



STATE OF MICHIGAN
EXECUTIVE OFFICE
LANSING

RICK SNYDER
GOVERNOR

BRIAN CALLEY
LT. GOVERNOR

February 15, 2012

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

Re: Intergovernmental Agreement between DTMB, County of Lapeer and
Lapeer County Intermediate School District

Dear Mr. Harris:

I am responding to the request for approval of the proposed agreement between the Michigan Department of Technology, Management and Budget, Lapeer County and the Lapeer County Intermediate School District for the cooperative usage of fiber optic cable. The agreement was signed between October 31, 2011, and December 22, 2011, by all 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

Lapeer Broadband Interagency Agreement

WHEREAS, the State of Michigan, Department of Technology Management & Budget (SOM/DTMB), the Lapeer County Intermediate School District (LCISD) and the Lapeer County (County) (collectively and individually, LCISD and the County are referred to as “the Local Public Entity”) enter into this agreement (Agreement) pursuant to Sections 11a and 601a of the Michigan Revised School Code of 1976, as amended, MCL 380.11a and MCL 380.601a, and Section 307 of the Michigan Telecommunications Act (MTA), MCL 484.2307, the Urban Cooperation Act, MCL 124.501 *et seq.*, and other applicable authority:

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, Section 307 of the MTA, MCL 484.2307 recognizes that Educational Institutions may have excess broadband capacity;

WHEREAS, the LCISD, is an Educational Institution within the meaning of Section 102(g) of the MTA, and has excess broadband capacity or fiber optic cable and is willing to enter an agreement with SOM/DTMB and the County;

WHEREAS, the LCISD has complied and intends to continue to comply with the requirements of Section 307 of the MTA, MCL 484.2307, with respect to the excess broadband capacity on its network, and such network capacity does not exceed 25% of the LCISD’s total network capacity; and

WHEREAS, the Exhibits to this Agreement cover the details of the SOM/DTMB interconnection and other issues.

THEREFORE, for the good and valuable consideration specified, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

I. 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.

II. AGREEMENT MANAGEMENT

a. Contact Information and Notice

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. All notices to be

given under this Agreement must be in writing and addressed to the other parties as shown in Exhibit A, and as updated in writing from time to time.

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. The Agreement Managers for each party may from time to time agree in writing to add or delete interconnections and configurations by locations as shown on Exhibit A by revising Exhibit A.

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 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 costs (required by MDOT, permit, etc.).
7. The Local Public Entity will invoice SOM/DTMB for the full cost of the relocation of fiber made solely or primarily for SOM/DTMB's benefit.

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 Description and will solely responsible for the cost of any maintenance, repair, or replacement of the SOM/DTMB owned equipment.
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 Description.
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, once invoiced. The reimbursement amount will be based on SOM/DTMB's usage.
4. SOM/DTMB will reimburse the Local Public Entity for the full cost of relocations done solely or primarily for its benefit, once invoiced.
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 Description.

IV. PAYMENT

- a. Unless otherwise agreed, repair and/or relocation charges will be invoiced to SOM/DTMB when incurred by the Local Public Entity and paid by SOM/DTMB 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 Description 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. Nothing contained in this Agreement prohibits the Local Public Entity from entering into agreements to sell additional excess broadband capacity to other entities as long as such agreements do not substantially and improperly interfere with SOM/DTMB's use or exceed 25% of the LCISD's excess broadband capacity.
- c. The Local Public Entity makes no representation or warrants that the fiber or broadband capacity meets the intended use of SOM/DTMB.
- d. The parties must agree upon the timing of the performance of any planned maintenance that would affect network access for SOM/DTMB or the use of the network by any other parties.
- e. 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.
- f. Except as provided in this section, the Local Public Entity makes no warranties, express or implied, under this Agreement and specifically disclaims any warranty of merchantability or fitness for a particular purpose. The Local Public Entity does not warrant that the services will be uninterrupted or error-free, or that the services will meet SOM/DTMB'S requirements or that the services will prevent unauthorized access by third parties.

- g. This Agreement is governed by and construed in accordance with the laws of the State of Michigan without reference to its choice of law principles.
- h. 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.
- i. This Agreement may be amended with the written mutual consent of the parties.
- j. This Agreement may be signed in counterparts, each of which has the force of an original, and all of which constitute one document.
- k. Each Party represents that it has the power to enter into this Agreement and that the person signing the Agreement has the authority to bind its respective Party.

This Agreement has been executed by the parties on the dates shown below.

SIGNATURE PAGES FOLLOW

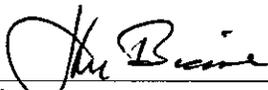
Lapeer County Intermediate School District



Signature
STEVEN ZOTT SUPERINTENDENT
Print Name and Title

Date 10/31/11

Lapeer County, Michigan



Signature
John Biscoe Adm/Cnt.
Print Name and Title

Date 10/31/11

Lapeer County Intermediate School District



Signature
Steven A. Zott, Superintendent

Print Name and Title

Date 12/24/11

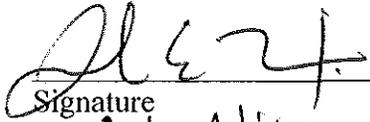
Lapeer County, Michigan

Signature

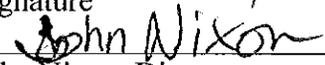
Print Name and Title

Date _____

State of Michigan
Department of Technology, Management and Budget



Signature



John Nixon, Director

11-18-11

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 Local Public Entity grants to SOM/DTMB an IRU for two (2) strands of single mode fiber in the following fiber routes and defined as follows:

Route 1 - From the head end at 2332 West Genesee to DOC Thumb Correctional Facility, 3225 John Conley Dr., Lapeer, Michigan.

