



NOTICE and AGENDA for
Kalamazoo County Consolidated Dispatch Authority
BOARD OF DIRECTORS
September 8, 2022 – Regular Meeting

PLEASE TAKE NOTICE that a REGULAR Meeting of the Kalamazoo County Consolidated Dispatch Authority (KCCDA) Board of Directors will be held in the Chief Switalski Meeting Room at KCCDA, 7040 Stadium Drive, Kalamazoo, Michigan on **Thursday, September 8th, 2022** at 3:30 p.m. for consideration of items, namely, on this Agenda.

ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

ITEM 3 – APPROVAL OF MEETING MINUTES

- A. July 14, 2022 – Regular Meeting

ITEM 4 – CITIZENS' TIME

The Board welcomes members of the public to express their ideas or concerns about issues affecting Kalamazoo County Consolidated Dispatch Authority. Members of the public wishing to speak are requested to stand at the podium and state your full name and address for the record. Each member of the public is limited to four minutes or less.

ITEM 5 – FOR CONSIDERATION

- A. Executive Director Report
 - 1. Administrative Monthly Report (A verbal update will be provided and the written version distributed after its compiled)
 - 2. July and August Reconciliation Reports
 - 3. Year-to-Date Budget Performance Report
 - 4. Correspondence:
 - a. WMU Office of the President – Letter Appointing Alternate Representatives
- B. Committee Reports
 - 1. Executive Committee – Jan Van Der Kley
 - 2. Personnel Committee – Pat McGinnis
 - 3. Technical Advisory Committee – Bryan Ergang
 - a. MPSCS Part I and II Integration Agreements
 - 4. Finance Committee – Don Martin
- C. Old Business
- D. New Business

ITEM 6 – OTHER ITEMS

- A. Announcements and Member Comments
- B. Next regular scheduled meeting – November 10, 2022 (Chief Switalski Meeting Room)

ITEM 7 – ADJOURNMENT

Kalamazoo County Consolidated Dispatch Authority (KCCDA) meetings are open to all without regard to race, color, national origin, sex or handicap. The KCCDA will provide special aid or assistance to attend a KCCDA meeting and will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities, upon four (4) business days' notice to the KCCDA. Individuals with disabilities requiring auxiliary aids or services should contact the KCCDA by writing (email: admin@kccda911.org) or calling: Chris McComb, KCCDA, 7040 Stadium Drive, Kalamazoo, 49009, Telephone: (269) 488-8911.



MINUTES

REGULAR MEETING

July 14, 2022

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Kalamazoo County Consolidated Dispatch Authority Board was called to order by Vice Chairperson Jim Ritsema at 3:30 p.m. in the Chief Switalski Meeting Room, Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo, Michigan on Thursday, July 14, 2022.

ITEM 2 – ROLL CALL

Members Present: Matt Huber; John Gisler; Don Martin; Jim Ritsema; Scott Ernstes; Greg McComb; Pat McGinnis; William Fales

Others Present: Timm Unangst; Jeff Troyer; Victoria Rose; Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

A. May 12, 2022 – Regular Meeting

“Motion by Mr. Martin, second by Mr. Ernstes to approve the meeting minutes for the May 12, 2022, Regular Meeting as presented.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 - CITIZENS TIME

There was none.

ITEM 5 –FOR CONSIDERATION

A. Executive Director Report

1. Administration’s Monthly Report

Mr. Troyer stated the report was included in packet. He noted that there was now power at two tower sites, but we are still waiting on power at Portage & Oshtemo. The transformer is on backorder and if it takes much longer, we will not make our deadline.

2. May and June Reconciliation Reports

Mr. Troyer stated the FEMA grants for the RAVE Alert and the cleaning of the center were received June 30.

3. Year-to-Date Budget Performance Report

Mr. Troyer stated the Performance Report was included in the packet. The second budget amendment and next year's budget process will begin soon.

4. Correspondence

- A. Letter from UAW Local 2290 Unit 5 dated May 27, 2022
- B. Kalamazoo County Board of Commissioners Meeting Minutes from July 5 – KCFCA Board of Directors Representative

Mr. Troyer presented the informational items, as well as the City of Portage appointment change letter which was received by his office after board packets were distributed.

B. Committee Reports

- 1. Executive Committee – Jim Ritsema
 - a. Meeting Minutes from June 9, 2022 (Special Meeting)

Mr. Ritsema welcomed new Portage City Manager Pat McGinnis to the Board. He appointed him as Chair of the Personnel Committee, a position previously held by Adam Herringa.

- 2. Personnel Committee – Pat McGinnis
 - a. Meeting Minutes from June 9, 2022

Mr. Troyer stated the Personnel Committee had a special meeting and provided an update on negotiations. There was no action needed.

- 3. Technical Advisory Committee – Bryan Ergang
 - a. Meeting Minutes from January 5, 2022
 - b. MPSCS Integration Agreements (three separate Agreements)

Mr. Troyer the minutes were informational only. There were three MPSCS Integration Agreements. Mr. Troyer indicated that any time a new entity joins that is not a public safety entity or additional infrastructure is necessary, the MPSCS must get permission to allow the user to join from KCCDA. The documents were reviewed by legal and unanimously supported by TAC.

“Motion by Mr. Huber, second by Mr. Ernstes to approve the three MPSCS Integration Agreements as presented.”

On a voice vote, **MOTION CARRIED.**

4. Finance Committee – Don Martin

Mr. Martin stated the Finance Committee has not met and has nothing to report.

C. Old Business

There was none.

D. New Business

There was no new business. Mr. Troyer noted that the Executive Committee accepted the UAW letter but chose to take no action. They were scheduled to have union negotiations on June 16, but they were rescheduled for beginning of August. The Finance Committee will be working on other things later in the year.

ITEM 6 – OTHER ITEMS

A. Announcements and Member Comments

Mr. Gisler stated the new Justice Center is on schedule and on budget. The State Court Advisory Board determined that Kalamazoo needs an extra judge, so they need to try to find space for them. The courts will either keep one judge at Gull Road or refuse the judge.

Mr. Gisler stated Axon, the maker of their body cams, road tour came through and they had a drone that could go up nearly 400 feet. That's impressive technology.

B. Next regular scheduled meeting – September 8, 2022 (Chief Switalski Meeting Room)

ITEM 7 - ADJOURNMENT

The meeting was adjourned at 3:52 p.m.

Chris McComb
Deputy Clerk of KCCDA Board of Directors

Kalamazoo County Dispatch Authority

Mercantile General Busn. Checking, Period Ending 07/29/2022

RECONCILIATION REPORT

Reconciled on: 08/03/2022

Reconciled by: Jeff Troyer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	3,204,658.87
Checks and payments cleared (47).....	-370,661.42
Deposits and other credits cleared (4).....	60,569.54
Statement ending balance.....	<u>2,894,566.99</u>

Uncleared transactions as of 07/29/2022.....	-6,091.61
Register balance as of 07/29/2022.....	2,888,475.38
Cleared transactions after 07/29/2022.....	0.00
Uncleared transactions after 07/29/2022.....	-16,934.69
Register balance as of 08/03/2022.....	2,871,540.69

