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopt the attached Livingston County Drug-Free Work Place Policy Statement.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby request the Personnel Department obtain signatures of all current and future Livingston County Employees on said statement.

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MOVED: Rogers

SECONDED: Links

CARRIED: 4-0

RESOLUTION

NO: 2018-12-216

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution to Approve an Employee Recognition Program for All County and Court Employees

WHEREAS, the Livingston County Board of Commissioners and the Chief Judge of the Livingston County Courts recognize that as public service providers, employees are our most valuable asset and that it is crucial they are recognized for the work they contribute to our vital public services; and

WHEREAS, to show appreciation, the County Board of Commissioners hereby establishes an Employee Recognition Program that will work through a committee, designate awards for and recognize employees for outstanding customer service; and

WHEREAS, the Chief Judge of the Livingston County Courts concurs and consents to Court employee participation in the Employee Recognition Program; and

WHEREAS, residents, the public we serve, employees, and department leadership can recognize employee customer service by submitting a nomination form either on line or via a paper nomination form, which will be available and displayed in every department; and

WHEREAS, every two years, Human Resources will seek nominations for a seven (7) member committee made up of employees from different departments. If more than seven (7) nominations for the committee are received, Human Resources will conduct a vote of all County/Court employees; and

WHEREAS, once established, the Employee Recognition Committee will review all nominations and select an employee as the top nominee in that calendar quarter. The top employee of each calendar quarter will be recognized at the annual State of the County address, be featured in an article in the County newsletter and on the County website, as well as with a certificate of appreciation and a token of appreciation, such as a paperweight or pin.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes and approves Human Resources to administer and coordinate the Employee Recognition Program described above effective January 1, 2019.

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO: 2018-12-217

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing a Fourth Quarter Supplemental Appropriation to the Fiscal-Year 2018 Budget – Administration

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

WHEREAS, the proposed amendment recognizes actual expenditure activity for the fourth quarter of 2018 and includes:

- Overall Increase/decreases in General Fund departmental expenditures and revenue are equal and correspond to actual activity as follows:
 - Increase in GF General Revenue for increased earnings on investments
 - Increase in GF Revenue for the distribution from MMRMA excess assets
 - Increase in Clerk for increased cost of wages
 - Vehicle costs adjustments; Increase in Sheriff and Sheriff Animal Control; decrease in Jail
 - Decrease in Elections for unused supply funds
 - Third quarter unemployment charges
 - Facility Services chargeback adjustments for Clerk, Treasurer, Register of Deeds, Jail, EMS, LETS and Health
 - transfer of funds to the Information Technology Fund for IT costs not previously charged back to department
 - Transfer for court security costs from Courts Central Services to Court Security
- Increased expenditures for 911 Central Dispatch to transfer funds to the Facility Construction Fund 461 to cover the costs of construction
- Increased expenditures for wages charged to Jail Commissary Fund for the Jail Education Teacher
- Increased expenditures for Crime Victim Right's for victim ancillary services offset by additional State revenue awarded

THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes the following supplemental appropriations to the Fiscal-Year 2018 Budget as illustrated below:

| FUND | Approved 2018 budget | Proposed amendment | Amended 2018 budget |
|--------------------|----------------------|--------------------|---------------------|
| 101 - General Fund | \$ 57,377,510 | \$ 360,000 | \$ 57,737,510 |
| EMS | \$ 11,280,508 | \$ 30,000 | \$ 11,310,508 |
| Health | \$ 3,980,940 | \$ 25,000 | \$ 4,005,940 |
| Crime Victim's | \$ 143,003 | \$ 2,000 | \$ 145,003 |
| 911 | \$ 4,042,723 | \$ 3,000,000 | \$ 7,042,723 |
| LETS | \$ 4,669,108 | \$ - | \$ 4,669,108 |
| Jail Commissary | \$ 171,660 | \$ - | \$ 171,660 |
| Benefit Fund | \$ 10,042,700 | \$ 350,000 | \$ 10,392,700 |

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the Treasurer to transfer funds in the amount of \$447,743 from General Fund to the Information Technology Fund 636.

