

Alpena County Central Dispatch

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September 17, 2024

Commissioners,

Attached please find a resolution requested by the State of Michigan to acknowledge completion of our integration project with Michigan Public Safety Communications System (MPSCS). The project was finished during Mark Hall's tenure but the State is just now requesting the final agreement, which is attached for your review.

Thank you,

A handwritten signature in blue ink that reads "Kim Elkie".

Kim Elkie
Director

**MICHIGAN’S PUBLIC SAFETY COMMUNICATIONS SYSTEM
AMENDED AND RESTATED INTEGRATION AGREEMENT
WITH
ALPENA COUNTY**

This Michigan’s Public Safety Communications System Amended and Restated Integration Agreement (Agreement), amends and replaces the October 14, 2021 Integration Agreement between the State of Michigan (State), by its Department of Technology, Management, and Budget, Office of the Michigan’s Public Safety Communications System (DTMB-MPSCS), and Alpena County (Member) and is comprised of a Pre-Integration Section (“Part I”) for console and full integration, and if applicable, a Final Integration Section (“Part II”) for full integration preventative maintenance responsibilities. DTMB-MPSCS and Member together are referred to as the “Parties”.

**PART I
PRE-INTEGRATION AGREEMENT**

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

WHEREAS, the Member is implementing a communications 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 into the MPSCS;

WHEREAS, DTMB-MPSCS desires to obtain enhanced MPSCS radio coverage and/or capacity, for portable and mobile communications, within the Member’s coverage areas;

WHEREAS, the Parties agree that Part I is an independent agreement until, and if applicable, Part II will be entered into for a full integration, 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 into the MPSCS (collectively “the Network”), including if applicable, co-location of Member’s Communications Equipment on MPSCS facilities in accordance with a MPSCS Co-location License Agreement between the Parties, for interoperable and enhanced communications coverage 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 if applicable Part 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—if applicable, 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 equipment located at the MPSCS or Member's Sites, comprised of towers; electronics equipment; ancillary equipment; equipment shelters; consoles and dispatch operations; 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. 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.

I. DDP—means the Detailed Design Plan approved by DTMB-MPSCS and incorporated by reference into this Agreement.

J. 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.

K. Equipment Shelter—means the physical structure that houses the equipment that supports the operation of the Communications Equipment.

L. 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 Detailed Design Plan (DDP) Required Information.
2. **Exhibit 1.B**—means Integrated Equipment Approval for Use Requirements.
3. **Exhibit 1.C**—means Integration Project Closeout Requirements.
4. **Exhibit 1.D**—means the Notice to Proceed emailed to Member and its Service Provider documenting DTMB-MPSCS's approval with the submitted DDP proposed system design.
5. **Exhibit 1.E**—means Member's MPSCS Member Subscriber means Agreement(s) incorporated by reference. If applicable, each of Member's user agencies will sign a MPSCS Member Subscriber Agreement. Exhibit 1.E may be amended from time to time to update the applicable MSA's under the Agreement.
6. **Exhibit 1.F**— means DTMB-MPSCS's Additional Terms and Payment Schedule for monitoring the connection of the Dispatch Consoles. (Applicable to Console only integrations, see Part II for full integration preventative maintenance, repair and monitoring responsibilities and additional terms.)

M. 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 Member's Sites.

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

O. 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 to achieve predictable results.

P. Member—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or a critical infrastructure provider authorized to hold membership with MPSCS. For purposes of this Agreement, the Member is identified in the Preamble.

Q. Monitoring—means MPSCS actively monitoring the operational readiness of the Member's Sites integrated into the Network on a 24/7 basis via the NCC.

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

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

T. 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.

U. 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.

V. Multicast Site—means a Multicast public safety communications system infrastructure, comprised of a tower, electronic equipment, ancillary equipment, equipment shelter, and supporting facility.

W. Simulcast—means a Simulcast public safety communications system infrastructure, comprised of towers, electronics equipment, ancillary equipment, equipment shelters and supporting facilities.

X. Network—means the MPSCS and the Member’s Sites when working together to support the integrated radio operations requirements of the Parties.

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

Z. 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 has a unique identification number programmed and operating on the System.

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

BB. Seamless Roaming—means the ability of MPSCS members' Radios to roam through the integrated Systems.

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

DD. Site(s)—means either MPSCS’ or Member’s radio communications system and dispatch console system which will be integrated into the MPSCS for interoperability.

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

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

GG. Systems’ Grade of Service—means level of busies.

HH. 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.

II. 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.

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

KK. Tower(s)—means the communication towers owned by either the MPSCS or 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 MPSCS members, the Parties agree to integrate the Members’ Sites into the MPSCS, as an MPSCS enhancement, as provided in this Agreement.

3. TERM.

Term. Upon execution of this Amended and Restated Integration Agreement Part I, the Parties agree that the Term of this Agreement is for ten (10) years and will automatically renew for successive ten (10) year periods unless either party provides the other party with written notice of termination as provided for in this Agreement.

4. RELATIONSHIP OF THE PARTIES.

This Agreement is not intended to, and will 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 will be deemed to be an employee, agent or servant of the other. Nothing in this Agreement will be construed to express or imply that either party assumes any of the other party’s obligations as owner of its Communication Equipment, or in any manner waives governmental immunity.

5. **MEMBERS' SITES CONSTRUCTION AND MAINTENANCE SPECIFICATIONS.**

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

A. The MPSCS Standards. Construction and maintenance of the Member's Sites will 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 Members' Sites.

6. **COMMUNICATIONS EQUIPMENT REQUIREMENTS.**

A. MPSCS Standards. The Member represents that the construction of its Sites will meet or exceed MPSCS standards in the MPSCS Book of Technical Standards, and in all respects the Member's Communications Equipment will be compatible and configured in a similar manner with 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. 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. Multicast Site and/or Simulcast modifications and/or additions Costs. Member will have the option to provide for Multicast Site

and/or Simulcast modifications and/or additions at the Members cost. Non-public safety/non-governmental members integrated on the System pursuant to an FCC Waiver, such as utility companies, that are impacted by a public safety/governmental member's Multicast Site and/or Simulcast modifications and/or additions will be responsible for their portion of costs required to accommodate its use and provided that non-public safety radio spectrum is available in the area implementing the modification and/or addition. DTMB-MPSCS shall provide Member with 12 months advanced notification of any planned modification and/or addition whenever possible. Such notification shall include at a minimum: i.) Summary of project initiative with explanation of required changes; ii.) The number of channels identified as the non-public safety/non-governmental member's portion; and iii.) The data and calculations used to identify the non-public safety/non-governmental member's impact. This would include the identification of the aggregate of public safety loading calculation and the Member's loading calculation.

Member will work with applicable third-party Service Provider to obtain a cost estimate and upon MPSCS approval of the pre-sale DDP, execute the required contract documents for the project deliverables and facilitate payment of Member's portion of costs.

As soon as available, DTMB-MPSCS will provide Member with a proposed timeline of desired project start, key milestones and anticipated go-live.

Upon request, DTMB-MPSCS will use its best efforts to provide Member with any reasonably available additional supporting documentation or information as may be needed for Member to justify a rate case to secure funding.

In the event funding cannot be committed within 12 months after notification, then Member's support, services, or radio coverage cannot be guaranteed in the impacted area.

The costs related to any modification and/or addition initiated by anyone other than Member shall not exceed \$1,000,000.00 (one million dollars) during any calendar year. However, if such costs exceed \$1,000,000.00 in any calendar year and Member is unable to fund the additional costs, then the planned modification and/or additions for public safety purposes would continue forward and Member will be at risk of impacted communications in the area.

Any equipment already provided by Member at the affected Multicast Sites and/or Simulcast will be reused to the extent possible.

4. **System Grade of Service.** The Parties acknowledge that the communications on the MPSCS can be degraded by the addition of users or talkgroup traffic that exceeds the Systems' capabilities and cause an unacceptable increase to the Grade of Service. Each party agrees to evaluate the Member's increased radio traffic in addition to the Member's prospective users' impact to the MPSCS to avoid overloading. In the event there is potential for overloading due to Member's increased radio traffic or Member's prospective users', the Parties will 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 MPSCS, the Parties agree that the Member will provide for the upgrades at the Members sole cost.
5. **Dispute Resolution.** In the event that there is a dispute regarding any proposed modification and/or upgrade, or the portion of cost allocated to Member, the Parties shall work in good faith to resolve. If the Parties are unable to resolve the dispute, then the Parties will mutually agree on a resolution following the appropriate escalation process of both Parties.

7. THE MEMBER'S RESPONSIBILITIES.

A. Required Integration Project Deliverables. The Member will provide all system integration proposals and DDP's to DTMB-MPSCS as received through system integration engineering process.

