

CLINTON COUNTY BOARD OF COMMISSIONERS

COURTHOUSE
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Kenneth B. Mitchell
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Adam C. Stacey

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Diane Zuker

RESOLUTION 2020-12 COMMITTING CLINTON COUNTY TO JOIN THE MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM (MPSCS) AND AUTHORIZING NECESSARY SIGNATURES ON AGREEMENTS FOR THE PROJECT

At a regular meeting of the Board of Commissioners of the County of Clinton, Michigan, held at the County Building in the City of St. Johns, Michigan on the 28th day of July, 2002, at 9:00 o'clock a.m. local time.

PRESENT: Commissioners Kam Washburn, David Pohl, Kenneth B. Mitchell, Robert Showers, Dwight Washington and Adam Stacey

ABSENT: Commissioner Bruce DeLong

It was moved by Commissioner Stacey and supported by Commissioner Mitchell that the following resolution be adopted.

Whereas, the Clinton County ("County") Board of Commissioners ("Board") is authorized under Michigan's Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act") and to operate a central dispatch system for emergency public services;

Whereas, the Board has established a central dispatch system that is a department of the County pursuant to the Act and to its 911 Plan enacted under the Plan ("Clinton Central Dispatch Department");

Whereas, the County is in the process of acquiring and implementing a radio system for the Clinton County Central Dispatch Department that will be integrated with the State of Michigan's emergency services radio agreement;

Whereas, the State of Michigan has proposed pre-integration and integration agreements that will facilitate the integration of the County's and State's radio system including the co-location of certain facilities ("State/County Radio Integration");

Whereas, the County's civil counsel has reviewed and approves for execution the pre-integration and integration agreements with the State of Michigan and the County desires to empower its Administrator and

the Director of the Clinton Central Dispatch Department to execute other agreements necessary for the State/County Radio Integration subject to fiscal limitations'

Now, Therefore, Be It Resolved, that the Board hereby approves the pre-integration and integration agreements as approved by County counsel for execution by the Board's Chairperson and County Clerk and further approves any future agreement with the State of Michigan necessary for State/County Radio Integration provided that such agreement does not require a County expenditure in excess of \$5,000;

Be It Further Resolved, that the Board Chairperson, County Administrator, Clinton Central Dispatch Director and/or County Clerk shall execute all agreements approved or authorized under this resolution with the State of Michigan to facilitate the State/County Radio Integration.

YEAS: Commissioners Stacey, Washington, Showers, Mitchell, Pohl and Washburn

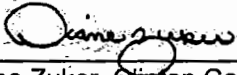
NAYS: None

ABSTENTIONS: None

ABSENT: Commissioner DeLong

RESOLUTION ADOPTED:

I, DIANE ZUKER, Clerk of the County of Clinton do hereby certify that the foregoing resolution was duly adopted by the Clinton County Board of Commissioners at the regular meeting held July 28, 2020 and is on file in the records of this office.



Diane Zuker, Clinton County Clerk

**MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM
INTEGRATION AGREEMENT WITH
CLINTON COUNTY CENTRAL DISPATCH**

This Michigan's Public Safety Communications System Integration Agreement, (Agreement) comprised of a Pre-Integration Section and Final Integration Section is entered between the State of Michigan, by its Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System (DTMB-MPSCS), whose address is 7150 Harris Drive, Lansing, MI 48909, and Clinton County Central Dispatch. (Member), whose address is 100 E. State St. Suite 1400, St. Johns, MI 48879. DTMB-MPSCS and Member together are referred to as the "Parties".

**PART I
PRE-INTEGRATION AGREEMENT**

WHEREAS, the DTMB-MPSCS manages and operates for the State of Michigan the Michigan's Public Safety Communications System (MPSCS), a statewide public safety communications system;

WHEREAS, the Member is implementing an 700/800 MHz Simulcast radio communications system and Dispatch Consoles System, by acquiring new equipment for existing communications facilities which will be integrated into the MPSCS for interoperability;

WHEREAS, the Member has independently evaluated mobile and portable radio communication coverage options and believes that it can enhance its mobile and portable radio coverage and/or capacity by integrating the Radio Sites into the MPSCS;

WHEREAS, DTMB-MPSCS desires to obtain enhanced MPSCS radio coverage and/or capacity, for portable and mobile communications, within the Radio Sites' coverage areas;

WHEREAS, Member will contribute 700/800 MHz radio channels and license those for which Member is individually authorized pursuant to Federal Communication Commission Licenses in deploying the Radio Sites;

WHEREAS, the Parties desire to enter into this Agreement to integrate the Radio Sites and MPSCS on an interoperable basis to achieve enhanced communications coverage and performance, in the geographic areas covered by each system. The pre-integration process will be initiated as provided in Part I and fully implemented as provided in Part II;

WHEREAS, the Parties agree that Part I is an independent agreement until, and if, Part II is entered, at which time the Parties agree that the terms and conditions of both Part I and II will be integrated into one controlling agreement as of Part II's effective date.

THEREFORE, the Parties agree to commence the technical process prerequisites to integrate the Radio Sites into the MPSCS (collectively “the Network”), including co-location of Member’s Electronics Equipment on MPSCS facilities in accordance with a MPSCS Co-location License Agreement between the Parties, for interoperable and enhanced communications coverage and performance in certain geographic locations within Member's corporate boundaries as follows:

1. DEFINITIONS FOR PURPOSES OF PART I OF THIS AGREEMENT.

A. 9-1-1 Dispatch Center—means a public safety radio communication center operated by the Member for emergency public safety dispatch purposes and integrated into the MPSCS for dispatching purposes.

