



BOARD OF COMMISSIONERS

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Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

ADMINISTRATIVE SERVICES COMMITTEE

WEDNESDAY, FEBRUARY 10, 2010

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Adoption of Agenda, **AS AMENDED, TO INCLUDE #8, 9 AND 10**
4. Approval of Minutes dated December 9, 2009 (previously distributed)
5. Public Participation
6. Contract Between Clerk/Register of Deeds and ACS, Inc. to Improve Official Indexing for Register of Deeds (mailed)
7. Presentation on Government Financial Transparency Reporting (mailed)
8. Plan for 2010 Volunteer Recognition Program (attached)
9. Approve Transfer of Funds Currently Budgeted for Volunteer Recognition Program and Student Government Day to 2010 Greens Schools Program (attached)
10. Support Macomb County's Participation in National "Bring Your Child to Work Day" (attached)
11. New Business
12. Public Participation
13. Adjournment

MEMBERS: Vosburg-Chair, Sauger-Vice-Chair, Brown, J. Flynn, Mijac, Szczepanski, Camphous-Peterson, Accavitti, Lampar and Gleleghem (ex-officio)

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzij - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
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Brian Brdak - District 14
Keith Renger - District 15
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Paul Gleleghem
District 19
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Ed Bruley - District 17
Dana Camphous Peterson - District 18
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Frank Accavitti Jr. - District 22

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William A. Crouchman - District 23
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Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: RECEIVE AND FILE THE CONTRACT BETWEEN THE CLERK/REGISTER OF DEEDS AND ACS TO IMPROVE THE OFFICIAL INDEX BY CONTRACTING WITH ASC, INC. FOR REGISTER OF DEEDS INDEXING SERVICES AT A COST OF \$1.50 PER DOCUMENT. ALL COSTS WILL BE PAID FROM THE REGISTER OF DEEDS AUTOMATION FUND, WHICH WAS CREATED SOLELY TO PROVIDE FUNDING TO IMPLEMENT IMPROVEMENTS IN SERVICE LIKE THIS, AND WHICH IS CREATED NOT FROM THE GENERAL FUND, BUT FROM REGISTER OF DEEDS FILING FEES.

Background:

The Macomb County Clerk/Register of Deeds selected ACS, Inc. in 1994 after a competitive bid process. (It was named BCS, Inc. at that time.) ACS, Inc. provides the computer system that digitally scans, images, indexes, retrieves, and posts to the Internet all real estate documents.

The register of deeds "index" is the roadmap used to locate real estate documents. It is important that the index be accurate.

ACS, Inc. has optical character recognition technology and other technology to make indexing legal documents more accurate and efficient.

The contract was reviewed by Corporation Counsel.

A copy of the contract is attached.

A few years ago ACS, Inc. was retained by the Clerk/Register of Deeds to redact all Social Security numbers from public images to protect the privacy of Macomb County residents and protect against identity theft.

INTRODUCED BY: COMMISSIONER KATHY VOSBURG, CHAIRPERSON
ADMINISTRATIVE SERVICES COMMITTEE

COMMITTEE/MEETING DATE: 02-10-2010



**INFORMATION TECHNOLOGY AGREEMENT
ACS Enterprise Solutions, Inc.**

Macomb County, MI Register of Deeds

This is an agreement for information technology services ("Agreement") by and between **ACS Enterprise Solutions, Inc.** ("ACS"), a Delaware corporation, and **Macomb County, MI Register of Deeds** ("Client"). ACS and Client (each individually a "party" and collectively the "parties") agree as follows:

- 1. SERVICES** ACS agrees to perform for Client services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement. ACS agrees not to outsource any data entry work, including but not limited to indexing, to be done under this agreement to workers located out of the United States for the duration of this agreement.
- 2. TERM** This Agreement shall become effective on the date that the last party executes this agreement by affixing and dating its signature (the "Effective Date") and shall remain in effect for a period of five (5) years from the date installation and training are completed and live operation of the system by the County commences, unless otherwise extended or terminated by the parties in accordance with the provisions of this agreement (the "Term").
- 3. PAYMENT** Client agrees to pay ACS for the Services in accordance with the provisions for payment set forth in Schedule A. ACS shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt. The date of payment shall be the date the check is mailed, as evidenced by the postmark. Client also agrees to pay late charges of one and one half percent (1.5 %) of any balance due to ACS that is outstanding for more than thirty (30) calendar days.
- 4. EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A and are subject to any limits set forth in Schedule A. ACS will bear sole responsibility for all other expenses incurred by ACS in connection with the performance of the Services. Expenses will be listed in each invoice. Upon request, ACS will support a request for reimbursement of expenses (other than *per diem* allowances) with receipts or other reasonable documentation.
- 5. SALES AND USE TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under to this Agreement. ACS may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt.
- 6. PROPRIETARY INFORMATION** ACS acknowledges that, in the course of performing the Services, the ACS may have access to proprietary and confidential information of Client. Therefore, the parties have signed (or will sign contemporaneous with execution of this Agreement) and will be bound throughout the Term of this Agreement by a standard ACS Nondisclosure Agreement, which is attached to and incorporated in this Agreement by reference as Schedule B.

7. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. ACS and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. ACS shall not be restricted from performing services for others and shall not be bound to Client except as provided under this Agreement.

8. PRODUCT AND SYSTEM OWNERSHIP AND RIGHTS The Services provided under this Agreement may include technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trade marks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by ACS, ACS employees, or by the authorized agents or subcontractors of ACS as a part of the Services, including derivative works (individually and collectively "ACS Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in ACS Intellectual Property shall vest solely in ACS. Client understands and agrees that all ACS Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of ACS. The provisions of this Section shall survive termination of this Agreement.

9. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client, whether prepared by Client or ACS or otherwise coming into the possession of ACS in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

10. RESPONSIBILITY FOR DATA BACKUP ACS is responsible for backing up all images, data and software placed onto the ACS system.

11. PERFORMANCE AND PRODUCT WARRANTIES ACS warrants that: (a) performance of the Services will not violate any agreement or obligation between ACS and any third party; and that (b) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards. Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; *force majeure* events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party. The provisions of this Section shall survive termination of this Agreement.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED.

12. NOTICE OF DELIVERY OR PERFORMANCE PROBLEMS If ACS encounters or anticipates difficulty in performing any of the Services under Schedule A, or meeting any other performance obligations under this Agreement or in complying with the terms or conditions of this Agreement, or has knowledge that any actual or potential situation or event will or is reasonably likely to cause interference with or delay the timely performance of the Agreement, ACS will notify Client immediately, identifying the problem(s) and the corrective action(s) that will be taken. Client agrees to cooperate with ACS in addressing any difficulties or delays caused in whole or in part by circumstances in control of Client or any third party, including delay in the agreement to specifications for Services or change orders required to meet Client requirements.

13. TORT AND PROPERTY DAMAGE CLAIMS Each party shall defend, indemnify, and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

14. INSURANCE If ACS performs any of the Services on Client premises, ACS agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, ACS will provide evidence of coverage on a standard ACORD form certificate of insurance.

15. LIMITATIONS OF LIABILITY NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. ACS SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT.

CLIENT ACKNOWLEDGES THAT ACS HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO ACS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY FIVE PERCENT (25%) OF THE FULL PRICE OF THE SERVICES PERFORMED UNDER THIS AGREEMENT.

16. TERMINATION FOR BREACH OR DEFAULT BY ACS If ACS materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to ACS of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of any ACS-owned materials no later than the effective date of termination and return the any ACS-owned materials to ACS within thirty (30) calendar days after termination.

17. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, ACS may terminate this Agreement for breach. Termination by ACS shall be effective upon written notice to Client. Client agrees to discontinue use of any ACS-owned materials no later than the effective date of termination and return any ACS-owned materials to ACS within thirty (30) calendar days after termination.