DTMB-MPSCS will promptly acknowledge receipt of the detailed design/proposal and will use its best efforts to 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 MPSCS system or users, DTMB-MPSCS will work with Member and system integrator Service Provider to resolve issues. DTMB-MPSCS will provide Member a Notice to Proceed (see Exhibit 1.D. example), when it approves the DDP proposed system design. The Member will 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.

1. Pre-Integration Review

The Member is responsible for obtaining and delivery of the final completed Pre-sale DDP proposals from system integrator and Service Providers providing equipment and services for integration. The pre-sale documents will include all parts and equipment related to the system integration project. The Member will 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. DTMB-MPSCS and Member will mutually and reasonably agree with all system design criteria. 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. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the Pre-sale DDP system design and for the Member's Service Provider to proceed with installation.

2. Detailed Design Review

The Member is responsible for delivery of a Post-sale 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.

4. Go-Live Documentation and Acceptance

The Member is responsible for delivery of all documentation listed in Exhibit 1.B., 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. prior to project close-out and/or final contractual payment to its Service Provider for the project.

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

B. Federal and State Licensing Requirements.

1. The Member will obtain all appropriate approvals, registrations, permits, or primary licenses for operation of the Communications Equipment and frequency licenses, 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 will comply with all applicable pre-construction federal regulatory environmental requirements necessary to obtain approvals, permits or licenses as required pursuant to applicable FCC Regulations, including but not limited to, any National Environmental Policy Act (NEPA) requirements. Member is solely responsible for the resolution and correction of any regulatory omission or violation.

C. 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 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 Member's 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 Member's Sites.

D. Suitability, Insurance, and Indemnification.

1. DTMB-MPSCS makes no representations as to the suitability of the integrated Systems 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 Systems 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 the term of this Agreement to 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.

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 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 while this Agreement is 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 this 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 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 this Agreement will contain an identical provision to Section 7.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.

E. Radio Interference. Member will not do anything in its operation of the Member's Sites that would cause any unreasonable interference with the

MPSCS, Network or Communications Equipment. Member will give DTMB-MPSCS thirty (30) day prior written notice of its desire to install or locate Member's Communications Equipment and will provide DTMB-MPSCS with an interference study(s) that shows that the additional Member's Communications Equipment will not cause interference with the existing MPSCS' Communications Equipment. In the event the existing Communications Equipment experiences interference as a result of the additional Member's Communications Equipment, Member will use Best Efforts to correct the problem within ninety (90) days.

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

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

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

I. Security.

1. MPSCS Towers:

DTMB-MPSCS will permit unescorted Member access to the MPSCS tower site for installation, repair, maintenance, or removal of the Member's Communications Equipment provided Member and its authorized contractors fully comply with the current MPSCS Co-location Tower Site Access Policy. The Member's Communications Equipment will be installed in a secure location limiting access to only personnel approved by Member. Member will limit its activity to the normal use and maintenance of the Communications 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 Communications Equipment will 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 Member's Sites for installation, repair, maintenance, or removal of the Member's Communications Equipment. The Member's Communications Equipment will be installed in a secure location limiting access to only personnel approved by Member. DTMB-MPSCS will limit its activity to the normal use and maintenance of the Communications 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 Communications Equipment will 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 will 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.

J. Members' Communications Equipment Maintenance. Member is responsible for its Communications Equipment repairs needed while under warranty, except for the Backhaul which will be maintained by DTMB-MPSCS. After the Equipment warranty expires, Member may choose to retain DTMB-MPSCS to manage, maintain and repair the Member's Sites Communications Equipment according to the terms provided in Part II of this Agreement, if applicable. Additionally, Member is responsible for the maintenance of the Member's dispatch consoles, recording equipment and connectivity into the MPSCS Tower. If DTMB-MPSCS Technicians are required to assist troubleshooting the Network connection at the applicable Member's Site(s), the Member will be charged the standard MPSCS Time &

Materials rate for labor. The Member will also reimburse DTMB-MPSCS for reasonable fees associated with responding to connectivity outages.

K. End of Warranty Preventative Maintenance. Member or its Service Provider will provide a yearly Preventative Maintenance (PM) on all ASR Multicast and/or Simulcast sites if the system is under warranty for more than one year. Additionally, a PM will be performed on all sites at the end of the warranty period prior to the MPSCS taking over the maintenance (“End of Warranty PM”). This End of Warranty PM will also be conducted by the Member or its Service Provider responsible for servicing the system during the warranty period, along with a Radio Technician and a Tower technician, if needed, from the MPSCS who will sign off on the results of the PM. The PM will be performed to the specifications and standards defined by the MPSCS, using existing documents that the MPSCS currently utilizes during all site PM’s Statewide. The End of Warranty PM will include the radio communications equipment, the backup generator, transfer panel and HVAC units.

Additionally, any equipment spares located at sites will be tested at the site by placing them into service as part of the End of Warranty PM to verify that the spares are in a working condition.

L. 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 will 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 will investigate and, to the extent feasible, provide solutions in response to its user’s Radio Trouble Reports. Member will 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 will immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.

M. NCC. Member will use the NCC as its single point of contact regarding the operation of the Member’s Sites and its Communications Equipment. NCC’s monitoring service costs will be billed in the year following the service, prorated from the beneficial use start date. 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 Member’s Sites, it will 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.

N. Patches and updates.

- i. NCC will periodically push patches and updates to equipment directly connected to the MPSCS. It is the Members responsibility for re-booting equipment on a weekly basis to implement latest updates and patches. Some equipment, such as Logging Recorders, have a specific re-boot process. See MPSCS Operating Systems and Software Patch Requirements Policy 4.1.14 for specific re-booting information.
- ii. If applicable, it is the Members responsibility to patch, update and reboot any equipment remotely connected to the MPSCS through a Member's controlled network, whether Member owned or Member supported equipment/devices. Equipment remotely connected to the MPSCS must meet MPSCS Standards. DTMB-MPSCS reserves the right to validate all equipment connected to the MPSCS through outside channels. See MPSCS Policy 4.1.14.

O. Emergency Alert Monitoring.

- i. Members who want to implement the Emergency Mode option must comply with the MPSCS Emergency Alert and Emergency Call Policy 1.1.3.
- ii. To utilize the Emergency Mode, the requesting member agency must have the ability to monitor the incoming Emergency Alert or an agreement with another agency that has this ability.
- iii. The monitoring responsibility must be prearranged prior to implementing this option. This assures a proper emergency response as well as facilitates acknowledgment and management of the alarm condition. The MPSCS Network Communications Center (NCC) observes all Emergency Alerts on their diagnostic terminals but is not liable to respond to such emergencies.
- iv. Alerts must be deactivated by the responsible agency once the emergency situation is over.

P. 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 will 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 will 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 will 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 Notifications. DTMB-MPSCS will notify the Member, through the Member's associated dispatch center, of any Communications Equipment scheduled or emergency service requirement. (The Member will only be notified if scheduled maintenance is system impacting.)

B. MPSCS Management and Operations. DTMB-MPSCS will manage, monitor, and keep the MPSCS in good working condition. DTMB-MPSCS will 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 will 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 will provide a written notice to the Member within thirty (30) days of such event, summarizing the impact to the MPSCS and Member's Sites. Within ninety (90) days of a Catastrophic Event DTMB-MPSCS will 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 channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's Sites into the MPSCS

E. Site Interruptions. DTMB-MPSCS will 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 Sites' Communications Equipment,

DTMB-MPSCS will 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.

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, 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 will 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 will 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 will 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 800 MHz channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's 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 will 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 will be delivered by U.S. certified mail, return receipt requested. All notices will be sent to the Parties as follows:

To: Member

Alpena County Central Dispatch
720 W. Chisholm Street, Suite 13
Alpena, MI 49707
Attn: Director

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, 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 will 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 will 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.

This Amended and Restated Integration Agreement Part I (including if applicable, 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 will 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 DTMB-MPSCS Director.

19. HEADINGS.

Section headings in this Agreement are for convenience and will 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, will to any extent be invalid or unenforceable, the remainder of the Agreement will not be affected and will 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 Amended and Restated Agreement Part I on the date below each signature.

SIGNATURE PAGES FOLLOW

**MEMBER:
ALPENA COUNTY**

By: _____

Its: _____

Date: _____

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**

By: Bradley A. Stoddard,
Its: Director MPSCS

Date: _____

EXHIBIT 1.A

DETAILED DESIGN PLAN (DDP) REQUIRED INFORMATION

The information in this exhibit is intended to show design details of the system, equipment, and services purchased by the Member in the approved DDP 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.