Details

Checks and payments cleared (47)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/16/2022	Bill Payment	2965	Michigan Chapter of APCO	-600.00
07/02/2022	Expense	070122	MERS - Alerus Financial	-12,400.90
07/02/2022	Expense	070122	MERS - Alerus Financial	-3,677.66
07/02/2022	Expense	070122	MERS - Alerus Financial	-472.18
07/02/2022	Expense	070122	MERS - Alerus Financial	-400.00
07/05/2022	Expense	July22	Consumers Life Insurance Co...	-835.79
07/05/2022	Expense	July22	Blue Cross Blue Shield of Mic...	-32,422.13
07/11/2022	Bill Payment	2991	HelpNet	-375.00
07/11/2022	Bill Payment	3000	Carl Clatterbuck Agency	-600.00
07/11/2022	Bill Payment	2998	TransUnion Risk and Alternati...	-300.00
07/11/2022	Bill Payment	2997	Core Technology Corporation	-3,151.00
07/11/2022	Bill Payment	2996	Antenna Designs	-2,069.25
07/11/2022	Bill Payment	2995	Roe Comm	-110.00
07/11/2022	Bill Payment	2994	Language Line Services, Inc	-263.41
07/11/2022	Bill Payment	2993	Integrity Business Solutions	-178.43
07/11/2022	Bill Payment	2992	Republic Services	-208.17
07/11/2022	Bill Payment	2990	VISA - Mercantile Bank of Mic...	-3,005.99
07/11/2022	Bill Payment	2989	Sohn Linen Service	-41.46
07/11/2022	Bill Payment	2988	CertaSite, LLC	-167.63
07/11/2022	Bill Payment	2987	Michigan Municipal Risk Man...	-13,076.75
07/11/2022	Bill Payment	2986	Rose Pest Solutions	-92.00
07/11/2022	Bill Payment	2985	DL Gallivan Office Solutions	-13.81
07/11/2022	Bill Payment	2984	AT&T - Box 5011	-2,661.48
07/11/2022	Bill Payment	2983	DirecTV	-122.99
07/11/2022	Bill Payment	2982	Besco	-153.25
07/11/2022	Bill Payment	2974	Insight Public Sector, Inc.	-813.48
07/11/2022	Bill Payment	2975	Cynamics Inc.	-5,000.00
07/11/2022	Bill Payment	2976	MACNLOW Associates	-1,249.00
07/11/2022	Bill Payment	2977	Consumers Energy	-3,283.04
07/11/2022	Bill Payment	2978	Insight Direct USA	-1,644.00
07/11/2022	Bill Payment	2979	CTS Telecom, Inc.	-8,225.92
07/11/2022	Bill Payment	2980	Peninsula Fiber Network	-4,270.00
07/11/2022	Bill Payment	2981	AT&T Mobility	-540.94
07/14/2022	Bill Payment	3002	Sohn Linen Service	-41.46
07/14/2022	Bill Payment	3001	Besco	-76.00
07/14/2022	Bill Payment	3003	VISA - Mercantile Bank of Mic...	-4,186.22
07/14/2022	Bill Payment	3004	Insight Public Sector, Inc.	-833.46
07/14/2022	Bill Payment	3005	Dixon Lawn Care	-1,494.60
07/14/2022	Bill Payment	3006	Consumers Energy	-124.04

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/14/2022	Bill Payment	3007	Williams Building Services LLC	-2,260.00
07/15/2022	Expense	June22	Mercantile Bank of Michigan	-50.00
07/15/2022	Expense	071522	PAYROLL	-124,792.11
07/16/2022	Expense	071522	MERS - Alerus Financial	-3,926.34
07/16/2022	Expense	071522	MERS - Alerus Financial	-12,684.55
07/16/2022	Expense	071522	MERS - Alerus Financial	-380.00
07/16/2022	Expense	071522	MERS - Alerus Financial	-472.18
07/29/2022	Expense	072922	PAYROLL	-116,914.80
Total				-370,661.42

Deposits and other credits cleared (4)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/10/2022	Bill Payment	2836	Consumers Energy - Damage...	0.00
07/20/2022	Deposit		Kalamazoo County - Surcharg...	37,921.58
07/25/2022	Deposit		State of Michigan - Dept of Tr...	22,282.00
07/29/2022	Deposit		Mercantile Bank of Michigan	365.96
Total				60,569.54

Additional Information

Uncleared checks and payments as of 07/29/2022

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/28/2018	Expense	PAYROLL	PAYROLL	-66.07
05/14/2020	Bill Payment	1984	Bel Aire Heating and Air Cond...	-311.31
08/28/2020	Expense	Sept 20	Consumers Life Insurance Co...	-518.21
04/28/2021	Bill Payment	2421	DirecTV	-122.99
01/18/2022	Bill Payment	2773	Dena Dunn	-198.00
02/17/2022	Expense	021722	Mercantile Bank of Michigan	-30.00
06/09/2022	Bill Payment	2951	Candace Killah	-16.83
06/09/2022	Bill Payment	2953	Vicki Downs	-10.00
06/09/2022	Bill Payment	2957	NetMotion Systems, Inc.	-4,762.80
07/11/2022	Bill Payment	2999	Martin Ftacek	-55.40
Total				-6,091.61

Uncleared checks and payments after 07/29/2022

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/30/2022	Expense	072922	MERS - Alerus Financial	-12,527.83
07/30/2022	Expense	072922	MERS - Alerus Financial	-3,554.68
07/30/2022	Expense	072922	MERS - Alerus Financial	-472.18
07/30/2022	Expense	072922	MERS - Alerus Financial	-380.00
Total				-16,934.69

Kalamazoo County Dispatch Authority

Mercantile General Busn. Checking, Period Ending 08/31/2022

RECONCILIATION REPORT

Reconciled on: 09/06/2022

Reconciled by: Jeff Troyer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	2,894,566.99
Checks and payments cleared (60).....	-1,890,186.74
Deposits and other credits cleared (3).....	1,525,657.59
Statement ending balance.....	<u>2,530,037.84</u>
Uncleared transactions as of 08/31/2022.....	-55,566.38
Register balance as of 08/31/2022.....	2,474,471.46
Cleared transactions after 08/31/2022.....	0.00
Uncleared transactions after 08/31/2022.....	399,578.34
Register balance as of 09/06/2022.....	2,874,049.80