18. TERMINATION WITH NOTICE Either party may terminate this Agreement at the end of the Term or any Extended Term by providing ninety (90) calendar days written prior notice to the other party of the non-renewal of the Agreement.

19. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed (first class postage prepaid) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee or related information.

To ACS:

2800 West Mockingbird Lane
Dallas, Texas 75235

Attn: Hubert P. Auburn

Telephone: 214-956-6365
Facsimile: 214-902-5058

To Client:

ACS Service Solutions, Inc.
Macomb County Clerk & Register of Deeds
10 N. Main Street
Mount Clemens, MI 48043

Attn:

Telephone:
Facsimile:

20. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other

than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

(a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.

(b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of ACS and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.

(c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

21. HEADINGS The section HEADINGS used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

22. NON-SOLICITATION OF EMPLOYEES Neither party shall, without the prior written consent of the other party, knowingly solicit, recruit, hire, or otherwise employ or retain any employee of the other party who is performing or has performed any of the Services under this Agreement during the Term of this Agreement. This restriction includes former employees of ACS who have performed any of the Services during the term of this Agreement. This restriction shall survive the termination or expiration of this Agreement for a period of one (1) year. The provisions of this Section shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee or former employee of the other party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

23. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

24. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. ACS may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of ACS. Any other attempt to make an assignment without prior written consent of the Client shall be void. ACS may provide for the delivery of all or part of the Services through the use of subcontractors.

ACS shall notify Client of work being performed by any subcontractor who performs work on the premises of Client and shall ensure that the same insurance requirements that apply to ACS under this Agreement apply to and are complied with by that subcontractor.

25. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

26. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of ACS; or solicitation of ACS employees or business customers may not be adequate for protection of ACS, and accordingly ACS shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

27. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

28. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Michigan, without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought in any court of competent jurisdiction.

29. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work, the Nondisclosure Agreement, and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of ACS and the Client have executed this Agreement.

ACS Enterprise Solutions, Inc.

Macomb County, MI Register of Deeds

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A STATEMENT OF WORK

This Statement of Work is incorporated in the Information Technology Agreement (“Agreement”) by and between Government Records Services, Inc. (“ACS”) and Macomb County, MI Register of Deeds (“Client”).

A. SCOPE OF SERVICES

ACS RESPONSIBILITIES

ACS shall perform the following Services for Client:

1. Scanned recorded daily documents will be stored in a indexing folder
2. ACS indexers will logon to Macomb system and index documents stored in indexing folder.
3. From the digital image, ACS personnel examine each document, and create all required index entries for each document.
4. ACS index verification staff reviews the indexed lines and the corresponding digital image and compare them. This comparison by specially trained personnel provides a careful, line-by-line audit of the first operator’s accuracy and completeness in indexing each document.
5. Types of information verified include:
 - Names of Parties.
 - Recorded Date.
 - Volume and Page.
 - Location.
 - Instrument Number.
 - Instrument Type.
 - Other Information Pertinent to the Specific Document Type.

As well as checking the index entries for obvious errors (misspelled names, incorrect book/page numbers, etc.), ACS staff will verify that your stated indexing conventions are being followed (for example, correct entries for names that contain embedded spaces or corporation names that include numbers).

6. At this point, all indexed batches are reviewed by an ACS supervisor assigned to the project. If any problems or questions exist, the supervisor resolves them jointly with ACS staff. If any incomplete documents exist ACS supervisor will email document numbers and brief description of the issue to Macomb staff for resolution. Any necessary corrections are input by the operator, and the information in the batch is considered to be in final form.

7. The index data is now ready for release to you, and accessible through search terminals.

8. Turnaround –

- Daily Indexing of documents keyed by ACS

Daily Volume	Turnaround
450 Documents	24-36 Hours after release for indexing by Macomb
451 and above	24-48 Hours after release for indexing by Macomb

- Daily Electronic filed documents - Loading and indexing of documents filed through exchange will continue to be completed at the current turn around time 24-48 hours and will be indexed prior to normal daily documents.