- A. Statement of Work
- B. System Descriptions
- C. Site Coordinates, Addresses, and MPSCS Assigned Site Numbers
- D. Design of Land Mobile Radio System
 - 1. IP Address Plan
 - 2. Coverage Details and Requirements
 - 3. RF Link Budgets including antenna system details
 - 4. Channel Count Calculations
- E. Design of Console System
 - 1. Included Console Features
 - 2. Logging Recorder
 - 3. IP Address Plan
 - 4. Storm Plan Equipment (Backup Communications Equipment)
- F. Design of Backhaul System:
 - 1. Microwave system description
 - 2. Microwave network maps
 - 3. Microwave path analysis for each hop
 - 4. Microwave traffic engineering and IP network plan
 - 5. MPLS configuration plan
 - 6. IP traffic plan
 - 7. Traffic cutover plan
- G. LMR and Microwave Frequency Plans
- H. Equipment Lists to include production and spare equipment
- I. Drawings, as applicable:
 - 1. Site Layout Drawings
 - 2. Site Floor Plan Drawings
 - 3. Tower Elevation / Antenna Placement Diagrams
 - 4. Antenna System Diagrams, Including Combiners, Tower Top Amplifiers and Receiver Multicoupler Systems
 - 5. Rack Elevation Drawings
 - 6. System Block and Network Diagrams

- 7. Single Line Drawings showing equipment interconnections
- 8. System Topology Drawings
- J. Site Equipment Information:
 - 1. Power Consumption Data
 - 2. HVAC BTU
- K. Design of Backup Power System
 - 1. Power calculations
 - 2. Generator design
 - 3. DC Power System Design
 - 4. Inverter Power System Design
- L. Facility Plans and/or Modifications
- M. Alarm and Control Design
 - 1. Alarm matrix
- N. Software Licensing Requirements (Motorola, Nokia, etc.)
- O. Encryption Requirements
- P. Existing Infrastructure Usage and/or Changes
- Q. Acceptance Test Plans (ATP's) to be Performed
 - 1. Land Mobile Radio System Factory Acceptance Test Plans
 - 2. Backhaul System Factory Acceptance Test Plans
 - 3. Functional Acceptance Test Plans
 - 4. Functional and Operational System Test Plans
 - 5. Land Mobile Radio System Field Installation, Inspection and Test Plans
 - 6. Console System Field Test Plans
 - 7. Backhaul System Field Test Plans
 - 8. Power System Field Test Plans
 - 9. Alarm and Control Field Test Plans
 - 10. Civil Test Plans
- R. R56 Inspection Plans
- S. Staging Plans
- T. Implementation Schedule
- U. Implementation Plan
- V. Cutover Plans
- W. Included Training
- X. Subcontractor List
- Y. Warranty/Post Warranty Service and Maintenance Plan
- Z. Requested Exceptions to MPSCS Standards

EXHIBIT 1.B

INTEGRATED EQUIPMENT APPROVAL FOR USE REQUIREMENTS (for purposes other than testing)

The information in this exhibit is required prior to placing integrated systems and equipment into use. 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.

- A. 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.
- B. All required FCC Licenses and Applications including but not limited to: Frequency coordination documents, submitted applications, and granted licenses.
- C. System Configuration Tracking Documentation. Examples include but are not limited to: Alarm and Control Configuration, IP Address Table for all networked devices, etc.
- D. System Administrator Documentation and System Programming Parameters
- E. Software Licenses
- F. Microwave path survey report with evidence of field validation of paths
- G. AC electrical distribution as-built drawings
- H. DC distribution as-built drawings
- I. Fire detection system as-built drawings
- J. Tower light controller wiring details
- K. Finalized Site Coordinates, Addresses, and Site Numbers
- L. Tower design as-built drawings (Tower, Tower foundations, Structural analysis)
- M. Configuration files for all installed or modified hardware / software. Equipment includes but is not limited to, routers, switches, site controllers, microwave radios, 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.
- N. Equipment Inventory with all original manufacturer serial numbers. Note: Reseller serial numbers will not be accepted.
- O. Site and System Block, Network, and interconnect drawings.
- P. Completed, Passed, and Signed Acceptance Test Plans
- Q. Project Punch List including test item failures and required corrective action or resolution.
- R. Customer Support Plan

EXHIBIT 1.C

INTEGRATION PROJECT CLOSEOUT REQUIREMENTS

The information in this exhibit is required prior to project closeout. 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.

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

EXHIBIT 1.D

NOTICE TO PROCEED (Example email)

This email is to provide Member and its Service Provider with Notice to Proceed with installation of the _____ DDP for the _____ project. This Notice to Proceed is limited to the DDP submitted for review on the date noted below and the subsequent changes and information reviewed and agreed to prior to this notice, see attached. 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. 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 and/or its Service Provider. Thank you for your time and efforts and please feel free to contact us with any questions.

Project Name: _____

DDP Submission Date: _____

Submitted design items requiring modification or additional information: _____

Open Design Items Pending Consent:

EXHIBIT 1.E

**MEMBER'S MPSCS MEMBER SUBSCRIBER AGREEMENT(S)
INCOPORATED BY REFERENCE**

1. 04-001 ALPENA-CO-CD (Alpena County Central Dispatch)
entered into on July 15, 2024
2. 04-002 ALPENA-CO-EMD (Alpena County Emergency Management Division)
entered into on August 9, 2021
3. 04-005 ALPENA-CO-SD (Alpena County Sheriff's Department)
entered into on July 11, 2024

EXHIBIT 1.F

DTMB-MPSCS'S ADDITIONAL TERMS AND PAYMENT SCHEDULE FOR MONITORING THE CONNECTION OF THE DISPATCH CONSOLES

(Applicable to Console only integrations, see Part II for full integration preventative maintenance, repair and monitoring responsibilities and additional terms.)

Commencing on the beneficial use of the Dispatch Consoles System;

- A. Consistent with the Integration Agreement, Member retains DTMB-MPSCS to monitor Member's network connection into the MPSCS.

- B. DTMB-MPSCS's Services will be compensated as follows:
 - 1. Member will reimburse DTMB-MPSCS for the replacement costs of Spare Parts, Materials, and Supplies used in the repair and maintenance of the Dispatch Consoles interface into the MPSCS.
 - 2. Member will reimburse DTMB-MPSCS for its labor costs related to Service Providers' or manufacturers' warranty service.
 - 3. Member will reimburse DTMB-MPSCS for its labor costs related to DTMB-MPSCS provided maintenance and repair of the member's network interconnection to the MPSCS.
 - 4. Member will be billed in arrears for Member's share of the proportionate time and materials costs related to MPSCS's labor or maintenance of Member's Dispatch Consoles network connection.
 - 5. Member will submit payment for DTMB-MPSCS services, within thirty (30) days from DTMB-MPSCS's invoice date. Invoices not paid within ninety (90) days of the invoice date will be referred to the MPSCS Director for review. Non-payment is a material breach of this Agreement, cause for termination of DTMB-MPSCS's Services, and termination of this Agreement.
 - 6. Payments will be directed to DTMB-MPSCS at the address shown on the invoice and will be made payable to the State of Michigan.
 - 7. For any questions regarding DTMB-MPSCS invoices, please contact MPSCS Billing Support at MPSCS-Bus@michigan.gov. If you are not receiving invoices, please update the Member's Invoice Contact information in Exhibit A of the Member Subscriber Agreement and submit to DTMB-MPSCS at MPSCS-Bus@michigan.gov.

**PART II
AMENDED AND RESTATED
FINAL INTEGRATION AGREEMENT**

This Amended and Restated Michigan's Public Safety Communications System Integration Agreement Part II 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), and Alpena County (Member). DTMB-MPSCS and Member together are referred to as the "Parties".

WHEREAS, the Parties agree that the requirements of Part I of the Agreement have been satisfied and that the integration of the Member's Sites and MPSCS may be implemented; And agree that Part I and Part II are integrated into one Agreement as of the effective date of Part II.

THEREFORE, the Parties agree to maintain the Network as provided in the Agreement for interoperable and enhanced communications coverage and performance in certain geographic locations within Member's corporate boundaries as follows subject to the following additional terms.

1. ADDITIONAL DEFINITIONS FOR PURPOSES OF PART II.

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

- i. **Exhibit 2.A**—means DTMB-MPSCS's schedule for preventative maintenance, repair and monitoring responsibilities with additional terms. Exhibit 2.A may be amended from time to time to update the applicable preventative maintenance responsibilities under the Agreement.

2. ADDITIONAL CONSIDERATION.

The Member retains DTMB-MPSCS to monitor the Member's Communications Equipment in accordance with the terms and payment schedule provided in Exhibit 2.A.

3. DTMB-MPSCS'S RESPONSIBILITIES.

A. Communications Equipment Maintenance. DTMB-MPSCS agrees to monitor, maintain, and repair the Member's Communications Equipment on behalf of the Member in accordance with this Part II Agreement.

4. MEMBER'S RESPONSIBILITIES.

A. Cyber Incident and Physical Security Breach Notification.

- i. In the event of a cyber incident, affecting the MPSCS or Member, the Party affected by the cyber incident must notify the other party as

soon as practicable but no later than 24 hours of becoming aware of the cyber incident.

