



STATE OF MICHIGAN
EXECUTIVE OFFICE
LANSING

RICK SNYDER
GOVERNOR

BRIAN CALLEY
LT. GOVERNOR

October 25, 2011

Mr. Jack Harris, Director
Telecommunications Division
Department of Technology, Management & Budget
Lansing, Michigan 48909

Re: Intergovernmental Agreement between DTMB and County of Hillsdale

Dear Mr. Harris:

I am responding to the request for approval of the proposed agreement between the Michigan Department of Technology, Management and Budget and Hillsdale County for the cooperative usage of fiber optic cable. The agreement was signed on May 10, 2011; between the parties. Based on the review from the Attorney General's Office, I am notifying you that I approve the proposed agreement pursuant to the Urban Cooperation Act (UCA), 1967 (Ex Sess) PA 7, MCL 124.501 et seq.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Snyder".

Rick Snyder
Governor

c: Attorney General's Office, Finance Division

Broadband Interagency Agreement

WHEREAS, the State of Michigan, Department of Technology, Management & Budget (SOM/DTMB) and the County of Hillsdale (Local Public Entity) enter into this agreement (Agreement) under the Urban Cooperation Act, MCL 124.501, et seq.; and

WHEREAS, SOM/DTMB desires to implement a broadband network agreement to provide more efficient services for the people of Michigan by increasing capacity while reducing costs.

WHEREAS, the Local Public Entity has excess broadband capacity or fiber optic cable and is willing to enter an agreement with SOM/DTMB.

WHEREAS, the parties have included the details of the SOM/DTMB interconnection on the attached Exhibits.

THEREFORE, for the consideration specified, the parties agree:

I. GENERAL

a. Purpose

The purpose of this Agreement is to utilize the Local Public Entity's excess broadband capacity or fiber optic cable in order to improve the efficiency of the SOM/DTMB broadband network. This Agreement will lower the overall cost for participating entities while increasing bandwidth and maximizing the use of public resources.

b. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Agreement are incorporated in their entirety and form part of this Agreement.

II. AGREEMENT MANAGEMENT

a. Contact Information

All contact information for the management of this Agreement is identified in Exhibit A. All changes to a parties' contact information must be submitted in writing.

b. Agreement Manager

The Agreement Manager for the each party identified in Exhibit A is the primary contact for all communications and billings for the performance of this Agreement. The Agreement Manager is responsible for the daily performance and technical oversight of this Agreement on behalf of the parties.

c. Project Manager

The Project Manager identified in Exhibit A is responsible for all technical and troubleshooting issues regarding the performance of this Agreement. If a Project Manager is not identified, then this role will be performed by the Agreement Manager.

III. RELATIONSHIP AND DUTIES OF PARTIES

a. Relationship of the Parties

The relationship between SOM/DTMB and the Local Public Entity is that of client and independent contractor. No agent, employee, or servant of the Local Public Entity, or any of its subcontractors, is an employee, agent or servant of SOM/DTMB. Nor is any agent, employee, servant of the SOM/DTMB, or any of its subcontractors, an employee, agent or servant of Local Public Entity. Each party will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Agreement.

b. Local Public Entity Responsibilities

1. The Local Public Entity will maintain and repair the Local Public Entity's network or physical fiber. SOM/DTMB is granted access as specified in Exhibit B, Network Diagram and Description.
2. The Local Public Entity will maintain physical plant insurance on the fiber plant including fiber in the SOM/DTMB access area.
3. The Local Public Entity will maintain all rights, licenses, permits, authorizations, rights of way, easements and other agreements (the "underlying rights") which are necessary in order for SOM/DTMB to operate its network, and will pay the respective fees. In the event an underlying right expires or terminates, the Local Public Entity will use commercially reasonable efforts to renew or replace the terminated underlying right.
4. The Local Public Entity must keep SOM/DTMB's fibers free of any rights or claims or liens by any third party.
5. The Local Public Entity's fiscal agent must reasonably pursue damage claims against third parties causing outages that are not covered by the Local Public Entity's or the third party's insurance.
6. The Local Public Entity will immediately pay for any fiber repair and relocation (required by MDOT, permit, etc.) costs and will invoice SOM/DTMB for its share of these costs based on its usage.