BE IT FURTHER RESOLVED that the worksheet showing details of the above is available for review in the County Administration Finance office.

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MOVED:
SECONDED:
CARRIED:

| EXPENDITURES | | | | | REVENUES | | | | |
|--|------------------|-------------|---------------|--|-----------------|------------------|-----------------|--|--|
| 2018 Amended | | | | | 2018 Amended | | | | |
| | Proposed Amended | | | | | Proposed Amended | | | |
| 10100001 GF TAXES | | | | | \$ (35,546,351) | \$ (100,000) | \$ (35,646,351) | | |
| 10110100 GF BOARD OF COMMISSIO | \$ 562,202 | \$ - | \$ 562,202 | | | \$ - | \$ - | | |
| 10113100 GF CIRCUIT COURT | \$ 1,831,098 | \$ - | \$ 1,831,098 | | \$ (173,348) | \$ - | \$ (173,348) | | |
| 10113600 GF DISTRICT COURT | \$ 2,728,731 | \$ - | \$ 2,728,731 | | \$ (3,256,372) | \$ - | \$ (3,256,372) | | |
| 10114800 GF PROBATE COURT | \$ 731,529 | \$ - | \$ 731,529 | | \$ (220,409) | \$ - | \$ (220,409) | | |
| 10114900 GF JUVENILE COURT | \$ 792,536 | \$ - | \$ 792,536 | | \$ (270,634) | \$ - | \$ (270,634) | | |
| 10115000 GF GUARDIANSHIP | \$ 13,200 | \$ - | \$ 13,200 | | \$ (13,200) | \$ - | \$ (13,200) | | |
| 10115100 GF PROBATION | \$ 87,238 | \$ - | \$ 87,238 | | | \$ - | \$ - | | |
| 10116700 GF APPELLATE COURT | \$ 68,700 | \$ - | \$ 68,700 | | | \$ - | \$ - | | |
| 10116800 GF CENTRAL SERVICE JUDICIAL | \$ 2,555,400 | \$ 1,397 | \$ 2,556,797 | | \$ (694,980) | \$ - | \$ (694,980) | | |
| 10117200 GF COUNTY ADMINISTRAT | \$ 638,645 | \$ 2,000 | \$ 640,645 | | | \$ - | \$ - | | |
| 10119200 GF ERP PROJECT | \$ 10,000 | \$ - | \$ 10,000 | | | \$ - | \$ - | | |
| 10121500 GF COUNTY CLERK | \$ 517,446 | \$ 13,000 | \$ 530,446 | | \$ (164,625) | \$ - | \$ (164,625) | | |
| 10121599 GF COUNTY CLERK CIRCU | \$ 879,819 | \$ - | \$ 879,819 | | \$ (438,100) | \$ - | \$ (438,100) | | |
| 10122300 GF INTERNAL / EXTERNA | \$ 117,715 | \$ - | \$ 117,715 | | | \$ (1,500) | \$ (1,500) | | |
| 10122800 GF INFORMATION TECHNOLOGY | \$ - | \$ 447,743 | \$ 447,743 | | | \$ - | \$ - | | |
| 10123300 GF PURCHASING | \$ 187,501 | \$ - | \$ 187,501 | | \$ (6,000) | \$ (13,000) | \$ (19,000) | | |
| 10124800 GF TAX ALLOCATION BOA | \$ 1,355 | \$ - | \$ 1,355 | | | \$ - | \$ - | | |
| 10124900 GF PLAT BOARD | \$ 300 | \$ - | \$ 300 | | | \$ - | \$ - | | |
| 10125300 GF COUNTY TREASURER | \$ 1,015,567 | \$ 7,500 | \$ 1,023,067 | | \$ (97,498) | \$ - | \$ (97,498) | | |
| 10125700 GF EQUALIZATION | \$ 572,320 | \$ - | \$ 572,320 | | \$ (25,000) | \$ - | \$ (25,000) | | |
| 10126100 GF COOPERATIVE EXTENS | \$ 235,411 | \$ - | \$ 235,411 | | | \$ - | \$ - | | |
| 10126200 GF ELECTIONS | \$ 260,379 | \$ (89,550) | \$ 170,829 | | \$ (99,300) | \$ - | \$ (99,300) | | |
| 10126500 GF FACILITIES SERVICE | \$ 72,337 | \$ - | \$ 72,337 | | \$ (66,400) | \$ - | \$ (66,400) | | |
| 10126700 GF PROSECUTING ATTORN | \$ 2,209,890 | \$ - | \$ 2,209,890 | | | \$ - | \$ - | | |