- ii. In the event of a physical security breach, where any unauthorized entry into a facility that contains MPSCS connected equipment or where MPSCS network connectivity resides, the Member will notify MPSCS of the physical security breach as soon as practicable but no later than 24 hours of becoming aware of the physical security breach.

B. Decommissioned Equipment. The Member is responsible for sanitizing any MPSCS decommissioned equipment immediately when no longer in use.

5. EFFECTIVE DATE.

The effective date of this Amended and Restated Part II is the date it is signed by DTMB-MPSCS.

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

SIGNATURE PAGES FOLLOW

**MEMBER:
ALPENA COUNTY**

By: _____

Its: _____

Date: _____

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

By: Bradley A. Stoddard,
Its: Director MPSCS

Date: _____

EXHIBIT 2.A

SCHEDULE FOR PREVENTATIVE MAINTENANCE, REPAIR AND MONITORING RESPONSIBILITIES WITH ADDITIONAL TERMS

- A.** Consistent with the Integration Agreement, Member retains DTMB-MPSCS to provide Monitoring, maintain and repair the Tower, Microwave, 700/800 MHz and supporting electronics equipment at the Tower Sites as listed.
- B.** Any work not specified in the below maintenance procedures is the responsibility of the Member.
- C.** The MPSCS reserves the right to perform work or hire a subcontractor to perform work that is not being performed by Member and bill back the associated costs.
- D.** The maintenance steps listed in any of the below maintenance procedures may be modified or changed based upon improvements in the maintenance and testing process or changes in technology or manufacturer's specifications without written notice or modification of this Agreement. Any changes will be in accordance with established MPSCS Book of Technical Standards.
- E.** Member may request a different combination of repair and maintenance services from DTMB-MPSCS, at any time during the initial term or any renewal term, by sending a sixty (60) day advance written request to DTMB-MPSCS. Upon receipt of the request, DTMB-MPSCS will determine whether it can support the changes by the date requested. DTMB-MPSCS reserves the right to require longer than sixty (60) days to implement Member's changes if the request would substantially impact DTMB-MPSCS operations, such as requiring additional staffing to support the new repair and maintenance services to be managed DTMB-MPSCS. Reimbursement to DTMB-MPSCS will be adjusted to reflect this requested change based on the MPSCS Service Fees schedule in place at the time of the request.
- F.** DTMB-MPSCS's Services will be compensated as follows:
 - 1. Member will reimburse DTMB-MPSCS for the replacement costs of Spare Parts, Materials, and Supplies, and will also be reimbursed for Member's integrated site equipment at the incurred labor costs.
 - 2. DTMB-MPSCS will also be reimbursed for its labor costs incurred, related to Service Providers' or manufacturers' warranty service; and in the performance end of its maintenance and repair of the Member's Multicast Sites.
 - 3. DTMB-MPSCS will be reimbursed time and deployment of the forestry cutter for the removal of overgrowth when Member's Site is not properly maintained. Member will be billed for the forestry cutter

deployment cost for each day at the Member's Site and also the MPSCS technician's hourly cost for actual time spent maintaining Member's Site. The forestry cutter deployment cost and MPSCS technician's hourly cost may be found on the MPSCS Service Fees Schedule.

4. DTMB-MPSCS will be reimbursed for the labor costs incurred during the NCC's Monitoring of the Member's Sites. These costs are included in the DTMB-MPSCS Tower Site Monitoring fee. The parties agree the fee is a foreseeable cost and will not exceed a maximum five percent (5%) increase from the previous year's fee, with the exception of extreme circumstances.

The DTMB-MPSCS will recommend annually to the Michigan's Public Safety Communications Interoperability Board the planned Tower Site Monitoring fee increase for the next fiscal year. The Michigan's Public Safety Communications Interoperability Board will be tasked with reviewing the recommendation and approving the Tower Site Monitoring fee increase for the next fiscal year. The Michigan's Public Safety Communications Interoperability Board also has the capability to reduce the recommended Tower Site Monitoring fee if the Board sees reason to do so.

5. Member will be billed in arrears for time and materials costs related to preventative maintenance, repair and monitoring of Member's Sites, including expenses, payroll, benefits, and other overhead on an annual basis.
6. Member will submit payment for DTMB-MPSCS services, within thirty (30) days from DTMB-MPSCS's invoice date. See MPSCS Voice, Data and Fire Paging Fee Structure Policy 1.1.1. If Members account is not paid within thirty (30) days, any template programming requests will be held until payment has been received and processed. Invoices not paid within ninety (90) days of the invoice date will be referred to the MPSCS Director for review. Non-payment is a material breach of this Agreement; cause for termination of DTMB-MPSCS's Services, and termination of this Agreement useful life and/or manufacturer support.
7. Payments will be directed to DTMB-MPSCS at the address shown on the invoice and will be made payable to the State of Michigan.
8. For any questions regarding DTMB-MPSCS invoices, please contact MPSCS Billing Support at MPSCS-Bus@michigan.gov. If you are not receiving invoices, please update the Member's Invoice Contact information in Exhibit A of the Member Subscriber Agreement and submit to DTMB-MPSCS at MPSCS-Bus@michigan.gov.

- G. In the event DTMB-MPSCS's services are not continued, Member agrees it will retain the services of a qualified contractor approved by DTMB-MPSCS to maintain and repair the Member's Site.

Preventative Maintenance Tasks
RESPONSIBILITIES TABLE

(see following pages)

Maintenance Responsibility Matrix

Preventative Maintenance Responsible Party

	Maintenance Item with Responsible Party Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A	7401 Alpena Dispatch
Quarterly Tower Inspection and Maintenance		
1	Conduct a visual inspection of tower	D
2	Inspect anchor foundations	D
3	Inspection tower foundation	D
4	Inspect guy wires, turnbuckles, thimbles, safety cables, safety clamps and ice clips	N/A
5	Inspect and test tower lighting photocell operation and alarm reporting system (FAA mandated)	N/A
6	Inspect tower grounding system	D
7	Inspect RF cable surge suppression devices and grounding on all outside cables	D
8	Inspect dehydrator and verify pressure on each pressurized feedline.	N/A
9	o Record the dehydrator meter reading	N/A
Annual Tower Inspection and Maintenance		
Every One (1) Year		
10	Includes all items listed in the quarterly inspection	D
11	Inspect ice bridge	D
12	Inspect cathodic grounding systems (Anchorguard)	D
13	Test alarming tower lighting and dehydrator systems with NCC	D
Every Three (3) Years		
14	Tower Climb Inspection Every three (3) Years unless Annual or Quarterly Visual Inspection Issues Identified	D
15	Inspect all lighting fixtures and junction boxes and cable on the tower every three (3) years	D
16	Inspect lighting controller box every three (3) years	N/A
17	Replace side marker lamps (when recommended by manufacturer)	N/A
18	Replace strobe lamps (when recommended by manufacturer to meet FAA requirements)	N/A
19	Inspect tower bolts during climb every three (3) years	D
20	Inspect all 700/800 MHz antennas every three (3) years	D
21	Inspect all microwave antennas every three (3) years	D
22	Inspect antenna feedline clamps every three (3) years	D
Every Five (5) Years		
23	Measure and adjust as required all guy wires tension specifications to meet manufacturer's recommendation every five (5) years	N/A
24	Verify tower is plumb every five (5) years	D
Quarterly Grounds Inspection and Maintenance		
25	Inspect and clear all guy wire lanes for brush and debris	M
26	Inspect and remove or cut up fallen trees on property	M

Maintenance Responsibility Matrix

Preventative Maintenance Responsible Party

	Maintenance Item with Responsible Party	7401 Alpena Dispatch
	Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A	
27	Inspect and mowing of grass at property	M
28	Inspect roads and ditches for integrity	M
29	Inspect LP tank foundation	N/A
30	Inspect the power and telephone pedestals for integrity	M
31	Inspect and adjust the roadway gate	M
32	Inspect, adjust and repair all site fencing for integrity	M
33	Verify appropriate signage is on fencing and property	M
Annual Grounds Inspection and Maintenance		
	Every One (1) Year	
34	Includes all items in the Quarterly Grounds Inspection and Maintenance	M
35	Hire an approved contractor to apply vegetation herbicide as appropriate within the compound, immediately outside the compound, driveway, and turn around area	M
36	Mow along the driveway, outside the tower compound, and the guy wire lanes	M
37	Inspect property for overgrown vegetation and deploy the forestry cutter to remove when needed (this may result in added infrastructure charges if not properly maintained by the owner)	M
Quarterly Building Inspection and Maintenance		
38	Inspect shelter foundation	M
39	Inspect weather proof seals on all feedlines into the shelter	M
40	Inspect building exterior for weather damage or degradation	M
41	Inspect building roof for ice damage or other leaks	M
42	Inspect walls and floor for damage	M
43	Inspect and verify all exterior door locks for proper operation	M
44	Inspect and verify all AC voltage surge protection devices are operating properly	M
45	Inspect grounding system for lightning damage	D
46	Test Emergency Exit lamps	M
47	Replace as necessary all lamps and bulbs inside and outside of shelter	M
48	Inspect fire extinguishers for proper pressure	M
49	Inspect all safety equipment stored in building	M
50	Confirm appropriate safety signage is posted or available within shelter	M
51	Verify appropriate signage is on fencing and property	M
52	Clean building as appropriate	M
Annual Building Inspection and Maintenance		
	Every One (1) Year	