B. Agreement—means this Integration Agreement, comprised of Parts I and II, including exhibits, attachments, renewals, or amendments.

C. Agreement Part I—means Part I of this Agreement, including its exhibits, attachments, renewals, or amendments.

D. Agreement Part II—means Part II of this Agreement, including its exhibits, attachments, renewals, or amendments.

E. Best Efforts—means the contractual obligation of the Parties to meet all the terms and conditions of this Agreement using every reasonable means available.

F. Communications Equipment— means the MPSCS or Radio Sites, comprised of towers; electronics equipment; ancillary equipment; equipment shelters; and supporting facilities.

G. Catastrophic Event—means a sudden failure of the Communications Equipment due to natural, manufacturer's defect, or other man-made force or event.

H. RESERVED

I. Dispatch Console System— means the physical Site that comprises a dispatch operating position, including but not limited to, computers that run dispatch software and interfaces that allow operators to access the network, control local auxiliary functions, a voice processor module, site controller, network switching and access equipment recorder all operated by the Member and integrated into the MPSCS.

J. DDP—means the Detailed Design Plan.

K. DTMB-MPSCS—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan’s Public Safety Communications System, which is the State of Michigan Department that manages and operates the MPSCS.

L. Electronics Equipment—means the Member's Communications Equipment located on Towers or in the Equipment Shelters and required for the operation of the Radio Sites.

M. Equipment Shelter—means the physical structure that houses the equipment that supports the operation of the Electronics Equipment.

N. Exhibit—means the attachments to Part I of this Agreement, which are incorporated into this Agreement and specify additional obligations as follows:

1. **Exhibit 1.A**—means required information to be included in the Detailed Design Plan (DDP).
2. **Exhibit 1.B**—means required information for approval to utilize integrated equipment for purposes other than testing.
3. **Exhibit 1.C**—means required information for finalization of the integration project.
4. **Exhibit 1.D**— means required documented approval to proceed in writing by MPSCS whether received via mail or email. The attached exhibit provides two example written notices: (1) the formal written signed Notice to Proceed, and (2) the unsigned Notice of Consent that may be sent via email correspondence with next step of Project.

O. FCC Licenses—means the radio broadcast licenses issued by the FCC to the State or the Member, as Licensees, and used for the MPSCS and/or the Radio Sites.

P. Insurable Event—means events not excluded from insurance coverage under any insurance maintained by the Member.

Q. Interoperability—means an essential communication link within public safety and public service communications systems that permits units from two or more different entities to interact with one another, and to exchange information according to a prescribed method in order to achieve predictable results.

R. Member—means Clinton County Central Dispatch, a Michigan political subdivision and includes its agencies, instrumentalities, boards, and commissioners, together with its officers, agents and employees, paid or volunteer.

S. MOA—means the Memorandum of Agreement between the Parties regarding the Member's credits for MPSCS fees based on the Member's investment in the Radio Sites and the benefit of enhanced coverage and Interoperability to the MPSCS.

T. Monitoring—means MPSCS actively monitoring the operational readiness of the Radio Sites integrated into the Network on a 24/7 basis via the NCC.

U. Motorola—means Motorola Solutions, Inc. the company that designed and constructed the MPSCS pursuant to its December 8, 1994 contract with the State.

V. MPSCS—means the Michigan’s Public Safety Communications System, a statewide public safety communications system.

W. MPSCS Member Subscriber Agreement—means the agreement between DTMB-MPSCS and the Member, granting it MPSCS member status. The MPSCS Member Subscriber Agreement specifies the MPSCS services provided to MPSCS members and the terms and conditions under which services are provided.

X. MPSCS Standards—means the standards for design, construction, and performance, as specified in: the contract between the State and Motorola; the MPSCS Emergency Management Plan; and the MPSCS Preventative Maintenance Schedule and the MPSCS Book of Technical Standards.

Y. Multicast Site—means an 800 MHz Multicast public safety communications system infrastructure, comprised of a tower, electronic equipment, ancillary equipment, equipment shelter, and supporting facility owned by Member and integrated into the MPSCS.

Z. Simulcast—means an 700/800MHz Simulcast public safety communications infrastructure, comprised of towers, electronics equipment, ancillary equipment, equipment shelters and supporting facilities owned by a Member and integrated into the MPSCS.

AA. Network—means the MPSCS and the Radio Sites when working together to support the integrated radio operations requirements of the Parties.

BB. NCC—means the MPSCS Network Communication Center, that controls and monitors the MPSCS.

CC. Point to Point Radio—means the Point to Point (PTP) microwave radio used to interconnect the Member’s Dispatch Console System to the MPSCS.

DD. Radio(s)—means control stations, consolettes, mobile, or portable radios, or any other radio frequency transmitter interface, to include 9-1-1 dispatch consoles all of which have a unique identification number programmed and operating on the System.

EE. Radio Trouble Report—means a form used to communicate radio or system problems or issues to the MPSCS.

FF. Radio Sites—means Member’s 700/800 MHz Simulcast radio communications system and Dispatch Console System which will be integrated into the MPSCS for interoperability.

GG. Seamless Roaming—means the ability of Radio Sites users' and MPSCS members' Radios to roam through the integrated Systems.

HH. Service Provider—means the contractor(s) retained by the Member to construct and/or maintain all or a portion of its Communications Equipment.

II. State—means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

JJ. Systems—means the MPSCS and the Radio Sites, each individually owned and operated by the State and the Member, respectively, and that together support the Parties' integrated radio operations.