| 10126717 GF PROS. ATTY FAMILY | \$ 102,389 | \$ - | \$ 102,389 | | | \$ - | \$ - | | |
| 10126800 GF REGISTER OF DEEDS | \$ 677,521 | \$ 6,700 | \$ 684,221 | | \$ (2,260,000) | \$ - | \$ (2,260,000) | | |
| 10126900 GF CIVIL COUNSEL | \$ 152,740 | \$ - | \$ 152,740 | | | \$ - | \$ - | | |
| 10127000 GF HUMAN RESOURCES | \$ 683,621 | \$ - | \$ 683,621 | | | \$ - | \$ - | | |
| 10127500 GF DRAIN COMMISSIONER | \$ 2,331,290 | \$ - | \$ 2,331,290 | | \$ (1,241,580) | \$ - | \$ (1,241,580) | | |
| 10130100 GF SHERIFF | \$ 7,786,605 | \$ 30,620 | \$ 7,817,225 | | \$ (469,334) | \$ - | \$ (469,334) | | |
| 10130106 GF SHERIFF - TRAFFIC | \$ 177,755 | \$ 250 | \$ 178,005 | | | \$ - | \$ - | | |
| 10130143 GF SHERIFF - ANIMAL CNTRL | \$ 124,244 | \$ 1,123 | \$ 125,367 | | | \$ - | \$ - | | |
| 10130500 GF COURT SECURITY | \$ 271,615 | \$ 37,732 | \$ 309,347 | | | \$ - | \$ - | | |
| 10135100 GF JAIL | \$ 10,459,596 | \$ (79,038) | \$ 10,380,558 | | \$ (2,285,608) | \$ - | \$ (2,285,608) | | |
| 10142600 GF EMERGENCY MNGMT | \$ 249,058 | \$ - | \$ 249,058 | | \$ (34,019) | \$ - | \$ (34,019) | | |
| 10143000 GF ANIMAL SERVICES | \$ 679,757 | \$ - | \$ 679,757 | | \$ (179,800) | \$ - | \$ (179,800) | | |
| 10144100 GF DEPT OF PUBL WORKS | \$ 194,910 | \$ - | \$ 194,910 | | \$ (28,329) | \$ - | \$ (28,329) | | |
| 10144500 GF - DRAINS PUBLIC BE | \$ 220,000 | \$ - | \$ 220,000 | | | \$ - | \$ - | | |
| 10160500 GF CONTAGIOUS DISEASE | \$ 4,000 | \$ - | \$ 4,000 | | | \$ - | \$ - | | |
| 10164800 GF MEDICAL EXAMINER | \$ 425,172 | \$ - | \$ 425,172 | | \$ (424,623) | \$ - | \$ (424,623) | | |
| 10164900 GF MENTAL HEALTH | \$ 600,470 | \$ - | \$ 600,470 | | | \$ - | \$ - | | |
| 10167200 GF AGENCY ON AGING | \$ 155,326 | \$ - | \$ 155,326 | | | \$ - | \$ - | | |
| 10172100 GF PLANNING | \$ 392,998 | \$ - | \$ 392,998 | | \$ (7,000) | \$ - | \$ (7,000) | | |
| 10172800 GF ECONOMIC DEVELOPME | \$ 175,000 | \$ - | \$ 175,000 | | | \$ - | \$ - | | |
| 10174700 GF COMMUNITY ACTION P | \$ 577,117 | \$ - | \$ 577,117 | | | \$ - | \$ - | | |
| 10185100 GF INSURANCE POLICIES | \$ 1,125,000 | \$ - | \$ 1,125,000 | | | \$ (245,500) | \$ (245,500) | | |
| 10186100 GF RETIREMENT | \$ 9,550,000 | \$ - | \$ 9,550,000 | | \$ (2,875,000) | \$ - | \$ (2,875,000) | | |
| 10187000 GF UNEMPLOYMENT INSUR | \$ 22,544 | \$ (10,161) | \$ 12,383 | | | \$ - | \$ - | | |
| 10189900 GF CHARGEBACKS | \$ 3,000 | \$ - | \$ 3,000 | | | \$ - | \$ - | | |
| 10196600 GF APPROPRIATIONS | \$ 718,500 | \$ - | \$ 718,500 | | | \$ - | \$ - | | |
| 10196610 GF APPROPRIATIONS - Court | \$ 2,565,458 | \$ - | \$ 2,565,458 | | | \$ - | \$ - | | |
| 10196641 GF APPROPRIATIONS - Fed Grant | \$ 13,939 | \$ - | \$ 13,939 | | | \$ - | \$ - | | |
| 10196650 GF APPROPRIATIONS - Health | \$ 688,292 | \$ - | \$ 688,292 | | | \$ - | \$ - | | |
| 10196800 GF CONTINGENCIES | \$ 160,274 | \$ (9,316) | \$ 150,958 | | | \$ - | \$ - | | |
| General Fund Total | \$ 57,377,510 | \$ 360,000 | \$ 57,737,510 | | \$ (50,877,510) | \$ (360,000) | \$ (51,237,510) | | |