Maintenance Responsibility Matrix

Preventative Maintenance Responsible Party

	Maintenance Item with Responsible Party	7401 Alpena Dispatch
	Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A	
53	Includes all items in the Quarterly Building Inspection and Maintenance	M
54	Paint exterior surfaces as required	M
55	Seal roof and exterior as required by sealant manufacturer	M
56	Inspect all concrete flatwork	M
57	Inspect and test smoke detection systems. Replace batteries as required	M
58	Test outside GFCI outlets	M
59	Inspect cable ladder systems for tightness	M
60	Clean building as appropriate	M
61	Test all building alarms(door, smoke) with the NCC	M
62	Smoke Detector backup batteries must be replaced yearly	M
63	Smoke Detector backup batteries must be replaced yearly for sites that are non-notifier alarmed	M
	Every Three (3) Years	
64	Smoke Detector batteries (notifier system) every three (3) years	M
	Every Five (5) Years	
65	Fire Extinguisher Recharge every five (5) years	M
Quarterly HVAC Inspection and Maintenance (Approved MPSCS units)		
66	Inspect HVAC covers and ice diverters for damage or leaks	M
67	Verify cooling mode is working correctly	M
68	Verify heating mode is working correctly	M
69	Verify economizer mode is working correctly	M
70	Listen to the unit while operating to verify normal sounds	M
71	Verify proper lead/lag operation of the controller	M
72	Verify thermostat is set at proper ranges	M
73	Inspect and verify temperature and humidity alarms	M
74	Inspect and replace HVAC air filters as necessary	M
Annual HVAC Inspection and Maintenance (Approved MPSCS units)		
	Every One (1) Year	
75	Includes all items in the HVAC quarterly inspection and maintenance	M
76	Clean coils	M
77	Clean air cabinets	M
78	Test operation of the FCC switch	M
79	Check refrigerant charge level	M
80	Inspect bearings and belts and replace as necessary	M
81	Lubricate appropriate bearings and shafts	M
82	Inspect fan blades for wear	M
83	Inspect dampers, actuators, and other air regulating devices	M

Maintenance Responsibility Matrix

Preventative Maintenance Responsible Party

	Maintenance Item with Responsible Party	7401 Alpena Dispatch
	Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A	
84	Verify proper voltage to motor and current draw	M
85	Inspect heating elements and current draw	M
86	Verify proper temperature rise on heat	M
87	Verify proper temperature fall on cooling	M
88	Verify proper economizer mode	M
89	Inspect drains and clean as required	M
90	Inspect unit for signs of wear, overheating or other trouble	M
91	Listen to the unit while operating to verify normal sounds	M
92	Inspect cabinet for rust or other degradation	M
93	Verify HVAC shut down with smoke alarm	M
94	HVAC alarming testing with NCC	M
Quarterly Generator Inspection and Maintenance (Approved MPSCS generators)		
95	Inspect all fluid levels and top off as necessary	M
96	Inspect battery terminals and connecting cables	M
97	Inspect all clamps and hoses for leaks	M
98	Inspect exhaust system	M
99	Inspect battery charger for proper operation	M
100	Inspect block heater for proper operation	M
101	Inspect generator panel for proper alarm and meter functions	M
102	o Record the generator hour meter reading	M
103	Inspect Generator transfer panel	M
104	o Verify the clock has the correct time	M
105	o Perform a fast test transfer	M
106	o Listen for unusual noise or vibration	M
107	Inspect fuel system	M
108	o External LP fuel tank	M
109	o External diesel fuel tank	M
110	o Diesel day tank (if applicable)	M
111	o Natural gas meter and fittings	M
112	o Fuel lines between tank and generator	M
113	o Record and notify NCC of the fuel levels	M
Annual Generator Inspection and Maintenance (Approved MPSCS generators)		
	Every One (1) Year	
114	Includes all items in the generator quarterly inspection and maintenance	M
115	Load test generator battery	M
116	Inspect generator air filter for dirt	M
117	Inspect generator room air dampers for proper operation	M

Maintenance Responsibility Matrix

Preventative Maintenance Responsible Party

	Maintenance Item with Responsible Party	7401 Alpena Dispatch
	Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A	
118	Inspect room air filters for dirt	M
119	Inspect generator panel for proper alarm and meter functions	M
120	o Verify oil pressure shutdown alarm	M
121	o Verify coolant level alarm	M
122	o Verify overcrank alarm	M
123	o Verify generator not in auto alarm	M
124	Inspect Generator transfer panel	M
125	o Calibrate the in-phase board	M
126	o Calibrate the utility voltage sensing circuit board	M
127	o Replace the clock battery	M
128	o Verify generator transfer alarm	M
129	Inspect fuel system	M
130	o External LP fuel tank	M
131	o External diesel fuel tank	M
132	o Diesel day tank (if applicable)	M
133	o Natural gas meter and fittings	M
134	o Fuel lines between tank and generator	M
135	o Record and notify NCC of the fuel levels	M
136	o Verify low fuel alarm	M
137	Start Generator and place on-line for thirty (30) minutes	M
138	o Verify voltage, current and frequency parameters during operation	M
139	o Inspect for leaks during generator run	M
140	o Verify normal operating temperature and pressures	M
	Every Two (2) Years	
141	Drain and replace oil and filter every two (2) years	M
142	Replace Diesel Fuel filter with oil changes every two (2) years	M
	Every Three (3) Years	
143	Pressure Test of the LP Gas Lines every three (3) years	M
144	Replace generator battery every three (3) years	M
	Every Four (4) Years	
145	Load test generator every four (4) years	M
146	Drain and flush coolant system every four (4) years	M
	Every Eight (8) Years	
147	Replace belts and hoses every eight (8) years	M
	Monthly Microwave Radio Performance	
148	NCC trends the path performance of each microwave radio path	N/A
	Annual 700/800 MHz Radio Site Maintenance	
149	Ensure transmitter power meets manufacturer and FCC specifications	D

Maintenance Responsibility Matrix

Preventative Maintenance Responsible Party

	Maintenance Item with Responsible Party	7401 Alpena Dispatch
	Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A	
150	Ensure transmitter frequency error meets manufacturer and FCC specifications	D
151	Ensure transmitter modulation meets manufacturer specifications	D
152	Ensure transmitter combiner insertion loss meets manufacturer specifications	D
153	Ensure receiver sensitivity meets manufacturer specifications	D
154	Ensure receiver RF amplification and distribution systems are meeting manufacturer specifications	D
155	Ensure transmit and receive antenna systems meet industry standards	D
Semi-Annual General Radio Network Infrastructure (RNI) Maintenance		
156	Visually inspect all equipment	D
157	Clean equipment as needed	D
158	Replace parts as needed	D
159	Configurations of RNI equipment are backed up and stored	D
Semi-Annual Power Plant Maintenance		
160	Ensure battery terminal connections are tight and without corrosion	D
161	Load test RNI power system batteries, record and analyze values	D
162	Verify RNI power systems are functioning optimally	D

Maintenance Responsibility Matrix

Alarm Point Response

Maintenance Item with Responsible Party		7401 Alpena Dispatch
Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A		
Alarm Point Service Contacts (responsible for servicing, responding to, or investigating)		
1	AC Arrestor	D
2	AC Arrestor2	N/A
3	AC Fail	D
4	Automatic Power Module (APM)	N/A
5	Building Smoke Alarm	M
6	Cabinet Door	N/A
7	Day Tank	N/A
8	Dehydrator	N/A
9	Dehydrator2	N/A
10	Equipment Room Door	D
11	Equipment Room Smoke Alarm	D
12	FCI Panel Trouble	N/A
13	Generator Coolant Temperature	N/A
14	Generator Disabled	N/A
15	Generator Fail	N/A
16	Generator Fuel	N/A
17	Generator Low Oil Pressure	N/A
18	Generator Not Auto	N/A
19	Generator Room Door	N/A
20	Generator Room Smoke Alarm	M
21	Generator Running	N/A
22	Generator Transfer	N/A
23	Generator Warning	N/A
24	GPS	N/A
25	Ground Theft	N/A
26	Humidity	M
27	Hydrogen Alarm	N/A
28	Interior Entry Door	M
29	Lower Side Lights	N/A
30	Main Entry Door	M
31	Main Tank	N/A
32	Mid Strobe 1 (Legacy)	N/A
33	Mid Strobe 2 (Legacy)	N/A
34	RX Multicoupler 2	N/A
35	RX Multicoupler	N/A
36	Server Room Door	D
37	Side Lights	N/A
38	Strobes (Dialight)	N/A