- Bulk Transmission Treasurers documents will be indexed by ACS staff when the images are created. Treasurer documents indexing will be done along with the daily work but will be scheduled for release to Macomb staff depending on volume of documents created. A 24-48 hour turnaround will not apply to these documents.

CLIENT RESPONSIBILITIES

B. PAYMENT AND RATES

Indexing Services:

\$1.50 per document

SCHEDULE B NONDISCLOSURE AGREEMENT

This mutual nondisclosure agreement ("Agreement") is made by and between **ACS Enterprise Solutions, Inc.**, 8260 Willow Oaks Corporate Dr., Fairfax, VA 22031 ("ACS") and Macomb County, MI Register of Deeds ("Client").

During the Term of this Agreement, ACS and Client (the "parties") understand and agree that either or both parties may disclose to the other party trade secrets or other information of a confidential and proprietary nature ("Proprietary Information") including, but not limited to, business plans, financial information, marketing and sales information, contractual information, technical data and concepts, and operational information related to:

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

1. TERM This Agreement is effective on INSERT DATE ("Effective Date") and shall remain in effect for NUMBER OF (##) DAYS/MONTHS/YEARS ("Term"), unless extended or terminated earlier accordance with the provisions of this Agreement.

2. CONTINUING OBLIGATIONS The obligations of the parties under this Agreement shall remain in effect for three (3) years after the termination or expiration of this Agreement unless this Agreement is incorporated in a subsequent contract, subcontract, or other definitive agreement between the parties, in which case the obligations under this Agreement shall extend for three (3) years beyond the term of that subsequent agreement and any extension or amendment of that agreement.

3. DISCUSSIONS CONFIDENTIAL In addition to the content of disclosures made under this Agreement, the fact *per se* that the parties are communicating about the Proprietary Information shall be deemed to be Proprietary Information and neither party shall disclose this fact except in accordance with the terms of this Agreement, as modified by any subsequent teaming agreement or subcontract, or by mutual agreement.

4. IDENTIFICATION OF PROPRIETARY INFORMATION At the time of disclosure, the disclosing party shall clearly label any written or tangible material that is considered to be Proprietary Information by the disclosing party. Oral information shall not be subject to any nondisclosure obligation under this Agreement unless identified as proprietary or confidential at the time of disclosure, and unless that oral information (or a reasonable description or summary of the contents of the oral information) is reduced to writing within three (3) business days after disclosure. Those individuals identified in Section 18 of this Agreement ("Notices to Parties") shall be responsible for receipt of the written summary of oral Proprietary Information for their respective party.

5. OWNERSHIP OF PROPRIETARY INFORMATION No title, license, intellectual property rights, or any other right of ownership or use shall be granted (expressly, by implication, or by estoppel) to the receiving party under any patent, trademark, copyright, or trade secret owned or controlled by the disclosing party by the disclosure of Proprietary Information.

6. OBLIGATIONS OF THE RECEIVING PARTY In addition to the duties imposed by criminal and civil statutes (including applicable state trade secrets laws, federal patent and copyright law, applicable import and export control laws and regulations, and the Economic Espionage Act), the party receiving Proprietary Information shall exercise all reasonable care to preserve and protect the Proprietary Information from any unauthorized use, disclosure, or theft. Proprietary Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement.

For purposes of this Agreement, "reasonable care" shall be at least the same level of care and discretion that is used by the receiving party to protect its own trade secrets or other confidential information. In any event, the receiving party shall be non-negligent in handling the Proprietary Information disclosed by the other party. The receiving party shall restrict access to the Proprietary Information to only those personnel of the receiving party who directly participate in the activities covered by this Agreement. In addition, the receiving party shall take reasonable steps to ensure that access to the Proprietary Information is restricted to those persons who "need to know" the Proprietary Information in order to participate in the discussions or other activities covered by this Agreement.

The receiving party shall notify the disclosing party, in writing, promptly after the receiving party becomes aware of any unauthorized use, disclosure, or theft of the Proprietary Information and shall identify the receiving party's actions to contain and prevent further unauthorized use, disclosure, or theft of the Proprietary Information.