| EXPENDITURES | | | | |
|------------------------|-------------------------------|---------------|--------------|------------------|
| 2018 Amended | | | | Proposed Amended |
| Special Revenue Funds | | | | |
| 21065100 | EMS | \$ 11,280,508 | \$ 30,000 | \$ 11,310,508 |
| 21414100 | FOC Family Counseling | \$ 14,000 | \$ - | \$ 14,000 |
| 21514100 | FOC | \$ 2,556,695 | \$ - | \$ 2,556,695 |
| 22160100 | Health | \$ 3,980,940 | \$ 25,000 | \$ 4,005,940 |
| 23816800 | Courts FED Grants | \$ 507,018 | \$ - | \$ 507,018 |
| 23826717 | Family Support | \$ 301,143 | \$ - | \$ 301,143 |
| 23830100 | Sheriff - Federal Grants | \$ 15,151 | \$ - | \$ 15,151 |
| 23833100 | Sheriff Marine Safety | \$ 7,600 | \$ - | \$ 7,600 |
| 23842600 | FED Emergency Mngmnt | \$ 307,970 | \$ - | \$ 307,970 |
| 23872100 | Planning Federal Grants | \$ 238,000 | \$ - | \$ 238,000 |
| 23916800 | Courts STATE Grants | \$ 557,155 | \$ - | \$ 557,155 |
| 23926718 | Crime Victims Rights | \$ 143,003 | \$ 2,000 | \$ 145,003 |
| 23930100 | Sheriff State Grants | \$ 59,229 | \$ - | \$ 59,229 |
| 23930106 | Sheriff Traffic Secondary Roa | \$ 263,411 | \$ - | \$ 263,411 |
| 23943000 | Animal Shelter State Grants | \$ 2,791 | \$ - | \$ 2,791 |
| 23944100 | DPW State Grants | \$ 6,000 | \$ - | \$ 6,000 |
| 24527800 | ROD Survey & Remon | \$ 164,088 | \$ - | \$ 164,088 |
| 25522300 | Princ Res Exemption | \$ 8,400 | \$ - | \$ 8,400 |
| 25626801 | ROD Automation | \$ 296,819 | \$ - | \$ 296,819 |
| 26017200 | Indigent Defense | \$ 11,147 | \$ - | \$ 11,147 |
| 26132500 | 911 Central Dispatch | \$ 4,042,723 | \$ 3,000,000 | \$ 7,042,723 |
| 26132525 | 911 Enhanced | \$ 372,249 | \$ - | \$ 372,249 |
| 26132526 | 911 Training | \$ 34,000 | \$ - | \$ 34,000 |
| 26335100 | Sheriff CO Training | \$ 21,236 | \$ - | \$ 21,236 |
| 26530100 | Drug Law Enforcement | \$ 4,500 | \$ - | \$ 4,500 |
| 26630100 | DEA Equitable Sharing | \$ 35,081 | \$ - | \$ 35,081 |
| 26821500 | Concealed Pistol Licensing | \$ 133,835 | \$ - | \$ 133,835 |
| 26914500 | Law Library | \$ 6,600 | \$ - | \$ 6,600 |
| 27830100 | Sheriff Victim Svcs Unit | \$ 1,400 | \$ - | \$ 1,400 |
| 29067000 | Social Welfare | \$ 7,100 | \$ - | \$ 7,100 |
| 29266200 | Child Care Juvenile | \$ 2,479,281 | \$ - | \$ 2,479,281 |
| 29266300 | Child Care Social Services | \$ 1,110,000 | \$ - | \$ 1,110,000 |
| 29368900 | Veterans Relief | \$ 68,392 | \$ - | \$ 68,392 |
| 29568900 | Veteran Services | \$ 920,855 | \$ - | \$ 920,855 |
| 29630100 | Criminal Forfeiture | \$ 13,000 | \$ - | \$ 13,000 |
| Enterprise Funds | | | | |
| 54237100 | Building & Safety | \$ 3,446,205 | \$ - | \$ 3,446,205 |
| 5780275 | Septic Receiving | \$ 1,198,050 | \$ - | \$ 1,198,050 |
| 58105400 | Airport | \$ 1,467,032 | \$ - | \$ 1,467,032 |
| 58853800 | LETS | \$ 4,669,108 | \$ - | \$ 4,669,108 |
| 59535100 | Jail Commissary | \$ 171,660 | \$ - | \$ 171,660 |
| Internal Service Funds | | | | |
| 63126500 | Facility Services | \$ 3,977,373 | \$ - | \$ 3,977,373 |
| 63622800 | Information Technology | \$ 4,290,617 | \$ - | \$ 4,290,617 |
| 66126300 | Car Pool | \$ 1,927,279 | \$ - | \$ 1,927,279 |
| 67785200 | Benefit Fund | \$ 10,042,700 | \$ 350,000 | \$ 10,392,700 |