Maintenance Responsibility Matrix

Alarm Point Response

39	Suppression Discharge	N/A
40	Temperature - Low	M
41	Temperature -High	M
42	Temperature	M
43	Top Strobe (Legacy)	N/A
44	Top Strobe-minor (Legacy)	N/A
45	Tower Top Amplifier ("TTA") (RFI Dual-A)	D
46	TTA (RFI Dual-B)	D
47	TTA (RFI)	D
48	TTA 2 (RFI)	N/A
49	TTA 2 Major	N/A
50	TTA 2 Minor	N/A
51	TTA 3 (RFI)	N/A
52	TTA Major	N/A
53	TTA Minor	N/A
54	Underground Sensor	N/A
55	Upper Side Lights	N/A
56	Water High Manhole	N/A

Maintenance Responsibility Matrix

Major Component Break-Fix Responsibility

	Maintenance Item with Responsible Party	7401 Alpena Dispatch
	Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A	
Major Components Break/Fix		
1	700/800 MHz RF Sub-system	D
2	Console Sub-system	M
3	Nokia Microwave System	N/A
4	Cambium Point-to-Point	N/A
5	Fiber Connectivity	M
6	Nokia SAR	D
7	Generator	M
8	Tower	D
9	Shelter	M
10	DC Plant	D
11	Batteries	D
12	Inverter	N/A
13	VHF Paging	N/A
14	HVAC/AC	M
15	Fire suppression	M
16	Site upkeep (access road, weeds, rodents, plow)	M
17	Refueling (propane, diesel)	N/A

ALPENA COUNTY BOARD OF COMMISSIONERS

BOARD ACTION #30

TO: County Clerk, County Treasurer, Emergency Services Coordinator

FROM: Alpena County Board of Commissioners

SUBJECT: **Resolution #21-25 Michigan's Public Safety Communications System Integration Agreement**

BOARD ACTION:

RESOLUTION #21-25

Michigan's Public Safety Communications System Integration Agreement

At the September 29, 2021 meeting of the Alpena County Board of Commissioners, the following Resolution was offered:


BE IT HEREBY RESOLVED the Alpena County Board of Commissioners approves the Michigan's Public Safety Communications System Integration Agreement with Alpena County, and

BE IT FURTHER RESOLVED that Mary Catherine Hannah, Alpena County Administrator, is authorized to sign the aforementioned Agreements.

Moved by Commissioner Peterson and supported by Commissioner Fournier to adopt Resolution #21-25. Roll call vote: AYES: Commissioners Karschnick, Peterson, Fournier, Thomson, Kozlowski, and Adrian. NAYS: None. Excused: Commissioners Gilmet and Osbourne. Motion carried.

This action was XX APPROVED DISAPPROVED

BY: Ayes: 6 Nays: 0 Excused: 2 Absent: 0 Abstaining: 0

Alpena County Board Chairman's Signature: 

Alpena County Board Vice-Chairman's Signature: _____

Date of the Board Meeting: September 29, 2021

MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM INTEGRATION AGREEMENT WITH ALPENA COUNTY

This Michigan's Public Safety Communications System Integration Agreement (Agreement) is entered into between the State of Michigan (State), by its Department of Technology, Management and Budget, Office of the Michigan's Public Safety Communications System (DTMB-MPSCS), and Alpena County (Member), whose address is 720 West Chisholm Street, Suite 13, Alpena, Michigan 49707. DTMB-MPSCS and the Member together are referred to as the "Parties".

WHEREAS, DTMB-MPSCS manages and operates the Michigan's Public Safety Communications System (MPSCS), a statewide public safety communications system available to governmental agencies that are members of MPSCS;

WHEREAS, the Member is implementing a Dispatch Consoles System (System), which will be integrated into the MPSCS for interoperability; and

WHEREAS, the Parties desire to enter into this Agreement to integrate the System and MPSCS on an interoperable basis to achieve enhanced communications coverage and performance, in the geographic areas covered by each party's system,

THEREFORE, the Parties agree to integrate the Member's System and MPSCS (collectively "the Network"), for interoperable and enhanced communications coverage.

1. **DEFINITIONS FOR PURPOSES OF THIS AGREEMENT.**

A. Agreement—means this Integration Agreement, including its exhibits, attachments, renewals, or amendments.

B. Dispatch Center—means a communication center operated by the Member for emergency dispatch purposes and integrated into the MPSCS.

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

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

E. Communications Equipment—means the MPSCS' or the Member's communications systems, comprised of towers; electronics equipment,

ancillary equipment, equipment shelters, consoles, dispatch operations, and supporting facilities.

F. Dispatch Consoles—means the Member's Dispatch Consoles System operated by the Member and integrated into the MPSCS.

G. DTMB-MPSCS—means the Michigan Department of Technology, Management and Budget, the State of Michigan Department that manages and operates the MPSCS.

H. Electronics Equipment—means the Member's Communications Equipment required for the operation of its System and integrated into the MPSCS.

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

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

1. **Exhibit A**—means Member's Member Subscriber Agreement(s) with MPSCS incorporated by reference. If applicable, each of Member's user agencies will sign a MPSCS Member Subscriber Agreement. Exhibit 2.A may be amended from time to time to update the applicable MSA's under the Agreement.
2. **Exhibit B**—means DTMB-MPSCS's Additional Terms for Monitoring and Repair of the Dispatch Consoles' Connectivity.
3. **Exhibit C.1**—means the Member's location and MPSCS Site used as part of this Integration.
4. **Exhibit C.2**—means the Network Drawings showing the demarcation point where Member's owned and maintained equipment connects and interfaces with the MPSCS system. MPSCS is responsible for maintenance/repair of the MPSCS system up to the demarcation point, and the Member is responsible for maintenance/repair of everything beyond the demarcation point.

K. FCC Licenses—means the radio broadcast licenses issued by the FCC to the State or the Member, as Licensees.

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

M. 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.

N. Member—means the Alpena County, a Michigan political subdivision and includes its departments, agencies, instrumentality's, boards, and commissioners, together with its officers, agents and employees, paid or volunteer.

O. Reserved

P. Monitoring—means MPSCS actively monitoring the operational readiness of the System integrated into the MPSCS. This monitoring is done by the NCC and the cost of the monitoring service is invoiced to the Member on a yearly basis.

Q. Motorola—means Motorola Inc. the company that designed and constructed the MPSCS pursuant to its December 8, 1994 contract with the State. Motorola also designed the System pursuant to its contract with the Member.

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

S. 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.

T. 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, the MPSCS Preventative Maintenance Schedule, and the MPSCS Book of Standards.

U. Network—means the MPSCS and the System when working together to support the integrated radio operations requirements of the Parties.

V. NCC—means the MPSCS Network Communication Center that controls and monitors the MPSCS and will monitor the Network on a 24/7 basis.

W. Radio(s)—means Member's radio users' and MPSCS members' owned: control stations, consolettes, mobile, or portable radios, or any other radio frequency transmitter interface, and Dispatch Consoles, all of which has a

unique identification number and is assigned to, or can be operated, on the MPSCS and Member's System.

X. RESERVED

Y. Seamless Roaming—means the ability of Member's System users' and MPSCS members' Radios to roam through the integrated Systems.

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

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

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

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

DD. 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.

EE. Tower 7401 Alpena County means the communication tower owned by the Member for its communications purposes.

FF. Tower Site 7001 Gaylord—means the MPSCS tower at which Member will connect to the MPSCS infrastructure by Point to Point microwave, through a SAR8 Router, to support the integration of the MPSCS and Member's system.

2. CONSIDERATION.

A. In consideration of the mutual covenants and benefits of Interoperability for MPSCS members, the Parties agree to integrate the Member's System into the MPSCS, as an MPSCS enhancement, as provided in this Agreement.

1. The Member will be responsible for the maintenance of the Dispatch Consoles and fiber connectivity into Tower Site 7001 Gaylord. If MPSCS Technicians are required to assist troubleshooting the Network connection at Site 7401 Alpena County, the Member will be charged the standard MPSCS Time & Materials rate for labor. Additionally, the Member will

reimburse the MPSCS for reasonable fees associated with MPSCS responding to connectivity outages.

2. The Member retains DTMB-MPSCS to monitor and repair Member's network connection from the demarcation point at the MPSCS Tower Site commonly known as 7001 Gaylord according to the terms and payment schedule provided in Exhibit B.