Details

Checks and payments cleared (60)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/09/2022	Bill Payment	2951	Candace Khillah	-16.83
07/11/2022	Bill Payment	2999	Martin Ftacek	-55.40
07/30/2022	Expense	072922	MERS - Alerus Financial	-472.18
07/30/2022	Expense	072922	MERS - Alerus Financial	-12,527.83
07/30/2022	Expense	072922	MERS - Alerus Financial	-3,554.68
07/30/2022	Expense	072922	MERS - Alerus Financial	-380.00
08/01/2022	Expense	HMO-Aug22	Blue Cross Blue Shield of Mic...	-592.84
08/01/2022	Expense	HSA-Aug22	Blue Cross Blue Shield of Mic...	-33,092.85
08/02/2022	Expense	Aug22	Consumers Life Insurance Co...	-898.27
08/09/2022	Transfer			-1,500,000.00
08/11/2022	Bill Payment	3019	Pace Systems, Inc.	-4,800.00
08/11/2022	Bill Payment	3020	Nicole Face	-450.00
08/11/2022	Bill Payment	3021	Republic Services	-209.08
08/11/2022	Bill Payment	3022	Sohn Linen Service	-82.92
08/11/2022	Bill Payment	3023	Identity Automation LP	-887.00
08/11/2022	Bill Payment	3025	Language Line Services, Inc	-395.68
08/11/2022	Bill Payment	3026	CTS Telecom, Inc.	-3,809.24
08/11/2022	Bill Payment	3027	Dixon Lawn Care	-754.52
08/11/2022	Bill Payment	3028	Peninsula Fiber Network	-2,135.00
08/11/2022	Bill Payment	3029	TransUnion Risk and Alternati...	-300.00
08/11/2022	Bill Payment	3030	City of Portage - Department ...	-10,478.53
08/11/2022	Bill Payment	3018	DL Gallivan Office Solutions	-35.17
08/11/2022	Bill Payment	3017	Tracy Bennett	-267.20
08/11/2022	Bill Payment	3016	AT&T - Box 5011	-2,661.48
08/11/2022	Bill Payment	3015	VISA - Mercantile Bank of Mic...	-1,454.35
08/11/2022	Bill Payment	3014	Precision Printer Services, Inc.	-154.00
08/11/2022	Bill Payment	3013	DirectTV	-129.24
08/11/2022	Bill Payment	3012	Cohl, Stoker & Toskey, P.C.	-220.00
08/11/2022	Bill Payment	3011	Besco	-193.00
08/11/2022	Bill Payment	3010	Consumers Energy	-3,679.28
08/11/2022	Bill Payment	3008	AT&T Mobility	-541.66
08/11/2022	Bill Payment	3032	Fraternal Order of Police - Lo...	-100.00
08/11/2022	Bill Payment	3033	Rose Pest Solutions	-92.00
08/12/2022	Expense	081222	PAYROLL	-119,843.58
08/13/2022	Expense	081222	MERS - Alerus Financial	-12,890.04
08/13/2022	Expense	081222	MERS - Alerus Financial	-3,850.54
08/13/2022	Expense	081222	MERS - Alerus Financial	-472.18
08/13/2022	Expense	081222	MERS - Alerus Financial	-380.00
08/15/2022	Expense		Mercantile Bank of Michigan	-50.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/25/2022	Bill Payment	3042	Kzoo Restorations LLC	-159.23
08/25/2022	Bill Payment	3052	Chelsea Snow	-345.49
08/25/2022	Bill Payment	3051	Danielle Mayo	-698.45
08/25/2022	Bill Payment	3050	AT&T Mobility	-541.66
08/25/2022	Bill Payment	3049	AT&T - Box 5011	-2,661.48
08/25/2022	Bill Payment	3048	Williams Building Services LLC	-2,260.00
08/25/2022	Bill Payment	3047	DirecTV	-129.24
08/25/2022	Bill Payment	3046	Jefferson Koch	-539.70
08/25/2022	Bill Payment	3035	Sohn Linen Service	-82.82
08/25/2022	Bill Payment	3036	Unum Insurance Company of ...	-4,615.74
08/25/2022	Bill Payment	3037	Insight Direct USA	-303.09
08/25/2022	Bill Payment	3038	Eaton Corporation	-6,486.20
08/25/2022	Bill Payment	3039	Consumers Energy	-3,550.18
08/25/2022	Bill Payment	3041	Besco	-93.25
08/25/2022	Bill Payment	3043	Cohl, Stoker & Toskey, P.C.	-286.00
08/25/2022	Bill Payment	3044	Insight Public Sector, Inc.	-754.02
08/26/2022	Expense	082622	PAYROLL	-117,924.81
08/27/2022	Expense	082622	MERS - Alerus Financial	-472.18
08/27/2022	Expense	082622	MERS - Alerus Financial	-12,222.15
08/27/2022	Expense	082622	MERS - Alerus Financial	-3,648.82
08/27/2022	Expense	082622	MERS - Alerus Financial	-9,505.66

Total -1,890,186.74

Deposits and other credits cleared (3)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/17/2022	Deposit		Kalamazoo County - Millage ...	1,524,975.00
08/22/2022	Deposit		Face, Nicole Marie	393.00
08/31/2022	Deposit		Mercantile Bank of Michigan	289.59

Total 1,525,657.59

Additional Information

Uncleared checks and payments as of 08/31/2022

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/28/2018	Expense	PAYROLL	PAYROLL	-66.07
05/14/2020	Bill Payment	1984	Bel Aire Heating and Air Cond...	-311.31
08/28/2020	Expense	Sept 20	Consumers Life Insurance Co...	-518.21
04/28/2021	Bill Payment	2421	DirecTV	-122.99
01/18/2022	Bill Payment	2773	Dena Dunn	-198.00
02/17/2022	Expense	021722	Mercantile Bank of Michigan	-30.00
06/09/2022	Bill Payment	2953	Vicki Downs	-10.00
06/09/2022	Bill Payment	2957	NetMotion Systems, Inc.	-4,762.80
08/11/2022	Bill Payment	3024	Michael Gordon	-9.89
08/11/2022	Bill Payment	3031	Township of Kalamazoo - Poli...	-10,059.00
08/25/2022	Bill Payment	3054	State of Michigan - DTMB	-38,971.07
08/25/2022	Bill Payment	3040	Kalamazoo City Treasurer	-477.32
08/25/2022	Bill Payment	3045	VISA - Mercantile Bank of Mic...	-1.00
08/25/2022	Bill Payment	3053	DL Gallivan Office Solutions	-28.72

Total -55,566.38

Uncleared deposits and other credits as of 08/31/2022

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/11/2022	Bill Payment	3009	Blue Cross Blue Shield of Mic...	0.00

Total 0.00

Uncleared deposits and other credits after 08/31/2022

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/07/2022	Deposit		Kalamazoo County - Surcharg...	144,032.00
09/07/2022	Deposit		Kalamazoo County - Surcharg...	255,546.34
Total				399,578.34



Summary Statement

July 31, 2022

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Investor ID: MI-01-0589

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**Kalamazoo County Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009**

Michigan CLASS

Michigan CLASS

Average Monthly Yield: 1.6496%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
MI-01-0589-0001	KCDA	14,507.24	0.00	0.00	20.35	53.74	14,517.74	14,527.59
TOTAL		14,507.24	0.00	0.00	20.35	53.74	14,517.74	14,527.59



KCDA

Account Summary

Average Monthly Yield: 1.6496%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Michigan CLASS	14,507.24	0.00	0.00	20.35	53.74	14,517.74	14,527.59

Transaction Activity

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
07/01/2022	Beginning Balance			14,507.24	
07/31/2022	Income Dividend Reinvestment	20.35			
07/31/2022	Ending Balance			14,527.59	



Michigan CLASS

Michigan CLASS

Date	Dividend Rate	Daily Yield
07/01/2022	0.000164512	1.5012%
07/02/2022	0.000000000	1.5012%
07/03/2022	0.000000000	1.5012%
07/04/2022	0.000000000	1.5012%
07/05/2022	0.000041898	1.5292%
07/06/2022	0.000042030	1.5341%
07/07/2022	0.000042333	1.5452%
07/08/2022	0.000129885	1.5803%
07/09/2022	0.000000000	1.5803%
07/10/2022	0.000000000	1.5803%
07/11/2022	0.000044032	1.6072%
07/12/2022	0.000044291	1.6166%
07/13/2022	0.000044734	1.6314%
07/14/2022	0.000044757	1.6319%
07/15/2022	0.000134781	1.6388%
07/16/2022	0.000000000	1.6398%
07/17/2022	0.000000000	1.6398%
07/18/2022	0.000045127	1.6456%
07/19/2022	0.000045489	1.6603%
07/20/2022	0.000045687	1.6676%
07/21/2022	0.000046253	1.6882%
07/22/2022	0.000138888	1.6898%
07/23/2022	0.000000000	1.6898%
07/24/2022	0.000000000	1.6898%
07/25/2022	0.000046403	1.6937%
07/26/2022	0.000046691	1.7042%
07/27/2022	0.000046702	1.7046%
07/28/2022	0.000048541	1.7717%
07/29/2022	0.000158178	1.9245%
07/30/2022	0.000000000	1.9245%
07/31/2022	0.000000000	1.9245%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



Summary Statement

August 31, 2022

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Investor ID: MI-01-0589

0000456-0002671 PDF 449226

**Kalamazoo County Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009**

Michigan CLASS

Michigan CLASS

Average Monthly Yield: 2.2351%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
MI-01-0589-0001	KCDA	14,527.59	1,500,000.00	0.00	2,176.95	2,230.69	1,176,679.03	1,516,704.54
TOTAL		14,527.59	1,500,000.00	0.00	2,176.95	2,230.69	1,176,679.03	1,516,704.54