| REVENUES | | | | |
|-----------------|--------------|-----------------|------------------|--|
| 2018 Amended | | | Proposed Amended | |
| \$ (10,490,837) | \$ - | \$ (10,490,837) | | |
| \$ (14,000) | \$ - | \$ (14,000) | | |
| \$ (2,483,393) | \$ - | \$ (2,483,393) | | |
| \$ (3,721,038) | \$ - | \$ (3,721,038) | | |
| \$ (467,764) | \$ - | \$ (467,764) | | |
| \$ (301,143) | \$ - | \$ (301,143) | | |
| \$ (14,208) | \$ - | \$ (14,208) | | |
| \$ (7,600) | \$ - | \$ (7,600) | | |
| \$ (307,970) | \$ - | \$ (307,970) | | |
| \$ (101,339) | \$ - | \$ (101,339) | | |
| \$ (547,000) | \$ - | \$ (547,000) | | |
| \$ (143,003) | \$ (2,000) | \$ (145,003) | | |
| \$ (59,229) | \$ - | \$ (59,229) | | |
| \$ (262,001) | \$ - | \$ (262,001) | | |
| \$ (2,791) | \$ - | \$ (2,791) | | |
| \$ (6,000) | \$ - | \$ (6,000) | | |
| \$ (87,425) | \$ - | \$ (87,425) | | |
| \$ (3,800) | \$ - | \$ (3,800) | | |
| \$ (208,000) | \$ - | \$ (208,000) | | |
| \$ - | \$ - | \$ - | | |
| \$ (4,224,000) | \$ - | \$ (4,224,000) | | |
| \$ (372,250) | \$ - | \$ (372,250) | | |
| \$ (34,000) | \$ - | \$ (34,000) | | |
| \$ (25,000) | \$ - | \$ (25,000) | | |
| \$ - | \$ - | \$ - | | |
| \$ - | \$ - | \$ - | | |
| \$ (86,200) | \$ - | \$ (86,200) | | |
| \$ (6,600) | \$ - | \$ (6,600) | | |
| \$ (1,500) | \$ - | \$ (1,500) | | |
| \$ (4,500) | \$ - | \$ (4,500) | | |
| \$ (2,479,281) | \$ - | \$ (2,479,281) | | |
| \$ (845,000) | \$ - | \$ (845,000) | | |
| \$ - | \$ - | \$ - | | |
| \$ (1,009,500) | \$ - | \$ (1,009,500) | | |
| \$ - | \$ - | \$ - | | |
| \$ (2,282,468) | \$ - | \$ (2,282,468) | | |
| \$ (1,819,918) | \$ - | \$ (1,819,918) | | |
| \$ (1,482,331) | \$ - | \$ (1,482,331) | | |
| \$ (3,813,603) | \$ - | \$ (3,813,603) | | |
| \$ (131,850) | \$ - | \$ (131,850) | | |
| \$ (3,664,787) | \$ - | \$ (3,664,787) | | |
| \$ (3,699,266) | \$ (447,743) | \$ (4,147,009) | | |
| \$ (1,676,051) | \$ - | \$ (1,676,051) | | |
| \$ (10,027,359) | \$ - | \$ (10,027,359) | | |