The fee for a console connection and/or terms for monitoring of the connection maybe modified by MPSCS upon a 365-day advance written notice to the Member.

3. If the Member chooses to contract with a service provider for the maintenance and repair, the Member's contracted service provider must be approved by the MPSCS for unescorted entrance into Tower Site 7001 Gaylord. Upon approval, the service provider may provide the escort for service personnel under its maintenance agreement with the Member.

3. INITIAL TERM AND RENEWAL TERMS.

A. Term. The initial term of this Agreement is ten years, commencing on its effective date.

B. Renewal Terms. The Parties may agree to extend this Agreement. In the event MPSCS elects not to extend the Agreement, the Parties will cooperate to restore a level of service comparable to the level prior to integration of the Member's System into the MPSCS system.

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 Communication Equipment, or in any manner waives governmental immunity.

5. DISPATCH CONSOLES CONSTRUCTION AND MAINTENANCE SPECIFICATIONS.

Unless attached as an Exhibit, the following documents are incorporated by reference into this Agreement.

A. Design/Build Contract. The design/build contract between the Member and Motorola that substantially represents the terms, conditions and obligations for the design and construction of the Dispatch Consoles.

B. The MPSCS Standards. The Dispatch Consoles will be installed in accordance with established MPSCS standards.

C. Member Electronics Equipment documents.

1. Computer Aided Dispatch System technical drawings, data, interface, and technical interface to the MPSCS, prepared by the vendor, and approved by Motorola and MPSCS.
2. Technical details, drawings and equipment lists of all interfaces to the Dispatch Consoles including but not limited to control stations, non-MPSCS radios and base stations, audio patch interfaces for interoperability, recording, instant recall systems directly or indirectly connected the Dispatch Consoles.

D. Resolution. The Member's resolution to enter into this Agreement naming the Member representatives authorized to execute this Agreement.

6. COMMUNICATIONS EQUIPMENT REQUIREMENTS.

A. MPSCS Standards. The Member represents that its Electronics Equipment will meet or exceed MPSCS standards in the MPSCS Book of Standards, and in all respects the Electronics Equipment shall be compatible with MPSCS' SmartZone and Moscad equipment and shall be configured in a manner similar to MPSCS' 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 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 Members System and MPSCS' communications can be degraded by the addition of users or talkgroup traffic that exceeds the Systems' capabilities and causes an unacceptable increase to the Grade of Service. Each party agrees to evaluate prospective users' 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 MPSCS, the Parties agree that the Member shall provide for the upgrades at the Member's sole cost.

7. THE MEMBER'S RESPONSIBILITIES.

A. Federal and State Licensing Requirements.

1. The Member shall obtain all appropriate approvals, registrations, permits, or primary licenses for operation of its Electronics Equipment and frequencies licensed, 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. 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 System at its sole cost. Member must issue a written notice to DTMB-MPSCS

within 30 days of a Catastrophic Event, summarizing the impact on the System and Network. Within 90 days of the Catastrophic Event, Member must notify DTMB-MPSCS of its decision to either rebuild or abandon all or part of the System.

C. Suitability, Insurance, and Indemnification.

1. DTMB-MPSCS makes no representations as to the suitability of the integrated Systems 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 Systems 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, including any holdover period, to 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 Member's System.
 - 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 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 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 30 calendar days following the effective date of this Agreement, and every year after while this Agreement is 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 30 days prior written notice to DTMB-MPSCS.
3. Waiver of Subrogation.
- i. 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 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 this License. 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 the acts of Member's employees. Member's indemnification obligation includes all costs, counsel fees, expenses, and liabilities incurred by State in connection with any claim, action, or proceedings brought under 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.

5. Member agrees that every contract entered into for the performance of this Agreement will contain an identical provision to Section 7(C)(4)(i) 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 relating to this Agreement.
6. Members' and its contractor(s) indemnification obligations shall survive the termination of this Agreement.

D. Radio Interference. Member shall not do anything in its operation of its System that would cause any unreasonable interference with the MPSCS, Network or Communications Equipment.

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 DTMB-MPSCS approved software 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, programming or other functions of the System. No Talkgroups may be added or deleted from the Electronics Equipment without the prior written approval of the 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. Dispatch Consoles and Radios. Member is responsible for maintenance of the Dispatch Consoles and Member's Radios. The Member will use its Best Efforts to maintain its users' equipment to MPSCS and manufacturer specifications. Member shall encourage all Alpena County users to submit written MPSCS system Radio Trouble Reports to the person or persons coordinating radio communications within Alpena County on forms provided by DTMB-MPSCS. Member shall investigate and to the extent feasible, provide solutions in response to its users' 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 the Member's users Radios, it shall immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.

J. 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. 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. Member shall require its service provider for the maintenance and repair of the Radio Sites to adopt an Emergency Management Plan and Preventative Maintenance Schedule similar to plan and standards in the MPSCS Standards.

K. Communications Equipment Leased Space. Member represents that its leases for Communications Equipment on leased land are valid obligation of Member, and that that integrating the Dispatch Consoles into the MPSCS will not cause a default under any of the terms and conditions of its leases, nor will be deemed an assignment of the leases to the State or DTMB-MPSCS. Member shall continue to abide by the leases' terms, and it will notify DTMB-MPSCS of any changes or circumstances in the leases that may affect either Member's or DTMB-MPSCS's obligations under this Agreement.

Renewal of the leases shall be the responsibility of Member and shall be consistent with this Agreement.

L. Tower Site 7001 Gaylord. DTMB-MPSCS gives permission to member to install and utilize Member's Communication Equipment in MPSCS Tower Site 7001 Gaylord for the Network during the term of this Agreement and any extensions. Member is responsible for the maintenance of member's fiber connection installed at Site 7001 Gaylord. If MPSCS's supporting services are requested by Member, reimbursement is provided through Exhibit B of this Agreement. Nothing in this Agreement is to be construed that Member is granted a license or other property interest in Tower Site 7001 Gaylord.

M. Patches and updates. NCC will periodically push patches and updates to equipment. It is the Members responsibility for re-booting equipment on a weekly basis to implement latest updates and patches. Some equipment, such as Logging Recorders, have a specific re-boot process. See MPSCS Operating Systems and Software Patch Requirements Policy 4.1.14 for specific re-booting information.

N. Emergency Alert Monitoring.

- i. Members who want to implement the Emergency Mode option must comply with the MPSCS Emergency Alert and Emergency Call Policy 1.1.3.
- ii. To utilize the Emergency Mode, the requesting member agency must have the ability to monitor the incoming Emergency Alert or an agreement with another agency that has this ability.
- iii. The monitoring responsibility must be prearranged prior to implementing this option. This assures a proper emergency response as well as facilitates acknowledgment and management of the alarm condition. The MPSCS Network Communications Center (NCC) observes all Emergency Alerts on their diagnostic terminals but is not liable to respond to such emergencies.
- iv. Alerts must be deactivated by the responsible agency once the emergency situation is over.

8. DTMB-MPSCS'S RESPONSIBILITIES.

A. Communications Equipment Maintenance. DTMB-MPSCS agrees to monitor Dispatch Consoles' connectivity on behalf of the Member in accordance with the terms provided in Exhibit B and this Agreement. DTMB-MPSCS shall notify the Member, through the Dispatch Director or Member's designated person, of any Communications Equipment scheduled or emergency service requirement effecting Systems' Grade of Service.

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 Members expense if they agree to purchase the enhancement and 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 30 days of such event, summarizing the impact to the MPSCS and System. Within 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 800 MHz channels to permit the continued operation of the System at a comparable Grade of Service as the Member enjoyed prior to integration of the System into the MPSCS.

E. Electronics Equipment Consoles Interruptions. DTMB-MPSCS shall use its Best Efforts to manage the Systems so as to not disrupt the Member's services operations. In the event that non-emergency repairs, upgrades, modifications, or enhancements to the Communications Equipment require temporary shutdown of MPSCS' and/or Electronics Equipment, DTMB-MPSCS shall provide the Member with 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.

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.

The State 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 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 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.

C. 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 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
Alpena County Central Dispatch
Attn: Director
720 West Chisholm Street
Suite 13
Alpena, MI 49707

To: DTMB-MPSCS
MPSCS
7150 Harris Drive
P.O. Box 30631
Lansing, MI 48909-8131
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, 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, Co-location Agreement and MPSCS Member Subscriber 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. EFFECTIVE DATE.

This Agreement's effective date is the date it is signed by DTMB-MPSCS.

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. 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 on the date below each signature.

SIGNATURE PAGES FOLLOW

MEMBER:
Alpena County

Mary Catherin Hannah

By: Mary Catherin Hannah

Its: Administrater

Date: 10/8/21

Resolution approving this Agreement, and the person authorized to execute the Agreement is attached.