KCDA

Account Summary

Average Monthly Yield: 2.2351%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Michigan CLASS	14,527.59	1,500,000.00	0.00	2,176.95	2,230.69	1,176,679.03	1,516,704.54

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
08/01/2022	Beginning Balance			14,527.59	
08/08/2022	Contribution	1,500,000.00			2418815
08/31/2022	Income Dividend Reinvestment	2,176.95			
08/31/2022	Ending Balance			1,516,704.54	



Michigan CLASS

Michigan CLASS

Date	Dividend Rate	Daily Yield
08/01/2022	0.000056789	2.0728%
08/02/2022	0.000057460	2.0973%
08/03/2022	0.000058251	2.1262%
08/04/2022	0.000058754	2.1446%
08/05/2022	0.000176415	2.1464%
08/06/2022	0.000000000	2.1464%
08/07/2022	0.000000000	2.1464%
08/08/2022	0.000058803	2.1463%
08/09/2022	0.000058926	2.1508%
08/10/2022	0.000059804	2.1819%
08/11/2022	0.000059995	2.1898%
08/12/2022	0.000181092	2.2029%
08/13/2022	0.000000000	2.2033%
08/14/2022	0.000000000	2.2033%
08/15/2022	0.000060718	2.2162%
08/16/2022	0.000061107	2.2304%
08/17/2022	0.000061751	2.2539%
08/18/2022	0.000062557	2.2833%
08/19/2022	0.000187908	2.2862%
08/20/2022	0.000000000	2.2862%
08/21/2022	0.000000000	2.2862%
08/22/2022	0.000062642	2.2864%
08/23/2022	0.000063079	2.3024%
08/24/2022	0.000063372	2.3131%
08/25/2022	0.000063906	2.3326%
08/26/2022	0.000191859	2.3343%
08/27/2022	0.000000000	2.3343%
08/28/2022	0.000000000	2.3343%
08/29/2022	0.000064182	2.3407%
08/30/2022	0.000064502	2.3543%
08/31/2022	0.000064538	2.3557%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2022 Budget - REVISION I - FY22

January - December 2022

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
Income									
400.000 Use of Fund Balance		2,480,385.00	2,480,385.00				\$0.00	\$2,480,385.00	\$2,480,385.00
402.000 Property Taxes	4,612,846.58	6,099,900.00	1,487,053.42				\$4,612,846.58	\$6,099,900.00	\$1,487,053.42
528.000 Federal Grants - Other	78,235.00	78,235.00	0.00				\$78,235.00	\$78,235.00	\$0.00
615.010 Surcharge Revenue - State 911	280,664.00	484,000.00	203,336.00	22,282.00	44,000.00	21,718.00	\$302,946.00	\$528,000.00	\$225,054.00
615.020 Surcharge Revenue - Local 911	536,709.47	1,080,000.00	543,290.53				\$536,709.47	\$1,080,000.00	\$543,290.53
665.000 Interest Earned	3,809.94	3,000.00	(809.94)				\$3,809.94	\$3,000.00	\$(809.94)
667.000 Rent/Lease Revenue	7,200.00	7,200.00	0.00				\$7,200.00	\$7,200.00	\$0.00
671.000 Miscellaneous Revenue	7.80	250.00	242.20				\$7.80	\$250.00	\$242.20
Total Income	\$5,519,472.79	\$10,232,970.00	\$4,713,497.21	\$22,282.00	\$44,000.00	\$21,718.00	\$5,541,754.79	\$10,276,970.00	\$4,735,215.21
GROSS PROFIT	\$5,519,472.79	\$10,232,970.00	\$4,713,497.21	\$22,282.00	\$44,000.00	\$21,718.00	\$5,541,754.79	\$10,276,970.00	\$4,735,215.21
Expenses									
700 thru 718 Personnel Services							\$0.00	\$0.00	\$0.00
702.010 Salaries - Administration	183,538.01	293,643.00	110,104.99				\$183,538.01	\$293,643.00	\$110,104.99
702.020 Wages - Regular					12,000.00	12,000.00	\$0.00	\$12,000.00	\$12,000.00
702.021 Administrative Support	90,978.35	160,604.00	69,625.65				\$90,978.35	\$160,604.00	\$69,625.65
702.022 Dispatch Supervisors	247,815.66	394,380.00	146,564.34				\$247,815.66	\$394,380.00	\$146,564.34
702.023 ECO II's	873,412.04	1,633,034.00	759,621.96				\$873,412.04	\$1,633,034.00	\$759,621.96
702.024 ECO I's	180,332.40	332,030.00	151,697.60				\$180,332.40	\$332,030.00	\$151,697.60
702.026 Bereavement	6,274.36		(6,274.36)				\$6,274.36	\$0.00	\$(6,274.36)
702.029 Healthy Wrkplc Leave	20,029.36		(20,029.36)				\$20,029.36	\$0.00	\$(20,029.36)
702.040 Wages - Short Term Disability	1,915.47		(1,915.47)				\$1,915.47	\$0.00	\$(1,915.47)
Total 702.020 Wages - Regular	1,420,757.64	2,520,048.00	1,099,290.36		12,000.00	12,000.00	\$1,420,757.64	\$2,532,048.00	\$1,111,290.36
702.030 Wages - Overtime		315,787.00	315,787.00				\$0.00	\$315,787.00	\$315,787.00
702.031 Administrative Support	266.37		(266.37)				\$266.37	\$0.00	\$(266.37)
702.032 Dispatch Supervisors	59,247.52		(59,247.52)				\$59,247.52	\$0.00	\$(59,247.52)
702.033 ECO II's	160,744.84		(160,744.84)				\$160,744.84	\$0.00	\$(160,744.84)
702.034 ECO I's	18,585.68		(18,585.68)				\$18,585.68	\$0.00	\$(18,585.68)
Total 702.030 Wages - Overtime	238,844.41	315,787.00	76,942.59				\$238,844.41	\$315,787.00	\$76,942.59
702.050 CTO Pay	6,550.25	23,000.00	16,449.75				\$6,550.25	\$23,000.00	\$16,449.75
706.000 Wages - Holiday Premium	50,874.25	130,872.00	79,997.75				\$50,874.25	\$130,872.00	\$79,997.75
712.000 Payment in Lieu of Benefits	33,575.00	52,650.00	19,075.00				\$33,575.00	\$52,650.00	\$19,075.00
715.010 Auto Allowance	5,788.16	8,683.00	2,894.84				\$5,788.16	\$8,683.00	\$2,894.84
Total 700 thru 718 Personnel Services	1,939,927.72	3,344,683.00	1,404,755.28		12,000.00	12,000.00	\$1,939,927.72	\$3,356,683.00	\$1,416,755.28
719 thru 725 Benefits and Taxes							\$0.00	\$0.00	\$0.00



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2022 Budget - REVISION I - FY22