304 E. Grand River Ave, Howell, MI, 48843
Phone 517-546-3669 Fax 517-546-7266
Web Site: www.livgov.com/administration

Memorandum

To: Livingston County Board of Commissioners
From: Cindy Catanach, Deputy County Administrator/Financial Officer
Date: December 11, 2018
Re: Fiscal-Year 2018 Q4 Budget

Attached for your review and consideration is a resolution to approve the 2018 revised budget based on anticipated activity for fourth quarter of Fiscal-Year 2018. The attached fourth quarter supplemental appropriation is comprised of the following:

- Overall General Fund Revenue and Expenses will increase at an equal amount of \$360,000
- Increase/decreases in General Fund departmental expenditures to correspond to actual activity
 - Increase in GF General Revenue for increased earnings on investments
 - Increase in GF Revenue for the distribution from MMRMA excess assets
 - Increase in Clerk for increased cost of wages
 - Vehicle costs adjustments; Increase in Sheriff and Sheriff Animal Control; decrease in Jail
 - Decrease in Elections for unused supply funds
 - Third quarter unemployment charges
 - Facility Services chargeback adjustments for Clerk, Treasurer, Register of Deeds, Jail, EMS, LETS and Health
 - transfer of funds to the Information Technology Fund for IT costs not previously charged back to department
 - Transfer for court security costs from Courts Central Services to Court Security
- Increased expenditures for 911 Central Dispatch to transfer funds to the Facility Construction Fund 461 to cover the costs of construction
- Increased expenditures for wages charged to Jail Commissary Fund for the Jail Education Teacher
- Increased expenditures for Crime Victim Right's for victim ancillary services offset by additional State revenue awarded
- The proposed supplemental appropriation also includes increasing the GF Unemployment revenue based on reimbursement from MMRMA

The organization code detail is available in my office. Please feel free to contact me if you have any questions regarding the proposed budget amendment.

RESOLUTION

NO: 2018-12-218

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Authorizing a Nine (9) Month Extension of the Public Defender Contracts with a Five (5) Percent Increase – Circuit Court

WHEREAS, Livingston County Circuit Court has contracted privately for Legal Counsel for indigent criminal defendants; and

WHEREAS, the 44th Circuit Court intends to extend the contracts with the following attorneys to provide services to all indigent felony defendants:

JAMES BUTTREY

WILCOX LAW, PLC

MARK L. SCHARRER

THE SIZEMORE LAW OFFICE

STEVEN M. DODGE

GENTRY-NALLEY, PLLC

MITCHELL PERRAULT

See attached chart for individual contract amounts and per case cost.