KK. Systems' Grade of Service—means level of busies.

LL. Talkgroup—means a group of radio users that can share calls and messages as a group; a talkgroup comprises a group of users who have a need to communicate with each other.

MM. Talkgroup Prioritization Policy—means the MPSCS policy implemented to assure that at all times there is an appropriate prioritization of use on the Systems so that public safety users are given priority over general government users at times when either or both Systems experience an unacceptable level of busies.

NN. Testing—means all Acceptance Test Plans (ATPs) listed in this agreement, or the Detailed Design Review documentation.

OO. Tower(s)—means the communication towers owned by the Member; or the space on communication towers leased or licensed by the Member.

2. **CONSIDERATION.**

In consideration of the mutual covenants and benefits of Interoperability and Seamless Roaming for Radio Sites users and MPSCS members, the Parties agree to integrate the Radio Sites into the MPSCS, as an MPSCS enhancement, as provided in this Agreement and the MOA. Additionally, the Member retains DTMB-MPSCS to monitor, maintain and repair the Radio Sites in accordance with the terms and payment schedule in Part II of this Agreement.

3. **INITIAL TERM AND RENEWAL TERMS OF PART I.**

A. Term. The term of this Part I Agreement is for the duration of the Member's membership in the MPSCS, commencing on the effective date of its Member Subscriber Agreement.

B. Renewal Terms. The Parties may agree to extend this Agreement.

4. **RELATIONSHIP OF THE PARTIES.**

This Agreement is not intended to, and shall not constitute, create, or give rise to a joint venture, partnership or formal business association, organization or

relationship of any kind between the Parties. No employee, agent, or servant of either party shall be deemed to be an employee, agent or servant of the other.

Nothing in this Agreement shall be construed to express, or imply, that either party assumes any of the other party's obligations as owner of its Communications Equipment, or in any manner waives the State's governmental immunity.

5. RADIO SITES CONSTRUCTION AND MAINTENANCE SPECIFICATIONS.

In addition to attached Exhibits, the following documents are incorporated by reference into Part I of this Agreement.

A. The MPSCS Standards. Construction and maintenance of the Radio Sites shall comply with the most current MPSCS Book of Technical Standards. The Member agrees to obtain a formal exception (if needed) from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system to the Radio Sites.

B. Member Communications Equipment Documents. The following documents are required in addition to all documents in Exhibit 1.A:

1. Project schedule.
2. Statement of Work.
3. System descriptions.
4. Final design of backhaul system:
 - a. Microwave system description.
 - b. Microwave network maps.
 - c. Microwave path analysis for eachhop.
 - d. Microwave traffic engineering and IP network plan.
 - e. MPLS configuration plan.
 - f. Microwave path survey report with evidence of field validation of paths.
 - g. Frequency coordination submittals for FCC Part 101 licensing.
 - h. IP traffic plan.
 - i. DC power consumption data.
 - j. Traffic cutover plan.
5. Final design of land mobile radio system.
6. Equipment lists.
7. System block and level diagrams.
8. Drawings:
 - a. Site layout drawings.
 - b. Shelter floor plan drawings.
 - c. Tower elevation / antenna placement diagrams.
 - d. Antenna System diagrams, including combiners, tower top amplifiers and receiver multicoupler systems.
 - e. Rack elevation drawings.
9. Site equipment Information:
 - a. Power consumption data.
 - b. Site alarm definition.
10. DC power system description.

11. Testing plans:
 - a. Land mobile radio system factory acceptance test plan.
 - b. Backhaul system factory acceptance test plan.
 - c. Functional acceptance test plan.
 - d. Functional and operational system test plan.
 - e. Land mobile radio system field installation, inspection and test plan.
 - f. Backhaul system field test plan.
12. System administrator documentation and system programming parameters.
13. Final implementation plan.
14. Installed equipment inspections.
15. Training plan.
16. Final cutover plans.

6. COMMUNICATIONS EQUIPMENT REQUIREMENTS.

A. MPSCS Standards. The Member represents that the construction of its Radio Sites will meet or exceed MPSCS Standards, and in all respects the Communications Equipment shall be compatible with MPSCS' equipment and shall be configured in a manner similar to MPSCS' Communications Equipment. The Member agrees to obtain a formal exception from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system of its Communications Equipment.

B. Portable Radio Coverage. The Member acknowledges and agrees that DTMB-MPSCS makes no representations or makes any guarantees, or other assurances, that the Systems will enhance portable radio coverage based on the Member's benchmark test results.

C. Third Party Interference. The Parties acknowledge that actual RF coverage reliability from either of the Systems may become degraded on an intermittent basis, or over time, due to third party interference beyond the reasonable control of either party. The Parties agree to use their Best Efforts, working cooperatively, to document, address and eliminate third party interference through the use of applicable FCC dispute resolution processes.

D. Integration.

1. Network Use Limitation. The Parties acknowledge that the Radio Sites and MPSCS are for general government communication, including but not limited to, public safety communication purposes consistent with FCC licensing requirements. Use of the Network by Member for anything other than Land Mobile Radio (LMR) voice and data traffic must be approved by DTMB-MPSCS.
2. Integration Cost. Each party shall pay its own costs for integration and separation.
3. System Grade of Service. The Parties acknowledge that the Radio Sites and MPSCS communications can be degraded by the addition of radio traffic that exceeds the Systems' capabilities and causes an

unacceptable increase to the Systems' Grade of Service. Each party agrees to evaluate the Member's increased radio traffic impact to the MPSCS to avoid overloading. In the event there is potential for overloading, the Parties shall use their Best Efforts to determine the required solution. If in order to resolve overloading additional infrastructure and components (upgrades) are required to be added to the Radio Sites and/or the MPSCS, the Parties agree that the Member shall have the option to provide for the upgrades at the Member's sole cost.