c. SOM/DTMB Responsibilities

1. SOM/DTMB will own, operate, and maintain all equipment and related components it connects to the Local Public Entity's network or fiber as specified in Exhibit B, Network Diagram and Descriptions.
2. SOM/DTMB will connect to the Local Public Entity network at the Local Public Entity's point of presence, at the locations specified in Exhibit B, Network Diagram and Descriptions.
3. SOM/DTMB will reimburse the Local Public Entity for any repairs (not covered by insurance) needed due to an outage caused by a third party if the Local Public Entity pursues a damage claim against the third party but does not recover. The reimbursement amount will be based on SOM/DTMB's usage.
4. SOM/DTMB will reimburse the Local Public Entity for fiber repair and relocation costs (required by MDOT, permit, Local Public Entity, etc.) once invoiced. The reimbursement amount will be based on SOM/DTMB usage.
5. Immediately upon execution of this document, SOM/DTMB will begin work to complete the extension of the SOM/DTMB network to the Local Public Entity's network as specified in Exhibit B, Network Diagram and Descriptions.

IV. PAYMENT

- a. Unless otherwise agreed, charges will be invoiced on a monthly basis and payable on or before the due date.
- b. SOM/DTMB will pay the amounts listed in Exhibit C, Pricing.

V. TERMINATION

- a. Either party may terminate this Agreement by providing sixty (60) days notice to the other party.
- b. In the event of termination, the parties will work together to make the transition to an alternative network in a manner causing the least disruption to existing SOM/DTMB services.

VI. MISCELLANEOUS

- a. SOM/DTMB has exclusive use of the fibers as identified in Exhibit B, Network Diagram and Descriptions during the Agreement period. The Local Public Entity will not place any restriction on that use. SOM/DTMB may use the fibers for any purpose consistent with state law.
- b. The parties must agree upon the timing of the performance of any maintenance that would affect network access for SOM/DTMB.

- c. The parties will meet annually to review the operation of the network interconnections and other topics related to this Agreement. SOM/DTMB will schedule and host the meeting. The parties may mutually agree to waive the annual meeting.
- d. This Agreement may be amended with the mutual consent of the parties. Amendments to the terms of this Agreement are not valid unless they are in writing, approved by the Governor, and filed with the Secretary of State and the Local Public Entity's County Clerk.
- e. This Agreement is not binding or effective on the parties until it is approved by the Governor and the Local Public Entity's governing body and filed with the Secretary of State and the Local Public Entity's County Clerk.

The undersigned represent that they are authorized to execute this Agreement.

Date Sept. 13, 2011

Local Public Entity Name: County of Hillsdale

Andy Welden
Signature

Andy Welden, Chairperson, Board of Commissioners
Print Name and Title

Date Sept 30, 2011

State of Michigan, Department of
Technology, Management, & Budget

J. E. Nixon
Signature

John E. Nixon, DTMB Director
Print Name and Title

Exhibit A Operational Protocols

Term of Agreement.

The term of this AGREEMENT is continuous however is subject to the cancellation provisions contained within this agreement.

Fiber Indefeasible Right to Use (IRU) – Ownership and Maintenance Responsibilities.

This agreement is intended to expand the shared benefit of the participating Local Public Entity and the SOM/DTMB, to control bandwidth costs over time, to significantly increase redundancy and reliability, and to provide revenue to the Local Public Entity in consideration for a resource it owns.

Fiber IRU Path.

The LPE grants to SOM/DTMB an IRU for 4 strands single mode fiber from the Michigan Department of Human Services building (40 Care Dr) to the Hillsdale County Sheriff's Department (165 W. Fayette St.) in the city of Hillsdale.

The LPE grants to SOM/DTMB an IRU for 2 existing stands single mode fiber from the Hillsdale County Sheriff's Department to the Hillsdale County Courthouse (29 N Howell St.) which is the location of SOM/DTMB point of presence.

The LPE grants to SOM/DTMB an IRU for 6 strands of single mode fiber from the Michigan Department of Human Services building (40 Care Dr.) to the Hillsdale County Medical Care Facility building (140 Mechanic Rd.)