January - December 2022

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
719.000 Workers Comp Insurance	3,142.00	11,484.00	8,342.00				\$3,142.00	\$11,484.00	\$8,342.00
720.010 Medical/Health Insurance	208,217.09	349,180.00	140,962.91				\$208,217.09	\$349,180.00	\$140,962.91
720.020 Dental Insurance	18,221.24	28,658.00	10,436.76				\$18,221.24	\$28,658.00	\$10,436.76
720.030 Vision Insurance	3,381.65	6,468.00	3,086.35				\$3,381.65	\$6,468.00	\$3,086.35
720.040 Life Insurance	5,513.29	8,995.00	3,481.71				\$5,513.29	\$8,995.00	\$3,481.71
720.050 Unemployment		9,000.00	9,000.00				\$0.00	\$9,000.00	\$9,000.00
720.060 HSA Contributions	72,100.00	78,050.00	5,950.00				\$72,100.00	\$78,050.00	\$5,950.00
720.070 Short-Term Disability Insurance	21,780.97	31,736.00	9,955.03				\$21,780.97	\$31,736.00	\$9,955.03
721.000 Social Security	117,695.61	205,944.00	88,248.39				\$117,695.61	\$205,944.00	\$88,248.39
722.000 Medicare	27,525.57	48,164.00	20,638.43				\$27,525.57	\$48,164.00	\$20,638.43
725.010 Retirement - MERS DC	153,200.54	266,968.00	113,767.46				\$153,200.54	\$266,968.00	\$113,767.46
725.020 Retirement - MERS 457	5,458.54	8,734.00	3,275.46				\$5,458.54	\$8,734.00	\$3,275.46
725.030 Retirement - MERS HCSP	45,444.71	55,504.00	10,059.29				\$45,444.71	\$55,504.00	\$10,059.29
Total 719 thru 725 Benefits and Taxes	681,681.21	1,108,885.00	427,203.79				\$681,681.21	\$1,108,885.00	\$427,203.79
726 thru 799 Supplies							\$0.00	\$0.00	\$0.00
727.000 Office Supplies	4,795.45	15,000.00	10,204.55				\$4,795.45	\$15,000.00	\$10,204.55
730.000 Maintenance Supplies	1,313.87	6,000.00	4,686.13				\$1,313.87	\$6,000.00	\$4,686.13
740.000 Uniform Supplies		8,000.00	8,000.00				\$0.00	\$8,000.00	\$8,000.00
760.000 Kitchen Supplies	146.88	1,750.00	1,603.12				\$146.88	\$1,750.00	\$1,603.12
764.000 Food Supplies	54.99	1,750.00	1,695.01				\$54.99	\$1,750.00	\$1,695.01
Total 726 thru 799 Supplies	6,311.19	32,500.00	26,188.81				\$6,311.19	\$32,500.00	\$26,188.81
800 thru 969 Services & Other Charges							\$0.00	\$0.00	\$0.00
801.010 Contractual Services	488,625.66	623,956.00	135,330.34				\$488,625.66	\$623,956.00	\$135,330.34
805.010 Professional Services - Audit	7,100.00	7,100.00	0.00				\$7,100.00	\$7,100.00	\$0.00
810.000 Administrative Fees		3,600.00	3,600.00				\$0.00	\$3,600.00	\$3,600.00
813.000 Legal Fees	2,772.00	22,000.00	19,228.00				\$2,772.00	\$22,000.00	\$19,228.00
820.010 Interpreter Fees	2,569.22	4,800.00	2,230.78				\$2,569.22	\$4,800.00	\$2,230.78
835.010 Medical Services - Physical Exams	1,095.00	2,500.00	1,405.00				\$1,095.00	\$2,500.00	\$1,405.00
835.020 Medical Services - Drug Testing	215.00	1,500.00	1,285.00				\$215.00	\$1,500.00	\$1,285.00
850.010 Telephone Service	8,174.18	14,750.00	6,575.82				\$8,174.18	\$14,750.00	\$6,575.82
850.020 Internet Service	62,746.37	96,190.00	33,443.63				\$62,746.37	\$96,190.00	\$33,443.63
850.030 Copying	71.81	2,500.00	2,428.19				\$71.81	\$2,500.00	\$2,428.19
850.040 Mailing	51.69	3,000.00	2,948.31				\$51.69	\$3,000.00	\$2,948.31
870.010 Travel - Training/Registration	3,001.97	10,000.00	6,998.03	10,224.00	24,000.00	13,776.00	\$13,225.97	\$34,000.00	\$20,774.03
870.020 Travel - Lodging	4,708.11	9,000.00	4,291.89	532.80	2,500.00	1,967.20	\$5,240.91	\$11,500.00	\$6,259.09



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2022 Budget - REVISION I - FY22

January - December 2022

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
870.030 Travel- Meals/Food	1,389.58	6,000.00	4,610.42	109.28	2,500.00	2,390.72	\$1,498.86	\$8,500.00	\$7,001.14
870.040 Travel - Mileage	688.07	5,000.00	4,311.93	184.87	2,500.00	2,315.13	\$872.94	\$7,500.00	\$6,627.06
870.050 Travel - Other	4,105.01	8,500.00	4,394.99	60.00	500.00	440.00	\$4,165.01	\$9,000.00	\$4,834.99
871.010 Education Expense		2,000.00	2,000.00				\$0.00	\$2,000.00	\$2,000.00
900.000 Printing		2,000.00	2,000.00				\$0.00	\$2,000.00	\$2,000.00
905.000 Advertising	2,670.00	5,500.00	2,830.00				\$2,670.00	\$5,500.00	\$2,830.00
915.000 Dues & Subscriptions	400.39	9,000.00	8,599.61				\$400.39	\$9,000.00	\$8,599.61
920.010 Utilities - Gas	2,463.71	8,000.00	5,536.29				\$2,463.71	\$8,000.00	\$5,536.29
920.020 Utilities - Electricity	25,605.19	55,000.00	29,394.81				\$25,605.19	\$55,000.00	\$29,394.81
920.030 Utilities - Water & Sewer	2,414.67	4,000.00	1,585.33				\$2,414.67	\$4,000.00	\$1,585.33
934.010 Repair & Maintenance - Equipment	13,456.54	25,000.00	11,543.46				\$13,456.54	\$25,000.00	\$11,543.46
955.000 Miscellaneous Operating	6,777.87	20,000.00	13,222.13				\$6,777.87	\$20,000.00	\$13,222.13
958.010 Insurance Premium	52,307.00	55,000.00	2,693.00				\$52,307.00	\$55,000.00	\$2,693.00
Total 800 thru 969 Services & Other Charges	693,409.04	1,005,896.00	312,486.96	11,110.95	32,000.00	20,889.05	\$704,519.99	\$1,037,896.00	\$333,376.01
970 thru 989 Equipment & Capital Outlay							\$0.00	\$0.00	\$0.00
976.000 Project Costs	4,200.00	150,000.00	145,800.00				\$4,200.00	\$150,000.00	\$145,800.00
980.000 Equipment/Software - Capital	27,500.00	2,690,385.00	2,662,885.00				\$27,500.00	\$2,690,385.00	\$2,662,885.00
980.010 Equipment/Software - Small	9,576.46	30,000.00	20,423.54				\$9,576.46	\$30,000.00	\$20,423.54
980.020 Facility - Capital	6,645.00	35,745.00	29,100.00				\$6,645.00	\$35,745.00	\$29,100.00
980.030 Land - Capital	35,033.00	35,033.00	0.00				\$35,033.00	\$35,033.00	\$0.00
Total 970 thru 989 Equipment & Capital Outlay	82,954.46	2,941,163.00	2,858,208.54				\$82,954.46	\$2,941,163.00	\$2,858,208.54
990 thru 994 Debt Service							\$0.00	\$0.00	\$0.00
991.010 Loan/Lease - Principal		1,208,598.00	1,208,598.00				\$0.00	\$1,208,598.00	\$1,208,598.00
991.020 Loan/Lease - Interest		124,949.00	124,949.00				\$0.00	\$124,949.00	\$124,949.00
Total 990 thru 994 Debt Service		1,333,547.00	1,333,547.00				\$0.00	\$1,333,547.00	\$1,333,547.00
Total Expenses	\$3,404,283.62	\$9,766,674.00	\$6,362,390.38	\$11,110.95	\$44,000.00	\$32,889.05	\$3,415,394.57	\$9,810,674.00	\$6,395,279.43
NET OPERATING INCOME	\$2,115,189.17	\$466,296.00	\$ (1,648,893.17)	\$11,171.05	\$0.00	\$ (11,171.05)	\$2,126,360.22	\$466,296.00	\$ (1,660,064.22)
NET INCOME	\$2,115,189.17	\$466,296.00	\$ (1,648,893.17)	\$11,171.05	\$0.00	\$ (11,171.05)	\$2,126,360.22	\$466,296.00	\$ (1,660,064.22)



August 30, 2022

Jeff Troyer, Executive Director
Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009

Re: Alternate Appointments to Kalamazoo County Consolidated Dispatch Authority

Dear Members,

With the retirements of Patti VanWalbeck and Carol Dedow, we would like to recommend a change in alternates for voting members Jan Van Der Kley and Scott Merlo. Western Michigan University selects Tracie Moored and Timm Unangst to serve as alternates, respectively, as permitted by the Agreement effective immediately.