WHEREAS, a sixth-month extension was approved in Res. 2017-11-189 on November 20, 2018 to extend the contracts until June 2018. A three-month extension was approved in Res. 2018-06-110 on June 18, 2018 to extend the contracts until September 2018; and a three-month extension was approved in Resolution 2018-08-134 on August 20, 2018; and

WHEREAS, the current contracts will expire on December 31, 2018 and there are no more options to extend; and,

WHEREAS, the Court requests an extension of the public defender contracts listed above for an additional nine (9) months until September 30, 2019 with a five (5) percent increase to the current rates and the ability to terminate the contracts at any time with a 30-day notice; and

WHEREAS, the monies for these contracts are appropriated in the 2019 Court and Administration Budgets.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the extension of the public defender contracts with James Buttrey; Wilcox Law, PLC; Mark L. Scharrer; Steven M. Dodge; Gentry-Nalley, PLLC; Mitchell Perrault; and the Sizemore Law Office until September 30, 2019 with a five (5) percent increase to the current rates.

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

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Roberta Sacharski, Trial Courts Administrator
Date: December 10, 2018
**Re: Resolution Authorizing a Nine (9) Month Extension of the
Public Defender Contracts with a Five (5) Percent Increase**

The assignment of attorneys for indigent defendants at public expense is mandated by the U.S. Constitution. The Circuit Court is responsible for making assignments that ensure adequate representation. The Court has employed the use of contracts with attorneys as being the most efficient, effective means of providing this representation. The average cost per case received by the contract attorneys is approximately \$766. The contracts for attorney services for adult criminal indigent defendants will expire on December 31, 2018.

The Michigan Indigent Defense Commission (MIDC) recently drafted new standards for indigent defense, which propose that indigent defense should be independent from the court. Due to this potential change to the court's current indigent defense structure, we request to extend our current contracts until September 31, 2019.

An RFP was recently released with contract requirements that include the drafted and proposed MIDC requirements. As a result, the average cost per case proposed by the firms / attorneys is approximately 60 percent more than the current rates; however, the County did not plan for this significant increase within its proposed MIDC compliance plan. Per the MIDC, the proposed rates are in alignment with the average case cost.

With the compliance requirements being extended until 2020, the County was able to obtain an extension to the submitted MIDC compliance plan until January 2020. In addition, the County is in the process of securing funding from MIDC to cover the current and future estimated budgetary shortfalls prior to issuing contracts.

To maintain continuity of these vital services, the Courts and the County Administrator would like to approach the current contracted attorneys with an offer to extend the current contracts with a 5% increase to their current rates including a termination clause with a 30-day notice.

Thank you in advance. If you have any questions regarding this matter, please contact me.

RESOLUTION

NO: 2018-12-219

LIVINGSTON COUNTY

DATE: December 17, 2018

**Resolution Approving Appointments to Livingston County Boards and Committees
- Board of Commissioners**

WHEREAS, the terms of representatives on the following Livingston County Boards and Committees have expired and/or seats have been vacated; and

WHEREAS, the following appointments have been recommended:

Livingston County Road Commission

Stephen Crane Term expires 12.31.2024

Community Mental Health Authority Board

Barbara Spalding..... Term expires 12.31.2021

Roxanne Garber Term expires 12.31.2021

Sharon Slaton Term expires 12.31.2021

Building Construction Appeals Board

Tom Boylan Term expires 12.31.2020

Tim Parks Term expires 12.31.2020

Kurt Weiland Term expires 12.31.2020

George Kilpatrick..... Term expires 12.31.2020

John Hamlin Term expires 12.31.2020

Mike Kennedy Term expires 12.31.2020

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the above referenced appointments and expiration dates.

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MOVED:
SECONDED:
CARRIED:

RESOLUTION

NO: 2018-12-220

LIVINGSTON COUNTY

DATE: December 17, 2018

Resolution Approving Appointments to the Livingston County Veterans’ Affairs Committee - Board of Commissioners

WHEREAS, the term of two (2) of representative seats on the Livingston County Veterans’ Affairs Committee have expired; and

WHEREAS, the following appointments have been recommended by the Personnel Committee:

Veterans’ Affairs Committee

[Member Name] Term expires 12.31.2022

[Member Name] Term expires 12.31.2022

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the above referenced appointments and expiration dates.

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**MOVED:
SECONDED:
CARRIED:**