7. THE MEMBER'S RESPONSIBILITIES.

Required Integration Project Deliverables. The Member shall provide all system integration proposals and Detailed Design Plans to DTMB-MPSCS as received through system integration engineering process.

DTMB-MPSCS will acknowledge receipt of the detailed design/proposal and review each within ten (10) business days. If proposed design or specific equipment does not meet MPSCS system standards or has the potential to negatively impact the MPSCS system or users, DTMB-MPSCS will work with Member and its Service Provider to resolve issues. When all technical requirements of the deliverable are mutually agreed upon by all parties, DTMB-MPSCS will provide Member a Notice to Proceed, Exhibit 1.D. The Member shall not integrate equipment that does not meet MPSCS standards or minimum requirements. The Member may choose to have the Service Provider submit deliverables to DTMB-MPSCS, provided the Member has reviewed and consented to that which is being submitted.

The Service Provider (Motorola) shall provide DTMB-MPSCS with the detailed Member pre-sale proposal. DTMB-MPSCS will not accept a high-level DDP Power Point. The pre-sale documents shall include all parts and equipment related to the system integration project.

1. Pre-Integration Review

The Member is responsible for obtaining and delivery of the final completed proposals from the Service Providers providing equipment and services for integration. The Member shall resubmit any proposals that are revised. The Member agrees to provide or facilitate additional details for clarification of the proposals if requested by DTMB-MPSCS. The Member agrees to allow DTMB-MPSCS full access to all technical documentation prior to entering into a contract with a service provider for the submitted proposal until DTMB-MPSCS and Member mutually and reasonably agree with all system design criteria. DTMB-MPSCS will not unreasonably withhold a Notice to Proceed. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's consent for the Member

to enter into the proposed contract with the Service Provider but does not require the Member to do so.

2. Detailed Design Review

The Member is responsible for delivery of a Detailed Design Plan (DDP) that provides details of the project implementation plan, design, connections, equipment, and configuration. The Member agrees to provide or facilitate additional details for clarification of the DDP if requested by DTMB-MPSCS. Information that a DDP should contain is described in Exhibit 1.A. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the final system design and for the Member's Service Provider to proceed with installation of the final design.

3. System Staging Testing and Acceptance

The Member is responsible for delivery of completed system staging acceptance testing documentation if applicable. The Member agrees that its contract with the Service Provider will prohibit the Service Provider from beginning integration of equipment covered by this Agreement into the MPSCS prior to receiving a Notice to Proceed from DTMB-MPSCS for this deliverable. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval to integrate the staged system and equipment into the MPSCS.

4. Go-Live Documentation and Acceptance

The Member is responsible for delivery of all documentation listed in Exhibit 1.A. A Notice to Proceed for this deliverable indicates all necessary documentation has been received by DTMB-MPSCS so that the integrated Systems and equipment can be properly maintained and supported as required for a live public safety communications system.

5. Final System As-Built Documentation

The Member is responsible for delivery of all documentation listed in Exhibit 1.C. The Member agrees that its contract with the Service Provider will require a Notice to Proceed from DTMB-MPSCS for this deliverable prior to the final contractual payment. A Notice to Proceed for this deliverable indicates all necessary documentation has been received by DTMB-MPSCS so that the project has been historically and technically documented.

6. Project Changes

The Member agrees that the contract with its Service Provider will prohibit the Service Provider from proceeding with any work or design that has not been agreed to by DTMB-MPSCS. If changes are required for previously approved system designs or project plans, the

Member shall submit the proposed changes for DTMB-MPSCS review and acceptance and issuance of a Notice to Proceed.

A Federal and State Licensing Requirements.

1. The Member shall obtain all appropriate approvals, registrations, permits, or primary licenses for operation of the Communications Equipment and frequencies licensed for the Member's geographic area, from the requisite agencies, including but not limited to, the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and the Regional Frequency Coordination Committee.
2. Both parties recognize the frequencies may change due to FCC mandates or optimization of MPSCS or Member.
3. The state-wide frequencies allocated by the MPSCS for use on any Member Tower(s) that are licensed to the State prior to this Agreement, will remain licensed in the name of the State of Michigan. All FCC licenses obtained for this Agreement will be licensed in the name of the State of Michigan for the duration of this integration.
4. The Member shall comply with all applicable pre-construction federal regulatory environmental requirements necessary to obtain approvals, permits or licenses as required pursuant to FCC Regulation 47 CFR 1.1301 – 1.1319. 3. Member acknowledges and agrees that it will be solely responsible for the resolution and correction of any regulatory omission or violation.

B Decision to Rebuild. In the event of a Catastrophic Event, Member may, at its sole discretion, build, relocate, change or abandon all or part of its Radio Sites at its sole cost. Member must issue a written notice to DTMB-MPSCS within thirty (30) days of a Catastrophic Event, summarizing the impact on the Radio Sites. Within ninety (90) days of the Catastrophic Event, Member must notify DTMB-MPSCS of its decision to either rebuild or abandon all or part of the Radio Sites.

C Suitability, Insurance, and Indemnification.