These selections will continue until further notification is made by Western Michigan University.

Sincerely,

A handwritten signature in cursive script that reads "Edward Montgomery".

Edward Montgomery
President
Western Michigan University

c: Tracie Moored
Jan Van Der Kley
Timm Unangst
Scott Merlo



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: TAC & Executive Director Agency: KCCDA

Phone Number: Length of Time Needed: 10 mins Agenda Item #: 5B-3B

Topic: MPSCS Integration Agreements

Brief Description:

At the July board meeting, three agreements with the Michigan Public Safety Communications System were recommended by TAC and approved by the Board of Directors: MPSCS Integration Agreement (Part I) with KCCDA, Part II Final Integration Agreement and MPSCS Memorandum of Agreement with KCCDA.

Due to a modification requested by MPSCS after the Part I and Part II Integration Agreements were approved by the Board, they are being presented for approval again. The TAC will consider these agreements on September 7th and they are recommended by the Executive Director for approval. Both documents have been reviewed by legal counsel.

Proposed Motion:

Motion to approve the MPSCS Part I and II Integration Agreements as presented.

Agenda Request Approved: 08/30/22 Meeting Date: 09/08/22 Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.

**MICHIGAN’S PUBLIC SAFETY COMMUNICATIONS SYSTEM
INTEGRATION AGREEMENT WITH
KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY**

This Michigan’s Public Safety Communications System Integration Agreement, (Agreement) comprised of a Pre-Integration Section and Final Integration Section is entered between the State of Michigan, by its Department of Technology, Management, and Budget, Office of the Michigan’s Public Safety Communications System (DTMB-MPSCS), whose address is 7150 Harris Drive, Lansing, MI 48909, and Kalamazoo County Consolidated Dispatch Authority (KCCDA or Member), whose address is 7040 Stadium Drive, Kalamazoo, Michigan 49009. DTMB-MPSCS and Member together are referred to as the “Parties”.

**PART I
PRE-INTEGRATION AGREEMENT**

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

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

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

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

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

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

WHEREAS, the Parties agree that Part I is an independent agreement until, and if, Part II is entered, at which time the Parties agree that the terms and conditions of

both Part I and II will be integrated into one controlling agreement as of Part II's effective date.

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

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

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

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

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

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

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

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

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

H. RESERVED

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

J. DDP—means the Detailed Design Plan.

K. DTMB-MPSCS—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan’s Public Safety

Communications System, which is the State of Michigan Department that manages and operates the MPSCS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONSIDERATION.

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

3. TERM OF PART I.

Term. The term of this Part I Agreement is for the duration of the Member’s membership in the MPSCS, commencing on the effective date of its Member Subscriber Agreement, unless terminated earlier as provided in this Agreement.

4. RELATIONSHIP OF THE PARTIES.

This Agreement is not intended to, and shall not constitute, create, or give rise to a joint venture, partnership or formal business association, organization or relationship of any kind between the Parties. No employee, agent, or servant of either party shall be deemed to be an employee, agent or servant of the other.

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

5. RADIO SITES CONSTRUCTION AND MAINTENANCE SPECIFICATIONS.

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

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

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

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

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

6. COMMUNICATIONS EQUIPMENT REQUIREMENTS.

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

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

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

D. Integration.

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

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

7. THE MEMBER'S RESPONSIBILITIES.

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

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

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

1. **Pre-Integration Review**

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

unreasonably withhold a Notice to Proceed. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's consent for the Member to enter into the proposed contract with the Service Provider but does not require the Member to do so.

2. Detailed Design Review

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

3. System Staging Testing and Acceptance

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

4. Go-Live Documentation and Acceptance

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

5. Final System As-Built Documentation

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

6. Project Changes

The Member agrees that the contract with its Service Provider will prohibit the Service Provider from proceeding with any work or

design that has not been agreed to by DTMB-MPSCS. If changes are required for previously approved system designs or project plans, the Member shall submit the proposed changes for DTMB-MPSCS review and acceptance and issuance of a Notice to Proceed.

A. Federal and State Licensing Requirements.

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

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

C. Suitability, Insurance, and Indemnification.

1. DTMB-MPSCS makes no representations as to the suitability of the MPSCS for the Member's use or that DTMB-MPSCS maintains any insurance to insure Member, its employees, agents, contractors, subcontractors, or service providers against any claims, demands, actions, suits, or causes of action, and judgments, settlements, or recoveries, for bodily injury or property damage arising out of the condition of the MPSCS or any other equipment or facilities operated by DTMB-MPSCS or anything contained in this Agreement. DTMB-

MPSCS is not obligated under this Agreement to obtain any insurance for Member's benefit. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the State.

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

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

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

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

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

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

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

vii. Insurance Certificates.

a. Members must provide DTMB-MPSCS within thirty (30) days following the effective date of this Agreement (Part I) and before any work commences and every year after Part I and II are in effect, certificate(s) of insurance verifying liability coverage and listing the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as additional insured.

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

3. Waiver of Subrogation.

Each Party releases the other Party 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 and Apportionment of Liability. The Parties acknowledge that each is legally precluded from indemnifying the other against any liabilities related to or in support of their systems' integration. Each party shall be solely and entirely responsible for its acts and the acts of its employees, agents, servants, contractors, subcontractors, and volunteers during the Term of this Agreement. Liability for any losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding arising out of or resulting from activities related to or in support of their systems' integration shall be determined in accordance with applicable law.

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

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

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

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

H. Security.

1. MPSCS Towers:

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

2. Member Towers:

Member will facilitate DTMB-MPSCS access to the Radio Sites for installation, repair, maintenance, or removal of the Electronics Equipment. The Electronics Equipment shall be installed in a secure location limiting access to only personnel approved by Member. DTMB-MPSCS shall limit its activity to the normal use and maintenance of the Electronics Equipment and immediately associated Network equipment. The Member does not have permission to access any other parts of the MPSCS network, databases, or other systems integrated

into the MPSCS. The passwords provided for the operation of the Electronics Equipment shall remain secured within the Member's organization. If passwords or accounts are breached as a result of the Member's employees or representatives, the Member will be responsible for any costs associated with the remediation of the security breach.

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

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

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

J. Radio Users. Member is responsible for maintenance of the Member's radios and Member will use its best efforts to maintain its user's equipment to MPSCS and the radios' manufacturer specifications. Member shall encourage its users to submit written MPSCS system Radio Trouble Reports to the person or persons coordinating radio communications for Member on forms provided by DTMB-MPSCS. Member shall investigate and, to the extent feasible, provide solutions in response to its user's Radio Trouble Reports. Member shall periodically report to DTMB-MPSCS on the status and disposition of its users' Radio Trouble Reports. In the event, Member determines that the Radio Trouble Report is related to the MPSCS and not a Member user's radio; it shall immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.

K. NCC. Member shall use the NCC as its single point of contact regarding the operation of the Radio Sites and its Communications Equipment. NCC's monitoring service costs are invoiced in advance to Member annually on January 1, prorated from the beneficial use start date, as further detailed in the Agreement Part II. Time and material costs associated to Member Towers for break fix, trouble shooting, and/or maintenance will be billed in the year

following the service. In the event that Member decides at the end of the term to be mutually agreed upon by the Parties in the Agreement Part II, to retain another service provider for the maintenance and repair of the Radio Sites, it shall adopt an Emergency Management Plan and Preventative Maintenance Schedule similar to plan and standards in the MPSCS Standards prior to the start date of the new service provider.