7. RELIANCE ON PROPRIETARY INFORMATION Each party understands and agrees that the provision of Proprietary Information by the other party under this Agreement does not include, establish, or otherwise provide any express or implied representation or warranty as to the accuracy or completeness of the disclosing party's Proprietary Information. Each party expressly disclaims any and all liability that may be based on the receipt or use of the Proprietary Information, including any errors or omissions, unless that Proprietary Information becomes subject to representations and warranties set forth in a teaming agreement, contract, subcontract, or other definitive agreement between the parties.

8. LEGAL PROCESS If a subpoena or other legal process concerning any Proprietary Information is served upon a receiving party, the receiving party shall notify, in writing, the disclosing party promptly upon receipt of the subpoena or other legal process. The receiving party shall cooperate with any lawful effort by the disclosing party to contest the validity of the subpoena, to seek a protective order, or to pursue other legal process to protect the Proprietary Information. The receiving party shall at all times limit the disclosure of Proprietary Information to that which is required by law or legal process.

9. PUBLICLY AVAILABLE INFORMATION The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was publicly known, was publicly disclosed in a patent or copyright issued to the disclosing party (subject to applicable intellectual or industrial property law rights and limitations), was provided to the government without restricted rights, was in the public domain as a matter of law, or was available through no breach of this Agreement by the receiving party.

10. INFORMATION KNOWN TO RECEIVING PARTY The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was already legally known to the receiving party prior to receipt from the disclosing party.

11. INDEPENDENTLY DEVELOPED INFORMATION The receiving party shall not be liable for the use or disclosure of any Proprietary Information if that Proprietary Information was independently developed by the receiving party without breach of this Agreement.

12. THIRD PARTY SOURCE The receiving party shall not be liable for use or disclosure of any Proprietary Information if the Proprietary Information was obtained from a third party, and the third party had an unrestricted right to disclose the Proprietary Information at the time the information was disclosed.

13. RETURN OR DESTRUCTION OF PROPRIETARY INFORMATION Upon termination or expiration of this Agreement, or upon request of the disclosing party, the receiving party shall return to the disclosing party all Proprietary Information received during discussions or performance of work under this Agreement. The disclosing party may direct in writing that the receiving party destroy all copies and documentation of all or any part of the Proprietary Information and may require certification of the destruction by the receiving party. If a party makes or prepares notes or other written information while participating in activities under this Agreement, that party shall also give to the disclosing party or destroy all of the notes or other written information that contain or describe the other party's Proprietary Information.

14. WAIVER Any delay or failure by either party to insist upon strict performance of any obligation under this Agreement or exercise any right or remedy under this Agreement shall not be a waiver of that party's right to demand strict compliance in the future, irrespective of the length of time for which the delay or failure continues. No term or condition of this Agreement shall be waived and no breach excused unless the waiver or excuse of a breach is in writing and signed by the party claimed to have waived or excused. No consent or waiver to or of any right, remedy, or breach shall constitute a consent to or waiver of any other right, remedy, or breach in the performance of the same obligation or any other obligation under this Agreement.

15. INDEPENDENT PARTIES The parties to this Agreement are independent parties and neither shall act as an agent for or representative of the other party for any purpose. Nothing in this Agreement shall grant to either party any right to make commitments of any kind for or on behalf of the other without prior written consent of the other party. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Neither party shall have any obligation under this Agreement to purchase or otherwise acquire any service or item from the other party.

16. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

17. HEADINGS The HEADINGS used in this Agreement are merely for reference, have no independent legal meaning, and impose no obligations or conditions on the parties.

18. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be delivered by hand or mailed (first class postage prepaid) to the person indicated below, unless either party notifies the other party, in writing, of a change in the designated addressee:

To ACS:
ACS Service Solutions, Inc.
2800 West Mockingbird Lane
Dallas, Texas 75235
Attn: Contracts

To: Macomb County
Macomb County Clerk & Register of Deeds
10 North Main Street
Mount Clemens, MI 48043
Attn: NAME OF CONTACT

19. INJUNCTION AND OTHER REMEDIES Each party acknowledges that if the receiving party breaches its nondisclosure obligations under this Agreement, the disclosing party will not have an adequate remedy at law. Therefore, the disclosing party shall be entitled to seek an immediate injunction against an alleged breach or anticipated breach of this Agreement from any court of competent jurisdiction. The right to seek and obtain injunctive relief shall not limit the disclosing party's right to pursue other remedies. All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

20. GOVERNING LAW AND VENUE This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Michigan, without reference to the principles of conflict of laws or Michigan conflict of laws rules. Legal action solely for injunctive relief may be brought in any court of competent jurisdiction.

21. ENTIRE AGREEMENT AND ASSIGNMENT This Agreement shall be binding on the parties and their successors and assigns. Neither party may assign or otherwise transfer this Agreement or any rights, duties, or obligations under this Agreement without the prior written consent of the other party. The contents of this Agreement constitute the entire understanding and agreement between the Parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The provisions of this Agreement shall not be amended except by written agreement signed by both parties.

IN WITNESS WHEREOF the authorized representatives of the parties execute this Agreement:

Macomb County, MI Register of Deeds

ACS Service Solutions, Inc.

Authorized Signature

Hubert P. Auburn

Name and Title (Type/Print)

Hubert P. Auburn / Vice President

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Receive and file a presentation on government financial transparency reporting showing how tax dollars are spent and revenues received.

INTRODUCED BY: Commissioner Kathy Vosburg, Chairperson –Administrative Services Committee

There will be a demonstration of the City of Palm Bay, Florida’s new website on financial transparency (Open.PalmBayFlorida.org). Representatives from the Finance and Information Technology Departments will be present at the meeting to answer any questions.

COMMITTEE/MEETING DATE

Administrative Services – February ¹⁰ 2010

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO receive and file the plan for the 2010 Volunteer Recognition Program

INTRODUCED BY: Kathy Vosburg, Chair, Administrative Services Committee

COMMITTEE/MEETING DATE
Administrative Services 2-10-10

Macomb County Volunteer Recognition Program 2010

1. Press release issued announcing opening of volunteer nomination period.
2. Nomination form and Criteria List to be posted on county Web site.
3. Online interactive Nomination Form to be submitted to Myra.
4. Due date for submissions is 5 p.m. on Friday, March 26, 2010.
5. Database with all nominees created.
6. Selection Committee to review and select 4 honorees per commissioner district by April 5.
7. Commissioners to be notified and certificates/tributes prepared.
8. Press release announcing honorees issued April 20, 2010.
9. List of winners to be entered as receive and file item for Admin. Services meeting held April 21, 2010.
10. Commissioners to deliver certificates/tributes personally or have staff mail.

News

DRAFT



Macomb County
Board of Commissioners

FOR IMMEDIATE RELEASE
February XX, 2010

Contact: Patti Dib
586-469-5125

Board of Commissioners seeks volunteers to honor

MOUNT CLEMENS, Mich. – The Macomb County Board of Commissioners is seeking nominations of county residents who made a difference in the community by giving their talents and time to volunteer. Those who donate at least 150 hours of their time to an organization or cause are eligible for recognition. Nominees must be a resident of Macomb County, but their work may be performed anywhere in southeast Michigan.

“Volunteers make our community stronger,” said Commissioner Kathy Vosburg, chair of the Administrative Services Committee. “Because of the efforts of our many volunteers, Macomb County continues to be a great place to live, work and play.”

Of those nominated, 100 of the most outstanding volunteers will be selected and recognized at an Administrative Services Committee meeting held during National Volunteer week.

“We appreciate those people who step forward to help, particularly in these times of great need,” said Paul Gielegem, chairman of the Board of Commissioners.