Route 2 - From the head end at 2332 West Genesee to DHS County Office, 505 Suncrest, Lapeer, Michigan.

Route 3 - From the head end at 2332 West Genesee to MSP State Police Post, 975 South Main, Lapeer, Michigan.

Route 4 - From the head end at 2332 West Genesee to Lapeer County Building, 255 Clay, Lapeer, Michigan.

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

Local Public Entity
Chuck Madden, Technology Services
Education and Technology Center, 690 N. Pleasant Rd., Attica, MI 48412
(810)664-1124
cmadden@lcisd.k12.mi.us

Local Public Entity
John Biscoe, Lapeer County Controller/Administrator
255 Clay Street, Lapeer, MI 48446;
(810) 667-0366.
jbiscoe@lapeercounty.org

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: 517/242-094** **Office: 517/241-7565**

Incident Reporting.

The party discovering a security incident will report it in accordance with its incident reporting procedures

Incident Reporting; Both parties must:

- Notify their designated technical counterparts immediately by telephone or e-mail when a security incident is detected;
- Disseminate intrusion detection alerts to respective counterparts for all subnets within the scope of this ISA;
- Block inbound and outbound access for any SOM or Non-SOM 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 Description

Network Overview

Detailed Network Interconnection and Security Configuration (by location)

- a. Local Public Entity hours of operation by location:
 1. Head end at 2332 West Genesee, Lapeer, Michigan: 24/7 x 365.
 2. DOC Thumb Correctional Facility, 3225 John Conley Dr, Lapeer, Michigan: 24/7 x 365.
 3. DHS County Office, 1505 Suncrest, Lapeer, Michigan; 8-5 x Monday-Friday.
 4. MSP State Police Post, 975 South Main, Lapeer, Michigan; 8-5 x Monday-Friday.
 5. Lapeer County Building, 255 Clay, Lapeer, Michigan; 8-5 x Monday-Friday.

Network Interconnectivity: Agreements and Responsibilities.

a. Demarcation of Networks.

1. SOM 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, 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 equipment required for the interconnection.

b. Co-Location Requirements

1. Rack space requirements will be specified by the co-location design, and dependent 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 dependent upon network needs
4. Air Conditioning and temperature control specifications and ventilation requirement will be specified by the co-location design, and dependent 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

c. 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”) and *Local Publically Funded Agency* (“Local Public Entity”) are for the express purpose of exchanging data between the SOM and the Local Public Entity and for the cooperative and collaborative use of network resources.

2. System Security Considerations

General Information/Data Description. The interconnection between SOM and Local Public Entity is a two-way path.

- Services Offered. No user services are offered.

3. Network Management; both parties must:

- Ensure that this interconnection is completely isolated from the Internet.
- 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.
- Renegotiate this ISA before any changes are implemented;
- Report planned technical changes to the network architecture that affect the interconnection, via communication protocols as outlined in Section 4, below.
- Notify the respective SOM/DTMB and Local Public Entity points of contact when access is no longer required.
- Prohibit new interconnections unless expressly agreed upon in a modification to this ISA and signed by both parties.

4. Communication/Information Security Points of Contact; both parties must:

- 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;
- 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;

- Inform their counterpart promptly of any change in technical point of contacts and interconnections.
5. Communication/Information Security Points of Contact; SOM/DTMB must:
- Inform their counterpart promptly of any change in technical point of contact and interconnection
 - 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 requirements.
6. Communication/Information Security Points of Contact; Local Public Entity shall
- designate an Information Security point of contact, who must act on behalf of the Local Public Entity and communicate all Information Security issues involving the Local Public Entity network to SOM via the SOM point of contact
7. Firewall (access control) rules
- Firewall rules negotiated based on interconnection and application needs
8. Network monitoring capabilities
- Network monitoring will be limited to ICMP at the network demarcation points
9. Demarcation point locations (rooms, closets) will be physically secured and access restricted to SOM and Local Public Entity's authorized staff or SOM and Local Public Entity's authorized and designated contractors or vendors.
10. Audit Trail Responsibilities.
- 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

I. Recurring costs

1. There are no recurring costs in this Agreement.

II. Non-Recurring cost

1. There is a non-recurring cost of \$22,523.88 for the construction of the fiber cable to connect the Thumb Correctional Facility, the Michigan State Police post and the Department of Human Services to head end located at 2332 West Genesee Road, Lapeer, Michigan.
2. There is a non-recurring cost of \$6,000.00 for the access, maintenance and repair of the fiber optic cables connecting the Thumb Correctional Facility, the Michigan State Police post and the Department of Human Services to head end located at 2332 West Genesee Road, Lapeer, Michigan for the entire term of this Agreement.