Contact Information

SOM/DTMB Agreement Manager and Project Manager
Jack Harris Director, Telecom
Department of Technology, Management and Budget
Hannah Building
Lansing MI 48933
(517)241-9850
HarrisJ8@Michigan.gov

Hillsdale County Agreement Manager
David Holcomb
Director of Information Technology
County of Hillsdale

(517)437-3158
dholcomb@co.hillsdale.mi.us

NETWORK SUPPORT
CLIENT SERVICE CENTER

800-968-2644

SOM/DTMB Emergency Escalation Contacts

Level 1

Cell Phone: 517/242-4643 Office: 517/241-7380

Level 2

Cell Phone: 517/241-3460 Office: 517/241-3460

Level 3

Jack Harris Cell Phone: 517/242-0942 Office: 517/241-7565

1. Incident Reporting. The party discovering a security incident will report it in accordance with its incident reporting procedures

2. Incident Reporting; Both parties shall:
 - a. Notify their designated technical counterparts immediately by telephone or e-mail when a security incident is detected,
 - b. Disseminate intrusion detection alerts to respective counterparts for all subnets within the scope of this ISA;
 - c. Block inbound and outbound access for any SOM/DTMB or Non-SOM/DTMB Organization information systems on the subnets within the scope of this ISA that are the source of unauthorized access attempts, or the subject of any security events, until the risk is remediated.

Notify immediately their designated counterparts as defined in the communications plan in the event of a disaster or other contingency that disrupts the normal operation of one or both of the connected networks.

Exhibit B

Network Diagram and Description

Network Overview

Detailed Network Interconnection and Security Configuration (by location)

- a. Local Public Entity hours of operation by location:
Hillsdale County Courthouse – Technology Department
Monday through Friday, 8:30 AM to 5:00 PM except holidays.
After hours access contact David Holcomb 517-474-2689

Hillsdale County Sheriff's Department
24 x 7 x 365

Hillsdale County Medical Care Facility
24 x 7 x 365, except office is only open Monday through
Friday 7:00 AM to 3:00 PM

Network Interconnectivity: Agreements and Responsibilities.

b. **Demarcation of Networks.**

1. SOM/DTMB network responsibility will be demarcated at the SOM/DTMB-owned active network device interface connecting to the locally owned (county or consortium) network.
2. Local network responsibility will be demarcated at the Local-owned active network device interface connecting to the SOM/DTMB owned network.
3. If the building where the inter-network connection is made is owned or leased by the SOM/DTMB, ownership and maintenance of the interconnecting cable and any transceivers will be the responsibility of the SOM/DTMB. In this case, SOM/DTMB will provide space, power, and appropriate environmental controls for the Local Public Entity equipment required for the interconnection.
4. Likewise, if the building where the inter-network connection is made is owned or leased by the Local Public Entity, ownership and maintenance of the interconnecting cable and any transceivers will be the responsibility of the Local Public Entity. In this case, Local Public Entity will provide space, power, and appropriate environmental controls for the SOM/DTMB equipment required for the interconnection.

c. **Co-Location Requirements**

1. Rack space requirements will be specified by the co-location design, and dependant upon network and power needs
2. UPS – SOM/DTMB supplied if not supplied by Local Public Entity hosting center
3. Power – AC KVA requirement – will be specified by the co-location design, and dependant upon network needs
4. Air Conditioning and temperature control specifications and ventilation requirement will be specified by the co-location design, and dependant upon network needs
5. Port interface physical configuration will be: RJ45, copper Ethernet
6. Port configuration will be full duplex **100 Mb** (port speed mutually agreed), hard coded in the network device interface configuration (not auto-negotiated)
7. Demarcation point is the router interface
8. Physically secured closet or room with restricted access

- a. Access limited to pre-authorized Local Public Agency or SOM/DTMB staff or their authorized vendors
- 9. Remote access will be in-band; if out-of-band access is required, the SOM/DTMB will order a carrier-provided access circuit (e.g. 1MB)
- 10. 24x7 access protocols – defined by SOM/DTMB and the Local Public Agency's standard operating procedures, containing contact names and contact numbers

d. Interconnection Security Agreements

Interconnection security configuration, joint and individual responsibilities, and roles are defined in the Interconnection Security Agreement ("ISA") below, including, but not limited to, the following:

1. Interconnection Statement of Requirements
The requirements for interconnection between the State of Michigan ("SOM/DTMB") and *Local Publically Funded Agency* ("Local Public Entity") are for the express purpose of exchanging data between the SOM/DTMB and the Local Public Entity and for the cooperative and collaborative use of network resources.
2. Network Management; both parties shall:
 - a. Ensure that this interconnection is completely isolated from the Internet.
 - b. Submit to the SOM/DTMB point of contact any proposed changes to either network or the interconnecting medium accompanied by a summary of the business need.
 - c. Renegotiate this ISA before any changes are implemented;
 - d. Report planned technical changes to the network architecture that affect the interconnection, via communication protocols as outlined in Section VI.
 - e. Notify the respective SOM/DTMB and Local Public Entity points of contact when access is no longer required.
 - f. Prohibit new interconnections unless expressly agreed upon in a modification to this ISA and signed by both parties.
3. Communication/Information Security Points of Contact; both parties shall:
 - a. Designate a technical lead for their respective network and provide point of contact information to facilitate direct contacts between technical leads to support the management and operation of the interconnection;
 - b. Maintain open lines of communication between point of contact at both the managerial and technical levels to ensure the successful management and operation of the interconnection;
 - c. Inform their counterpart promptly of any change in technical point of contacts and interconnections.
4. Communication/Information Security Points of Contact; SOM/DTMB shall:
 - a. Inform their counterpart promptly of any change in technical point of contact and interconnection
 - b. Identify a SOM/DTMB point of contact to serve as a liaison between both parties and assist the Local Public Entity in ensuring that its Information Security controls meet or exceed SOM/DTMB requirements.
5. Communication/Information Security Points of Contact; Local Public Entity shall

- a. Designate an Information Security point of contact, who shall act on behalf of the Local Public Entity and communicate all Information Security issues involving the Local Public Entity network to SOM/DTMB via the SOM/DTMB point of contact
6. Firewall (access control) rules
 - a. Firewall rules negotiated based on interconnection and application needs
7. Network monitoring capabilities
 - a. Network monitoring will be limited to ICMP at the network demarcation points
8. Demarcation point locations (rooms, closets) will be physically secured and access restricted to SOM/DTMB and Local Public Entity's authorized staff or SOM/DTMB and Local Public Entity's authorized and designated contractors or vendors.
9. Audit Trail Responsibilities.
 - a. Both parties are responsible for auditing their network device processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by automated systems, system administrators or security officers. Audit logs will be retained for one (1) year.

Exhibit C

Pricing

Recurring costs

1. The State of Michigan and the County of Hillsdale will equally share a monthly recurring cost of \$1,724.00 or 50% of the charge if it is later increased or decreased. This currently equates to \$862.00 per month recurring cost to both the SOM/DTMB and the County of Hillsdale.

Non-Recurring cost

1. There is a non-recurring cost of \$36,226.25 to the SOM/DTMB for construction to the following locations:
 - a. Michigan Works Building,
 - b. Hillsdale County Sheriff's Department Crime Lab,
 - c. Hillsdale County Jail
 - d. Michigan Department of Human Services,
 - e. Hillsdale County Medical Facility on Mechanic Rd.
2. The County of Hillsdale will incur a one time non-recurring cost of \$54,412.00 for the interconnection costs to the Hillsdale Community Fiber partnership administered by Merit Networks, Inc.

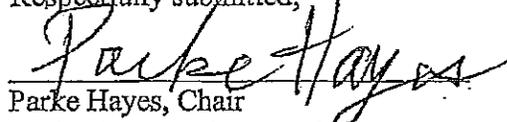
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May 10, 2011

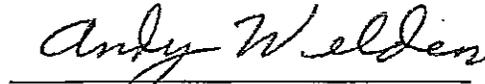
TO THE HONORABLE BOARD OF COMMISSIONERS:

We recommend that the Chairperson be authorized to sign the Broadband Interagency Agreement between the State of Michigan and the County of Hillsdale. This agreement falls under the Urban Cooperation Act, MCL 124.501.

Respectfully submitted,



Parke Hayes, Chair
Technology and Economic Development



Andy Weiden, Chair
Board of Commissioners

APPROVED BY THE BOARD OF COMMISSIONERS ON MAY 10, 2011..