Nominations must be submitted by March 26, 2010. While most nominations come from churches, schools, hospitals, charitable organizations, civic, veteran, and senior groups that know a special person whose efforts made a difference, anyone is eligible to submit a potential honoree.

Nomination criteria, applications and more information is available online at www.macombcountymi.gov or by calling 586-469-5125.

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**MACOMB COUNTY BOARD OF COMMISSIONERS
VOLUNTEER RECOGNITION NOMINATION FORM**

*(Please **Print or Type** All Information Requested)*

NOMINATIONS MUST BE SUBMITTED BY: March 26, 2010

(Name of Volunteer Being Nominated)

Volunteer's Home Address

City

State

Zip

Phone

Alternate Phone

Email address

Name & Address of organization to which volunteer hours were performed

Duties performed

Number of hours volunteered for organization

(Name of Nominating Organization or Individual)

Address

City

State

Zip

Contact Person

Title

Phone

Alternate Phone

Email address

Please attach an explanation, in **100 words or less**, explaining why this individual should be recognized as one of Macomb County's Volunteers of the Year.

MACOMB COUNTY BOARD OF COMMISSIONERS

VOLUNTEER RECOGNITION AWARD 2010 NOMINATING CRITERIA

1. The volunteer **MUST BE** a resident of Macomb County, although their volunteer work may be performed anywhere in southeastern Michigan.
2. Volunteers nominated **MUST BE** 18 years of age or older.
3. Volunteers **MUST** have performed at least 150 hours of service during calendar year 2009. (This service must have been performed without remuneration.)
4. Outstanding accomplishments and/or long-time service should be highlighted.
5. Volunteer nominations are valid only if submitted on the Volunteer Recognition Award Application provided. **The application must be legible.**
6. Volunteers who have received this award **in the past ten years are not eligible.**
7. All Volunteer Recognition Award Applications **MUST BE** received by 5 p.m. on **Friday, March 26, 2010.**

IMPORTANT

Deadline for submitting Nominating Applications is **Friday, March 26, 2010.**

Nominations may be submitted online through the county web site www.macombcountymi.gov

Email submissions to: myra.coryell@macombcountymi.gov

Fax submissions to: 586-469-5993

Mail or deliver submissions to:
Macomb County Board of Commissioners
County Administration Building
Attention: Volunteer Award Committee
1 S. Main Street, 9th Floor
Mount Clemens, Michigan 48043

If you have questions or need a Nomination Form, please contact the Macomb County Board of Commissioners at 586-469-5125.

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO approve the transfer of funds currently budgeted for the Volunteer Recognition Program (\$500) and Student Government Day (\$250) to the 2010 Green Schools Program for the purpose of purchasing flags to award schools achieving Official Green Schools status and forward to the Budget Committee

INTRODUCED BY: Kathy Vosburg, Chair, Administrative Services Committee

COMMITTEE/MEETING DATE
Administrative Services 2-10-10

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO support Macomb County's participation in the National "Bring Your Child to Work Day" to be held on Thursday, April 22, 2010, per the attached guidelines

INTRODUCED BY: Kathy Vosburg, Chair, Administrative Services Committee

*Note: 40 employees participated in 2009

COMMITTEE/MEETING DATE

Administrative Services 2-10-10

Department Heads:

The Board of Commissioners is supporting Macomb County's participation in the National "Bring Your Child to Work Day." This event provides children with a hands-on view of the parent's workplace, job duties, and an overall sense of the variety of jobs that are available in the workforce. **This event will be held on Thursday, April 22, 2010.**

Each Department Head will determine whether or not their individual department will participate. Obviously there are some departments where it would not be appropriate to have children present in the workplace.

If you determine that it is appropriate for your employees to participate in this event, please share the event details with them.

There are three (3) forms attached to this email that each employee must be provided in order to participate (in addition to any other requirement/restriction that you may deem necessary for your department). One of the forms requires your signature of approval as the department head. The other forms require the employee's signature.

All three (3) forms need to be filled out and sent to Denise Krzeminski in the Human Resources Department by April 16, 2010.