1. DTMB-MPSCS makes no representations as to the suitability of the MPSCS for the Member's use or that DTMB-MPSCS maintains any insurance to insure Member, its employees, agents, contractors, subcontractors, or service providers against any claims, demands, actions, suits, or causes of action, and judgments, settlements, or recoveries, for bodily injury or property damage arising out of the condition of the MPSCS or any other equipment or facilities operated by DTMB-MPSCS or anything contained in this Agreement. DTMB-MPSCS is not obligated under this Agreement to obtain any insurance for Member's benefit. All insurance coverage provided relative to this

Agreement is primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the State.

2. Member must purchase and maintain insurance during any term of this Agreement Part I and II, protect against claims which may arise out of, or result from its operations, under this Agreement as follows:

i. Member must carry Commercial General Liability coverage. This coverage must include bodily injury, personal injury, property damage, and contractual liability subject to limits of not less than \$1,000,000 each occurrence and when applicable, \$1,000,000 annual aggregate. This coverage must include the State of Michigan, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents as additional insured, only as respects liability directly arising from this Agreement Part I and II.

ii. Member must have insurance for benefits payable under Michigan's Workers' Disability Compensation Law, including coverage for bodily injury, occupational sickness or disease, or death of Member's employees.

iii. Member must carry Commercial Motor Vehicle insurance, including hired and none owned coverage or its equivalent subject to limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

iv. If Member fails to pay any premium for required insurance, or if any insurer cancels or significantly reduces any required insurance without the DTMB-MPSCS's written consent, at DTMB-MPSCS's election (but without any obligation to do so) after DTMB-MPSCS has given Member at least thirty (30) days prior written notice, DTMB-MPSCS may pay such premium or procure similar insurance coverage from another company or companies and Member must pay the entire reasonable cost upon DTMB-MPSCS's demand.

v. Member's compliance with the insurance requirements will not relieve Member of its obligations under its indemnification or other obligations under this Agreement.

vi. Member must provide insurance from an insurance company or municipal self-insurance organization authorized to do business in the State of Michigan.

vii. Insurance Certificates.

a. Members must provide DTMB-MPSCS within thirty (30) days following the effective date of this Agreement (Part I) and before any work commences and every year after Part

1 and II are in effect, certificate(s) of insurance verifying liability coverage and listing the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as additional insured.

b. The insurance certificate(s) must provide that the policies of insurance will not be modified, cancelled, or allowed to expire without first giving thirty (30) days prior written notice to DTMB-MPSCS.

3. Waiver of Subrogation.

Member releases the State from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

4. Indemnification.

i. Member must indemnify the State, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents, and hold it harmless from any and all claims for, arising from any breach or default in the performance of Part I and II of Agreement. Member must also indemnify the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents and hold it harmless from any and all claims, damages, and liabilities arising from any accident or injury arising from Member integrating into the MPSCS and the acts of Member's employees. Member's indemnification obligation includes all reasonable costs, reasonable counsel fees, reasonable expenses, and reasonable liabilities incurred by State in connection with any claim, action, or proceedings brought under Part I and II of this Agreement. Indemnity does not apply to claims, damages, or liabilities arising from the State's, its departments, divisions, agencies, offices, commissions, officers, employees and agents' sole negligence relating to this Agreement and is not to be construed as a waiver of governmental immunity.

ii. Member agrees that every contract entered into for the performance of Part I and II of this Agreement will contain an identical provision to Section 8.C.4 above, requiring the Member's contractors' to indemnify the Member and the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents. Member must provide DTMB-MPSCS with a copy of the contract evidencing this requirement prior to the contractor(s) commencing work.

iii. Member's and its contractor(s) indemnification obligations survive the termination of this Agreement.

D. Radio Interference. Member shall not do anything in its operation of the Radio Sites that would cause any unreasonable interference with the MPSCS, Network or Communications Equipment. Member shall give DTMB-MPSCS thirty (30) day prior written notice of its desire to install or locate other Electronic Equipment and shall provide DTMB-MPSCS with an interference study(s) that shows that the additional Electronic Equipment will not cause interference with the existing Communications Equipment. In the event the existing Communications Equipment experiences interference as a result of the additional Electronic Equipment, Member shall use Best Efforts to correct the problem within ninety (90) days.

E. Relocation of Communications Equipment. Member shall not relocate the Communications Equipment unless such relocation will be conducive to the overall effective operation of the Network and approved by DTMB-MPSCS.

F. Approved Software and Programming. Only software approved for the MPSCS may be installed on the Electronics Equipment, Network equipment or other interconnected devices. A written request shall be submitted to DTMB-MPSCS and approved by DTMB-MPSCS prior to any requested changes in Electronics Equipment programming, hardware, software, or other functions of the System. No Talkgroups may be added or deleted from the Electronics Equipment without the prior written approval of DTMB-MPSCS.

G. Interconnecting the Electronics Equipment to other Networks or Equipment. The Electronics Equipment shall not be wired or wirelessly interconnected to any external equipment, networks, or other facilities without DTMB-MPSCS's prior written approval.

H. Security.

1. MPSCS Towers:

DTMB-MPSCS will permit unescorted Member access to the MPSCS tower site for installation, repair, maintenance, or removal of the Electronics Equipment provided Member and its authorized contractors fully comply with the current MPSCS Co-location Tower Site Access Policy. The Electronics Equipment shall be installed in a secure location limiting access to only personnel approved by Member. Member shall limit its activity to the normal use and maintenance of the Electronics Equipment and immediately associated Network equipment. Other than the foregoing, Member does not have permission to access any other parts of the Network. The passwords provided for the operation of the Electronics Equipment shall remain secured within Member's organization. If passwords or accounts are breached as a result of Member's employees or representatives, Member will be responsible for any costs associated with the remediation of the security breach.