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

8. DTMB-MPSCS'S RESPONSIBILITIES.

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

B. MPSCS Management and Operations. DTMB-MPSCS shall manage, monitor, and keep the MPSCS in good working condition. DTMB-MPSCS shall provide preventative maintenance in accordance with the MPSCS Preventative Maintenance Schedule and respond to Systems' outages pursuant to the MPSCS Emergency Plan.

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

D. Decision to Rebuild. In the event of a Catastrophic Event, DTMB-MPSCS shall have the sole option and responsibility, to build or abandon all

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

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

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

9. NONDISCRIMINATION.

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, The Parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Parties further agree that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Any breach of this Section shall constitute a material breach of the Agreement.

10. UNFAIR LABOR PRACTICES.

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

11. **TERMINATION.**

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

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

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

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

12. **NOTICES.**

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

To: Member

Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009
Attn: Executive 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 shall be governed by, and construed in accordance with, the laws of the State of Michigan.

15. AMENDMENTS.

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

16. NO WAIVER OF DEFAULT.

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

17. ENTIRE AGREEMENT AND ORDER OF PRIORITY.

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

18. AGREEMENT PART I EFFECTIVE DATE.

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

19. HEADINGS.

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

20. SEVERANCE.

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

21. AGREEMENT NEGOTIATION.

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

22. VALIDITY.

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

23. COUNTERPARTS.

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

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

SIGNATURE PAGES FOLLOW

MEMBER:
KCCDA

By: Jan Van Der Kley
Its: KCCDA Board of Directors Chairperson

Date: _____

By: Richard Fuller
Its: KCCDA Board of Directors Clerk

Date: _____

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

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

EXHIBIT 1.B

INTEGRATED EQUIPMENT APPROVAL REQUIREMENTS (for purposes other than testing)

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

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

EXHIBIT 1.C

FINALIZATION OF INTEGRATION PROJECT REQUIRED INFORMATION

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

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

EXHIBIT 1.D

NOTICE TO PROCEED (Example)

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

Attachments List:

MPSCS Representative _____

Member Representative _____

NOTICE OF CONSENT (Example)

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

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

Project Name: _____

High Level Design Submission Date: _____

Submitted design items requiring modification or additional information: _____

Open Design Items Pending Consent: _____

**PART II
FINAL INTEGRATION AGREEMENT**

This 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 Kalamazoo County Consolidated Dispatch Authority (KCCDA or 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 Radio 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 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.
- ii. **Exhibit 2.B**—means the communications towers integrated into the MPSCS.
- iii. **Exhibit 2.C**—means DTMB-MPSCS's schedule for preventative maintenance and repair of the identified components of the Radio Sites, with additional terms and payment schedule.
- iv. **Exhibit 2.D**—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.

2. ADDITIONAL CONSIDERATION.

The Member retains DTMB-MPSCS to monitor the Radio Sites in accordance with the terms and payment schedule provided in Exhibit 2.C.

3. **ADDITIONAL MEMBER RESPONSIBILITIES.**

A. Radio Sites Maintenance. Member is responsible for its Electronics Equipment repairs needed while the Electronics Equipment is under warranty, except for the Backhaul which will be maintained by DTMB-MPSCS. After the Equipment warranty expires, Member has the option to retain DTMB-MPSCS to manage, maintain and repair the Member's Radio Sites Electronics Equipment according to the terms and payment schedule provided in Exhibit 2.C and as identified in the Network Drawing demarcation points in Exhibit 2.D. However, DTMB-MPSCS does not maintain or repair the dispatch consoles or recording equipment at Member's dispatch center.

B. 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.

C. NCC. Member will use the NCC as its single point of contact regarding the operation of the Radio Sites and its Communications Equipment. In the event that Member decides at the end of the term provided in Exhibit 2.C to retain another service provider for the maintenance and repair of the Radio 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.

D. 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.

E. 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.

4. DTMB-MPSCS'S RESPONSIBILITIES.

A. Communications Equipment Maintenance. 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. DTMB-MPSCS equipment or upgrades located on a Member Tower site will not now or in the future cause damage to, impede, or interfere with, the Member's non-MPSCS current or future equipment or systems and installation of such equipment or upgrades is subject to prior review and approval by Member. Prior approval or review is not required if the equipment relates to bi-annual system upgrades. Prior approval by the Member is required if any additional equipment is to be added for any new non-government use of any Member's infrastructure. If damage or interference will occur as a result of equipment or upgrades located on a Member Tower site, Member will give DTMB-MPSCS written notice thereof and DTMB-MPSCS will use it's best efforts to correct the damage or interference.

5. ADDITION OF NON-PUBLIC SAFETY USERS.

DTMB-MPSCS will give prior notice to Member of applications for membership in the MPSCS by applicants who are not a public body corporate within the State of Michigan and who are not public safety providers (law enforcement, fire and EMS agencies) where such membership would have access to the Kalamazoo Simulcast System. Membership will not be granted unless agreed to in writing by Member and will be subject to prior system overload evaluation described in this Agreement. Member reserves the right to negotiate cost recovery with a non-public body and non-public safety user applicant.

6. EFFECTIVE DATE.

The effective date of 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:
KCCDA

By: Jan Van Der Kley
Its: KCCDA Board of Directors Chairperson

Date: _____

By: Richard Fuller
Its: KCCDA Board of Directors Clerk

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

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

1. 39-042 Kalamazoo County Consolidated Dispatch Authority (KCCDA)
entered into on April 19, 2018
Signed by: Jeffery Troyer, Executive Director

EXHIBIT 2.B

COMMUNICATIONS TOWERS INTEGRATED INTO THE MPSCS

KCCDA Sites

Site #	Name	Type	Address
5108	Lamont	RF, Simulcast Remote Site (160 SS)	1500 Lamont Ave. Kalamazoo, MI 49048 Kalamazoo
5109	Ravine Road	RF, Simulcast Remote Site (199 Guyed)	2244 Ravine Road Kalamazoo, MI 49004 Kalamazoo
5111	Oshtemo	Simulcast Remote Site (190 SS)	2770 N 6th Street Kalamazoo, MI 49009 Kalamazoo
5112	WMU	Simulcast Prime/Remote Site (190 SS)	5030 Parkview Ave. Kalamazoo, MI 49009 Kalamazoo
5113	Portage	Simulcast Remote Site (190 SS)	8595 S 12th St. Portage, MI 49024 Kalamazoo
5114	Augusta	Simulcast Remote Site (190 SS)	305 W. Jefferson St. Augusta, MI 49012 Kalamazoo

MPSCS Towers

Site #	Name	Type	Address
5102	Paw Paw	ASR, RF, Microwave Only Site for Kalamazoo Simulcast	43455 60th Avenue Paw Paw, MI 49070 Van Buren
5104	Adams Park	RF, Simulcast Remote Site (334 Guyed)	12826 S. 29th St Adams Park, MI 49097 Kalamazoo
5604	Plainwell	ASR, RF, Microwave Only Site for Kalamazoo Simulcast	12285B M-89 Plainwell, MI 49080 Barry
5704	Battle Creek	ASR, RF, Microwave Only Site for Kalamazoo Simulcast	15756 11Mile Rd Battle Creek, MI 49017 Calhoun

EXHIBIT 2.C

DTMB-MPSCS'S ADDITIONAL TERMS AND PAYMENT SCHEDULE FOR PREVENTATIVE MAINTENANCE AND REPAIR OF THE IDENTIFIED COMPONENTS OF THE RADIO SITE

- 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 in Exhibit 2.B.
- B. Member may choose 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. 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.
- C. 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 Simulcast Radio 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 Radio 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.