Macomb County Guidelines National Bring Your Child to Work Day

On April 22, 2010, Macomb County observes the "National Bring Your Child to Work Day". This event provides children with a hand-on view of the parent's workplace, job duties, and a variety of the jobs that are available in the workforce.

GUIDELINES:

- ✓ Child must be at least 8 years of age.
- ✓ Only one child may accompany you to work.
- ✓ Child should wear clothes suitable for work/school.

1. **EMPLOYEES AND THEIR CHILD** shall adhere to the following guidelines:
 - a. **PARENTS** should use discretion in determining whether a child is mature enough to spend a day in the workplace.
 - b. **EMPLOYEES** shall request permission at least 1 week prior to the day of their participation.
 - c. **EMPLOYEES** are responsible for their child and shall be careful to ensure their presence is not disruptive to the work area and other employees; if child becomes a problem, the County reserves the right to send the child home.
 - d. **EMPLOYEES** shall perform their duties, notwithstanding their child's presence.
 - e. **CHILD** shall not be a passenger in a County vehicle.

2. **EMPLOYEES AND THEIR CHILD** shall observe appropriate safety and security measures. Restrictions include, but are not limited to the following:
 - a. **CHILD** shall not enter any secure facilities.
 - b. **CHILD** shall not read confidential material.
 - c. **CHILD** shall not perform any duties prohibited by law or regulation.
 - d. **EMPLOYEES** shall follow any other restrictions set by the supervisor
 - e. **EMPLOYEES** in an area with multiple participants may want to prepare a group "office tour" to:
 - ◆ Inform and show the children the purpose of the Department
 - ◆ Explain what their area is responsible for and how it interacts with other sections of County Government and
 - ◆ Answer any questions that the children may have.

EMPLOYEE NAME

DEPARTMENT

EMPLOYEE SIGNATURE

DATE

****SEND ORIGINAL ALONG WITH SIGNED PARTICIPANT REGISTRATION
FORM AND WAIVER TO HUMAN RESOURCES - Attn: Denise Krzeminski
BY FRIDAY, APRIL 16, 2010**



**Macomb County
"Bring a Child to Work Day" Event**

Participant Registration Form and Waiver

Child Participant Name _____ Age _____

Employee Name _____

Home Address _____

City _____

Zip Code _____

Work E-Mail _____

Telephone _____

Department _____

Approval Signature of Department Head

Date



**Waiver and Release of Liability for the
"Bring a Child to Work Day" Event on April 22, 2010**

1. I wish to participate in the "Bring a Child to Work Day" event. I understand that my execution of this Waiver and Release is a prerequisite for participation in the Event. I further understand that there are possible risks and dangers in participating in the Event.
2. I understand that in order to be allowed to participate in the Event, I agree to assume all risks and to release and hold harmless Macomb County and its officers, agents, employees, assigns, successors in interest, contactors, vendors (and their agents), agencies, sponsors, officials and volunteers, where the event takes place (collectively the "Released Parties").
3. I intend by this Waiver and Release to release, in advance, and to waive my rights and discharge all of the persons and entities mentioned above, from any and all claims for damages for death, personal injury or property damage which I may have, or which may hereafter accrue to me as a result of my participation in the Event, even though this liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangers or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.
4. I understand that I am solely responsible for my health and safety, and I acknowledge that I am physically capable of participating in this Event.
5. Should any portion of this Waiver and Release be judicially determined invalid, voidable or unenforceable, for any reason, such portion of this Waiver and Release shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provision of this Waiver and Release.
6. I have carefully read this waiver and Release and fully understand its contents. If I am under 18 years of age at the time of registration, my parent or legal guardian has completely reviewed this Waiver and Release, understands and consents to its terms, and authorizes my participation by his/her signature below. I am aware that this is a RELEASE OF LIABILITY and a contract between me and the persons and entities mentioned above and I sign of my own free will.

Printed Name of Child Participant

Signature (if 18 years of age or older)

Parent/Legal Guardian Signature

Date