2 Member Towers:

Member will facilitate DTMB-MPSCS access to the Radio Sites for installation, repair, maintenance, or removal of the Electronics Equipment. The Electronics Equipment shall be installed in a secure location limiting access to only personnel approved by Member. DTMB-MPSCS shall limit its activity to the normal use and maintenance of the Electronics Equipment and immediately associated Network equipment. The Member does not have permission to access any other parts of the MPSCS network, databases, or other systems integrated into the MPSCS. The passwords provided for the operation of the Electronics Equipment shall remain secured within the Member's organization. If passwords or accounts are breached as a result of the Member's employees or representatives, the Member will be responsible for any costs associated with the remediation of the security breach.

Member shall be responsible for its compliance with the most current federal Criminal Justice Information Services (CJIS) Security Policy, and any future versions, including but not limited to: maintaining user, training, and access lists.

Member will keep an updated CJIS compliant list of all Member related staff and contractors that will access the MPSCS Network or physical locations, to include names, Live Scan Fingerprint Transaction Control Number (TCN), purpose of access and locations of access. Member will provide the updated list to DTMB-MPSCS on an annual basis, and when any deletions, additions or changes in status occur. Member will designate one Point of Contact (hereby referred to as POC) for the MPSCS to work through and notify the MPSCS ten (10) business days prior to that POC changing. All communications will be sent to DTMB-MPSCS, MPSCS-Security-Access@michigan.gov or as otherwise required by DTMB-MPSCS, in writing.

I. Radio Sites Maintenance. Member retains DTMB-MPSCS to manage, monitor, maintain, and repair the Radio Sites Electronics Equipment according to the terms and payment schedule in Part II of this Agreement.

J. Radio Users. Member is responsible for maintenance of the Member's radios and Member will use its best efforts to maintain its user's equipment to MPSCS and the radios' manufacturer specifications. Member shall encourage its users to submit written MPSCS system Radio Trouble Reports to the person or persons coordinating radio communications for Member on forms provided by DTMB-MPSCS. Member shall investigate and, to the extent feasible, provide solutions in response to its user's Radio Trouble Reports. Member shall

periodically report to DTMB-MPSCS on the status and disposition of its users' Radio Trouble Reports. In the event, Member determines that the Radio Trouble Report is related to the MPSCS and not a Member user's radio; it shall immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.

K. NCC. Member shall use the NCC as its single point of contact regarding the operation of the Radio Sites and its Communications Equipment. NCC's monitoring service costs are invoiced in advance to Member annually on January 1, prorated from the beneficial use start date, as further detailed in the Agreement Part II. Time and material costs associated to Member Towers for break fix, trouble shooting, and/or maintenance will be billed in the year following the service. In the event that Member decides at the end of the term to be mutually agreed upon by the Parties in the Agreement Part II, to retain another service provider for the maintenance and repair of the Radio Sites, it shall adopt an Emergency Management Plan and Preventative Maintenance Schedule similar to plan and standards in the MPSCS Standards prior to the start date of the new service provider.

L. Tower Leasing/Licensing. Member retains the right to license or lease its Tower(s) to third-parties. However, DTMB-MPSCS will only maintain Member Electronic Equipment on any Tower(s) with third-party co-locations and will not maintain the physical steel nor any third-party equipment. Upon Member entering into the first license or lease of a Member owned tower to a third-party, DTMB-MPSCS's maintenance and repair obligations for the Tower(s) and shelter shall at DTMB-MPSCS's option terminate upon the Member entering into the first license or lease of a Member owned tower to a third party. The Member shall give DTMB-MPSCS thirty (30) day's prior written notice that it has entered into a license or lease, and that it assumes responsibility for the maintenance and repair or has retained a qualified Service Provider for the maintenance and repair of the licensed or leased Tower. Additionally, the Member shall submit to DTMB-MPSCS for approval a proposed Emergency Management Plan and Preventative Maintenance schedule that is consistent with the MPSCS Standards before the Service Provider's start date.

8. DTMB-MPSCS'S RESPONSIBILITIES.

A. Communications Equipment Maintenance. DTMB-MPSCS agrees to monitor, maintain, and repair the Communications Equipment on behalf of the Member in accordance with the terms of this Part II Agreement. DTMB-MPSCS shall notify the Member of any Communications Equipment scheduled for maintenance or emergency service requirement.

B. MPSCS Management and Operations. DTMB-MPSCS shall manage, monitor, and keep the MPSCS in good working condition. DTMB-

MPSCS shall provide preventative maintenance in accordance with the MPSCS Preventative Maintenance Schedule and respond to Systems' outages pursuant to the MPSCS Emergency Plan.

C. Upgrade and Enhancements Costs to the MPSCS Platform. An MPSCS upgrade that negatively affects the Network that supports the integrated radio operations requirements of the Parties will be totally at the expense of the State conditional on the allocation of funds from the State Legislature. Network enhancements may be covered by the State on the allocation of funds from the State Legislature, or at the Member's expense if it agrees to purchase the enhancement and pay for associated costs.