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 maintenance of Member's Radio 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. 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.
- D.** The Parties will use their Best Efforts to negotiate a mutually acceptable service period and rate for the continuation of DTMB-MPSCS Services. 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 Radio Site.

Preventative Maintenance Tasks

Quarterly Tower Inspection

- Climb tower and conduct a visual inspection
- Inspect anchor foundations
- Inspection tower foundation
- Inspect guy wires, turnbuckles, thimbles, safety cables, safety clamps and ice clips
- Inspect and test tower lighting photocell operation and alarm reporting system (FAA mandated)
- Inspect tower grounding system
- Inspect RF cable surge suppression devices and grounding on all outside cables
- Inspect dehydrator and verify pressure on each pressurized feedline

Annual Tower Inspection and Maintenance

- Includes all items listed in the quarterly inspection
- Inspect all lighting fixtures and junction boxes and cable on the tower
- Inspect lighting controller box
- Replace side marker lamps
- Replace strobe lamps (when recommended by manufacturer to meet FAA requirements)
- Measure and adjust as required all guy wires tension specifications to meet manufacturer's recommendation
- Verify tower is plumb
- Inspect tower bolts during climb
- Inspect ice bridge
- Inspect cathodic grounding systems
- Measure grounding system resistance

- Inspect all 700/800 MHz antennas
- Inspect all microwave antennas
- Inspect antenna feedline clamps
- Sweep all 700/800 MHz antennas and feedlines and record values
- Sweep microwave antennas and feedlines and record values
- Test alarming system with NCC

Quarterly Grounds and Building Maintenance

- Inspect and clear all guy wire lanes for brush and debris
- Inspect and remove or cut up fallen trees on property
- Inspect and brush hog property as required
- Inspect roads and ditches for integrity
- Inspect LP tank foundation
- Inspect shelter foundation
- Inspect the power and telephone pedestals for integrity
- Inspect and adjust the roadway gate
- Inspect, adjust and repair all site fencing for integrity
- Inspect weather proof seals on all feedlines into the shelter
- Inspect building exterior for weather damage or degradation
- Inspect building roof for ice damage or other leaks
- Inspect and verify all exterior door locks for proper operation
- Verify appropriate signage is on fencing and property
- Inspect and verify all surge protection devices are operating properly
- HVAC
 - Inspect HVAC covers and ice diverters for damage or leaks
 - Test operation of the FCC switch
 - Inspect bearings and belts and replace as necessary
 - Verify regulator valves for proper operation
 - Check refrigerant charge level
 - Inspect dampers, actuators and other air regulating devices
 - Lubricate appropriate bearings and shafts
 - Verify proper voltage to motor and current draw
 - Inspect heating elements and current draw
 - Verify proper temperature rise on heat
 - Verify proper temperature fall on cooling
 - Verify proper economizer mode
 - Inspect drains and clean as required
 - Verify proper lead/lag operation of the controller
 - Inspect unit for signs of wear, overheating or other trouble
 - Verify thermostat is set at proper ranges
 - Listen to the unit while operating to verify normal sounds
- Generator Maintenance
 - Inspect all fluid levels and top off as necessary
 - Inspect battery terminals and connecting cables
 - Load test generator battery
 - Inspect all clamps and hoses

- Inspect exhaust system
- Inspect generator air filter for dirt
- Inspect hot-start for proper operation and temperature
- Inspect battery charger for proper operation
- Inspect generator room air dampers for proper operation
- Inspect room air filters for dirt
- Inspect generator panel for proper alarm and meter functions
- Inspect Generator transfer panel
 - Monitor for appropriate transfer and cool down times
- Inspect fuel system
 - External LP fuel tank
 - External diesel fuel tank
 - Diesel day tank (if applicable)
 - Natural gas meter and fittings
 - Fuel lines between tank and generator
 - Record and notify NCC of fuel levels
- Start Generator and place on-line for thirty (30) minutes
 - Verify voltage, current and frequency parameters during operation
 - Test sensors and reporting to the generator panel
 - Inspect for leaks during generator run
 - Verify normal operating temperature and pressures
 - Listen for unusual noise or vibration
- Load test generator every other year

Semi Annual Grounds and Building Maintenance

- Includes all items listed in the Quarterly Grounds and Building Maintenance
- Test Emergency Exit lamps
- Test GFCI outlets
- Inspect fire extinguishers for proper pressure
- Inspect and test smoke detection systems
- Inspect and verify temperature and humidity alarms
- Inspect all safety equipment stored in building
- Confirm appropriate safety signage is posted or available within the shelter
- Inspect and test security alarm on doors
- Replace as necessary all lamps and bulbs inside and outside of shelter
- Inspect grounding system for lightning damage
- Inspect cable ladder systems for tightness
- Inspect walls and floor for damage
- Clean building as appropriate

Annual Grounds and Building Maintenance

- Includes all items in the Quarterly and Semi-Annual Grounds and Building Maintenance
- Apply vegetation sterilizer as appropriate within the compound and immediately outside the compound

- 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)
- Replace HVAC air filters
- Paint exterior surfaces as required
- Seal roof as required
- Inspect all concrete flatwork
- Inspect door hardware for seal and proper operation
- Test all building alarms with the NCC
- Conduct a general inspection of the site for damage or other degradation
- Clean building as appropriate
- HVAC
 - Inspect air filters and replace as necessary
 - Clean coils as necessary
 - Clean air cabinets reliefs
 - Inspect cabinet for rust or other degradation
 - Inspect fan blades for wear
- Generator Maintenance
 - Drain and replace oil and filter yearly
 - Replace generator battery every five (5) years
 - Drain and flush coolant system every five (5) years
 - Replace fuel filter every three (3) years

Monthly Microwave Radio Performance

- NCC trends the path performance of each microwave radio path

Annual 700/800 MHz Radio Site Maintenance

- Transmitter power output will be set to manufacturer’s specifications and FCC standards
- Transmitter frequency error will be set to manufacturer’s specifications and FCC standards
- Transmitter BER will be set to manufacturer’s specifications
- Transmitter EVM or transmit Fidelity will be measured and set to manufacturer’s specifications
- Receiver sensitivity will be measured and set to manufacturer’s specifications
- Transmitter combiners will be measured and set to manufacturer’s specifications
- Receiver tower top amp (when applicable) will be measured and verified for manufacturer’s specifications
- Receiver multi-coupler will be measured and verified for manufacturer’s specifications
- Cleaning of Prime Site controllers (where applicable)
- Radios will be verified for proper diagnostic command and control through the SmartZone Management system
- Verify programming files are located on site

Quarterly Battery Site Maintenance

- Verify & set as required UPS charger voltage and alarm points

- UPS batteries load tested
- Verify & set as required microwave chargers voltage and alarm points
- Microwave batteries load tested
- Review analysis readings for trends and storage of measurements

Annual DC Power Plant Maintenance

- Cleaning and tightening microwave battery terminals to manufacturer's specifications
- Verifying proper operation of DC rectifier units
- Equalizing the load on the DC rectifier units
- Testing and setting the DC distribution panel disconnect
- Testing inverter system
- Perform an equalizing charge on batteries

Modifications to the Established Preventative Maintenance Procedures

The maintenance steps listed in any of the above maintenance procedures may be modified or changed based upon improvements in the maintenance and testing process or changes in technology without written notice or modification of this agreement. Any changes will be in accordance with established MPSCS maintenance standards.

EXHIBIT 2.D

**ELECTRONICS EQUIPMENT DTMB-MPSCS WILL MAINTAIN AND REPAIR
IDENTIFIED IN ATTACHED NETWORK DRAWINGS
SHOWING DEMARCATION POINT**