**STATE OF MICHIGAN:
Department of Technology, Management, and Budget
Michigan's Public Safety Communications System**

Brad Stoddard

By: Bradley A. Stoddard

Its: Director MPSCS

Date: 10-14-2021

EXHIBIT A**MEMBER'S MPSCS MEMBER SUBSCRIBER AGREEMENT(S)
INCOPORATED BY REFERENCE**

1. 04-001 Alpena County – Alpena County Central Dispatch
entered into on February 8, 2021
Signed by: Mark Hall, Emergency Services Coordinator
2. 04-002 Alpena County – Alpena County Emergency Management Department
entered into on August 9, 2021
Signed by: Mark Hall, Emergency Services Coordinator
3. 04-003 Alpena Regional Medical Center – entity no longer exists, MSA terminated.
4. 04-004 Alpena County – District Health Department No. 4
entered into on July 12, 2021
Signed by: Matthew P. Radocy, Emergency Preparedness Coordinator
5. 04-005 Alpena County – Alpena County Sheriff Department
entered into on May 28, 2021
Signed by: Steven J. Kieliszewski, Sheriff
6. 04-006 Alpena County – Alpena Police Department
entered into on May 28, 2021
Signed by: Joel W. Jett, Chief of Police
7. 04-007 Alpena County – Northeast MI MCA
entered into on August 9, 2021
Signed by: Nicholas Harrison, MCA Coordinator
8. 04-008 Alpena County – Maple Ridge Township Fire Department
entered into on July 12, 2021
Signed by: Jim Price, Chief
9. 04-009 Alpena County – Sanborn Township Fire Department
entered into on May 28, 2021
Signed by: Dale K. Hart Jr., Chief
10. 04-010 Alpena County – Long Rapids Township Fire Department
entered into on May 28, 2021
Signed by: Darin Himes, Chief
11. 04-011 Alpena County – Wilson Township Fire Department
entered into on August 20, 2021
Signed by: Gilbert Lacross, Chief

12. 04-012 Alpena County – Green Township Fire Department
entered into on August 9, 2021
Signed by: Matthew Cohoon, Chief
13. 04-013 Alpena County – Alpena City Fire Department
entered into on July 12, 2021
Signed by: Bill Forbush, Chief
14. 04-014 Alpena County – Alpena Township Fire Department
entered into on July 12, 2021
Signed by: David Robbins, Chief
15. 04-015 Alpena County – Mid Michigan Medical Examiners Group
entered into on May 28, 2021
Signed by: David G. Turner, Chief Medical Examiner Investigator
16. 04-016 Alpena County – Hubbard Lake Township Fire Department
entered into on May 28, 2021
Signed by: Mike Eller, Chief
17. 04-017 Alpena County – Eagle Creek Renewable Energy / Thunder Bay Power Co
entered into on May 28, 2021
Signed by: Grace Dubie-Phillips, Midwest Division-Regional Manager
18. 04-018 Alpena County – Alpena County Regional Airport
entered into on July 12, 2021
Signed by: Steven P. Smigezski, Airport Manager
19. 04-019 Alpena County – Alpena County Prosecutor’s Office
entered into on August 9, 2021
Signed by: Cynthia Muszynski, Alpena County Prosecutor
20. 04-020 Alpena County – MidMichigan Medical Center Alpena
entered into on August 9, 2021
Signed by: Nicholas Harrison, Paramedic/Acting Supervisor/MCA Coordinator
21. 04-021 Alpena County – Combat Readiness Training Center (CRTC)
entered into on August 20, 2021
Signed by: Jeremy Wohlford, Alpena CRTC FD
22. 04-022 Alpena County – Alpena County Road Commission
entered into on August 20, 2021
Signed by: Ryan Brege, Managing Director
23. 04-023 Alpena County – MidMichigan Medical Center EMS
entered into on August 20, 2021
Signed by: Jacob Kamyszck, Paramedic Supervisor

EXHIBIT B

DTMB-MPSCS'S ADDITIONAL TERMS AND PAYMENT SCHEDULE FOR MONITORING AND REPAIR OF THE IDENTIFIED COMPONENTS OF THE DISPATCH CONSOLES

Commencing on the beneficial use of the Dispatch Consoles System;

- A. Consistent with the Integration Agreement, Member retains DTMB-MPSCS to monitor Member's network connection into the MPSCS at the Tower Site 7001 Gaylord commonly known as.

- B. DTMB-MPSCS's Services will be compensated as follows:
 - 1. Member will reimburse DTMB-MPSCS for the actual costs of Spare Parts, Materials, and Supplies used in the repair and maintenance of the Dispatch Consoles interface into the MPSCS.
 - 2. Member will reimburse DTMB-MPSCS for its labor costs related to Service Providers' or manufacturers' warranty service.
 - 3. Member will reimburse DTMB-MPSCS for its labor costs related to DTMB-MPSCS provided maintenance and repair of the member's network interconnection to the MPSCS.
 - 4. Member will be billed in arrears for Member's share of the proportionate time and materials costs related to MPSCS's labor or maintenance of Member's Dispatch Consoles.
 - 5. Member will submit payment for DTMB-MPSCS services, within thirty (30) days from DTMB-MPSCS's invoice date. Invoices not paid within ninety (90) days of the invoice date will be referred to the MPSCS Director for review. Non-payment is a material breach of this Agreement, cause for termination of DTMB-MPSCS's Services, and termination of this Agreement.
 - 6. Payments shall be directed to DTMB-MPSCS at the address shown in Section 12 of the Agreement and shall be made payable to the State of Michigan.

EXHIBIT C.1**COMMUNICATIONS TOWERS INTEGRATED INTO THE MPSCS****Alpena County Tower Site**

Site #	Name	Type	Address
7401	Alpena County Dispatch	Dispatch	720 W Chisholm St, Ste 13 Alpena, MI 49707

MPSCS Tower

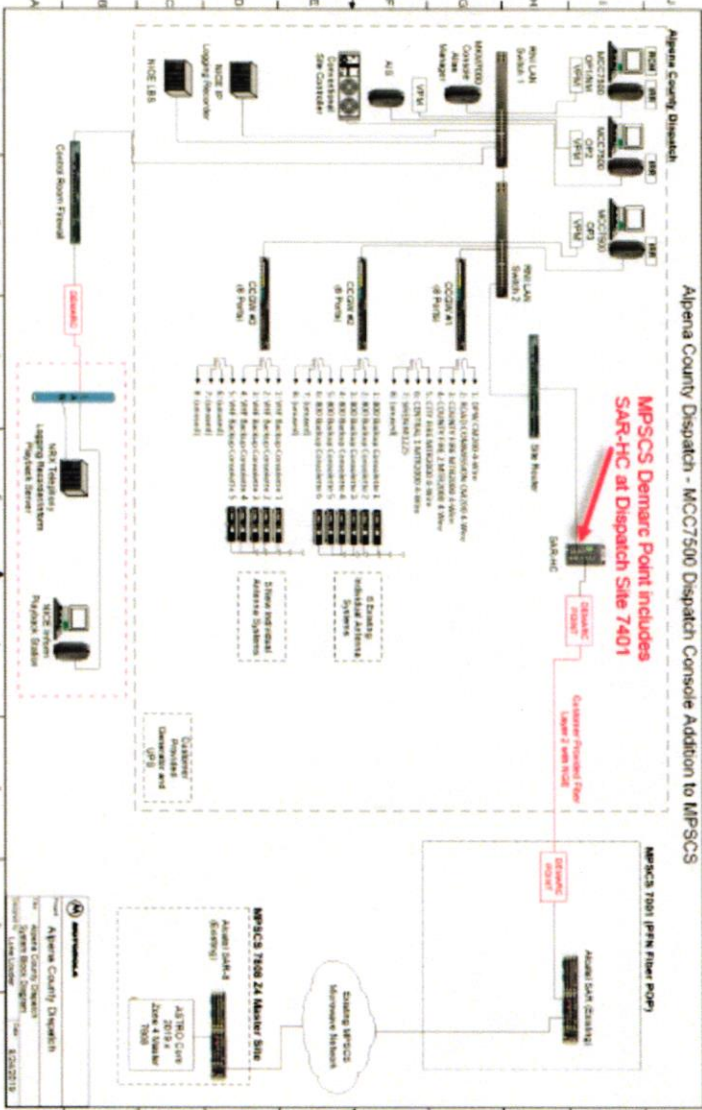
Site #	Name	Type	Address
7001	Gaylord	Multicast, RF Site	580-1 S Otsego Ave Gaylord, MI 49735

EXHIBIT C.2

NETWORK DRAWINGS SHOWING DEMARCATION POINT

Network Drawing (Dispatch)

Alpena County Dispatch - MCC7500 Dispatch Console Addition to MPSCS



Alpena Dispatch Presale DDP with MPSCS 9/23/2019