D. Decision to Rebuild. In the event of a Catastrophic Event, DTMB-MPSCS shall have the sole option and responsibility, to build or abandon all or part of the MPSCS at its sole cost, subject to the allocation of funds from the State Legislature authorizing the expenditure. DTMB-MPSCS shall provide a written notice to the Member within thirty (30) days of such event, summarizing the impact to the MPSCS and Radio Sites. Within ninety (90) days of a Catastrophic Event DTMB-MPSCS shall notify the Member of its decision to either rebuild or abandon all or part of MPSCS. In the event DTMB-MPSCS elects not to rebuild, the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient 700/800 MHz channels to permit the continued operation of the Radio Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Radio Sites into the MPSCS

E. Radio Sites Interruptions. DTMB-MPSCS shall use its Best Efforts to manage the System so as to not disrupt the Member's law enforcement and emergency services operations. In the event that non-emergency repairs, upgrades, modifications, or enhancements to the Communications Equipment require temporary shutdown of MPSCS and/or the Radio Sites' Electronics Equipment, DTMB-MPSCS shall provide the Member with twenty-four (24) hours advance notice via the NCC.

F. Regulatory Requirements. DTMB-MPSCS may obtain and maintain all appropriate RF licenses for operation of the Communications Equipment for the Radio Simulcast Sites.

9. NONDISCRIMINATION.

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, The Parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or

genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Parties further agree that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Any breach of this Section shall constitute a material breach of the Agreement.

10. UNFAIR LABOR PRACTICES.

DTMB-MPSCS may void this Agreement, if the Member or any of its contractors, subcontractors, manufactures, or suppliers appear in the register compiled pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

11. TERMINATION.

A. Notice. Either party may terminate this Agreement for any reason by giving the other party thirty (30) months written notice of its intent to terminate this Agreement.

B. Best Efforts. In the event of termination each party shall have the obligation to use its Best Efforts to reasonably assist the other party to separate the Systems into independent systems during the thirty (30) month notice period, but shall have no obligation to pay any costs, fees, compensation or damages of any kind to the other party resulting from the termination. Notwithstanding this right of termination, DTMB-MPSCS agrees that it will not terminate integrated operations of the Communications Equipment until the Member obtains, installs, and successfully tests the operation of any additional equipment so that the Member can operate an independent radio system and the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient 700/800 MHz channels to permit the continued operation of the Radio Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Radio Sites into the MPSCS.

C. FCC Frequencies. In the event that the Parties elect to separate into two independent systems, any existing Statewide or locally allocated frequencies will revert to the original allocation or licensee.

D. Terminated Obligations. Upon termination of this Agreement by either party, any obligations of the other party for maintenance and/or repair services or upgrades shall be terminated at such time that the Parties' systems become operationally independent of each other, or at the end of the thirty (30) months termination period, whichever occurs first.

12. NOTICES.

All written notices required under this Agreement shall be delivered by U.S. certified mail, return receipt requested. All notices will be sent to the Parties as follows:

To: Member

100 E State St.
Suite 1400
St. Johns, MI 48879
Attn: Director Christine Collom

To: DTMB-MPSCS
MPSCS
2nd Floor, Wing A
7150 Harris Drive
Dimondale, MI 48821
Attn: Director MPSCS

13. FORCE MAJEURE.

The time of performing any duty or obligation of the State or the Member must be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of nature, pandemic, governmental action or other reasons of a like nature not the fault or, in the case of governmental action, not reasonably within the control of the party required to perform such duty or obligation.

14. GOVERNING LAW.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

15. AMENDMENTS.

This Agreement may not be amended except by a written agreement of the Parties.

16. NO WAIVER OF DEFAULT.

The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right to later insist on the strict adherence to that term of the Agreement.

17. ENTIRE AGREEMENT AND ORDER OF PRIORITY.

The Integration Agreement Part I, The Integration Agreement Part II, MPSCS Member Subscriber Agreement, and MPSCS Co-location License Agreement (together the "Agreements"), represent the entire agreement between the Parties and supersede all proposals, prior agreements (oral or written), and all other communications between the Parties relating to matters covered in the Agreements. The Agreements shall be read to be consistent with one another.

18. AGREEMENT PART I EFFECTIVE DATE.

This Agreement Part I's effective date is the date it is signed by the MPSCS Director.

MEMBER:

Clinton County Central Dispatch

By: _____

Ryan Wood

Its: County Administrator/Controller

Date: July 28, 2020

A copy of the Member's resolution authorizing this Agreement, and the person(s) authorized to execute the agreement, is attached.

STATE OF MICHIGAN:

Department of Technology, Management, and Budget,
Office of the Michigan's Public Safety Communications System

Brad Stoddard

By: Bradley A. Stoddard,

Its: Director MPSCS

Date: 9-1-2020

19. **HEADINGS.**

Section headings in this Agreement are for convenience and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

20. **SEVERANCE.**

If any provision of this Agreement, or its application to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain valid and enforceable.

21. **AGREEMENT NEGOTIATION.**

This Agreement has been negotiated by both Parties and should not be construed against either party as "drafter".

22. **VALIDITY.**

In the event any provision of the Agreement is found to be invalid or unenforceable, such finding must not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **COUNTERPARTS.**

This Agreement may be signed in counterparts, each of which has the force of an original, and all of which constitute one document.

The duly authorized representatives of the Parties approved and executed this Agreement Part I on the date below each signature.

SIGNATURE PAGES FOLLOW

EXHIBIT 1.A

DETAILED DESIGN PLAN (DDP) REQUIRED INFORMATION

The DDP is intended to show design details of the system, equipment, and services purchased by the Member in the approved proposal. This process is intended to ensure consensus on the details of the integration between the Member, DTMB-MPSCS, and the service provider. The following lists information that should be included in the DDP, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- System Description
- Site Coordinates, Addresses, and MPSCS Assigned Site Numbers
- System Topology Drawings
- Facility Plans and/or Modifications
- Microwave Path Survey Reports
- Single Line Drawings showing equipment interconnections
- Rack Drawings
- Floor Plan Layouts
- Alarm and Control Design
- Frequency Plans
- Software Licensing Requirements (RCM's, etc.)
- Encryption Requirements
- Backhaul Design (Channel Plan, DACS, Leased Lines, etc.)
- Existing Infrastructure Usage and/or Changes
- Coverage Details and Requirements
- RF Link Budgets including antenna system details
- Storm Plan (Backup Communications Plans)
- Acceptance Test Plans (ATP's) to be Performed
- Included Spare Equipment
- Staging Plans
- Implementation Description
- Implementation Schedule
- Subcontractor List
- Cutover Plans
- Warranty/ Service Plan
- Requested Exceptions to MPSCS Standards

EXHIBIT 1.B

INTEGRATED EQUIPMENT APPROVAL REQUIREMENTS (for purposes other than testing)

The gathering of the following information is intended to ensure that the agreed upon integrated systems and equipment have been successfully installed, configured, and tested and will be reliable for Public Safety use. The following lists information that should be included as part of this deliverable, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- All Required FAA and State of Michigan Tall Structures / Obstruction Documentation including but not limited to: Antenna Site Registrations, 2C Letters, Form 7460-2 Supplemental Notice, No Hazard Determination, and Michigan Tall Structures Permits.
- All required FCC Licenses and Applications including but not limited to: Frequency coordination documents, submitted applications, and granted licenses.
- System Configuration Tracking Documentation. Examples include but are not limited to: Digital Access Cross Connection System (DACS) changes, CWR Layout, Alarm and Control Configuration, Cross Connect Wiring Label and Tracking - DSX_Tracking, IP Address Table for all networked devices, Microwave Channel Plan, etc.
- AC electrical distribution as-built drawings
- DC distribution as-built drawings
- Fire detection system as-built drawings
- Tower light controller wiring details
- Finalized Site Coordinates, Addresses, and Site Numbers
- Tower design as-built drawings (Tower, Tower foundations, Structural analysis)
- Configuration files for all installed or modified hardware / software. Equipment includes but is not limited to, channel banks, routers, site controllers, microwave radios, multiplexers, radio base stations, comparators, and any other equipment integrated into the system. Copies of the files will need to be left on site (or location) with the associated equipment so that in the event of a failure, equipment can be restored to operation.
- Equipment Inventory with all original manufacturer serial numbers. Note: Reseller serial numbers will not be accepted.
- Wiring drawings for equipment with unique or extensive interconnections. Example: Wiring harness drawings or cable running lists for all intra-rack microwave wiring. This shall include all plug-in shelf assemblies, showing wiring connections between shelves. (Alcatel 098 Drawings)
- Completed and Signed Acceptance Test Plans
- Project Punch List including test item failures and required corrective action or resolution.
- Customer Support Plan

EXHIBIT 1.C

FINALIZATION OF INTEGRATION PROJECT REQUIRED INFORMATION

The gathering of the following information is intended to ensure that the Member and the DTMB-MPSCS can properly facilitate maintenance, operation, and future changes of the agreed upon integrated systems and equipment. The following lists information that should be included as part of this deliverable, although some items may not be applicable and additional items not listed may apply in unique circumstances. Information regarding systems, equipment, or services included in the proposal that do not affect the MPSCS or the responsibilities of the DTMB-MPSCS do not need to be included.

- Site grounding system drawings
- Building elevation detail drawings with foundations
- Building and shelter as-built drawings
- Fence Installation details
- Foundation details for Shelter and LPG tank
- Site Lighting details
- Soil Analysis / Geotech
- Site Surveys
- Equipment/ rack as-built drawings showing rack dimensions on allequipment and their location in the rack.
- Rack Footprint/Floor Plan Layout As-Built Drawings
- Console operator position layout drawings (floor plan)
- RF Link Budgets including antenna system as-built details
- Resolved Punch List with corrective action results and MPSCS inspection sign off

EXHIBIT 1.D

NOTICE TO PROCEED (Example)

DTMB-MPSCS acknowledges receipt of the attached Proposals for the proposed Member integration project and agrees with Member proceeding with execution of its contract for the specified equipment and services, if they so choose. This Notice to Proceed is given only for the attached proposals. Any revisions to the attached proposals or proposals not attached are not approved by MPSCS and will need to be reviewed by MPSCS before approval is given. Any delays or costs incurred due to procurement of equipment or service for integration that has not been approved by the MPSCS are at the sole responsibility of the requesting member.

Attachments List:

MPSCS Representative _____

Member Representative _____

NOTICE OF CONSENT (Example)

This email is to provide you with Notice of Consent for the high-level design for the _____ project. Consent is limited to the high-level design submitted for review on the date noted below and the subsequent changes and information reviewed and agreed to prior to this notice. Any aspects of the design still under review that will be resolved at a later date are summarized below. Please note that any future changes to the reviewed design must be reviewed by MPSCS and documented prior to proceeding. Thank you for your time and efforts and please feel free to contact us with any questions.

This consent is for the _____ that is attached and dated _____. Any previous versions of the attached document and/or notices of consent are void.

Project Name: _____

High Level Design Submission Date: _____

Submitted design items requiring modification or additional information: _____

Open Design Items Pending Consent: _____