



NOTICE and AGENDA for

Kalamazoo County Consolidated Dispatch Authority

Technical Advisory Committee

July 1, 2026

PLEASE TAKE NOTICE that a REGULAR Meeting of the Kalamazoo County Consolidated Dispatch Authority Technical Advisory Committee will be held on **Wednesday, July 1st** at 10:00 a.m. in the Chief Switalski Meeting Room at Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo Michigan for consideration of items, namely, on this Agenda.

ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

Michigan State Police <i>Scott Ernstes, Chairperson</i> (Alt. Dale Hinz)	Western Michigan University Public Safety <i>Scott Merlo, Vice-Chair</i> (Alt. Ryan McGregor)
Kalamazoo Department of Public Safety <i>Matt Huber</i> (Alt. Chris Franks)	Kalamazoo County Sheriff's Office <i>Richard Fuller</i> (Alt. Logan Bishop)
Township of Kalamazoo Police Department <i>Darien Smith</i> (Alt. Derek Thompson)	Portage Department of Public Safety <i>Matt Wolfe</i> (Alt. Bryan Mayhew)
Kalamazoo County Medical Control Authority <i>Michael Bentley</i> (Alt. William Fales)	Kalamazoo County Fire Chief's Association <i>Gerry Luedecking</i> (Alt. Chip Everett)

ITEM 3 – APPROVAL OF MEETING MINUTES

- A. May 6th – Regular Meeting

ITEM 4 – CITIZENS' TIME

The Committee 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 and state their full name and address for the record. Each member of the public is limited to four minutes or less.

ITEM 5 – FOR CONSIDERATION

- A. Administrative Monthly Report (will be distributed once compiled)
- B. Old Business
1. Radio Readiness Program Update
 2. Kalamazoo County Emergency Management Talkgroup Access Request
- C. New Business
1. REVISED MPSCS Agreements – Member Subscriber and Integration Agreements
 2. Automated Emergency Alert Guidelines
 3. Radio ID's and Alias Updates
 4. Rave Alert System (contract expires end of 2026)

ITEM 6 – OTHER ITEMS

- A. Election of TAC Chair and/or Vice-Chair
- B. Announcements and Member Comments
- C. Next Regular Meeting – September 2nd, 2026

ITEM 7 – ADJOURNMENT

KCCDA meetings are open to all without regard to religion, race, color, national origin, sex, sexual orientation, gender identity or expression, height, weight, familial status, marital status, disability, or any other legally protected class. 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 KCCDA by emailing admin@kccda911.org or calling (269) 488-8911.



MEETING MINUTES

Kalamazoo County Consolidated Dispatch Authority TECHNICAL ADVISORY COMMITTEE May 5, 2026 – Regular Meeting

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Technical Advisory Committee was called to order by Lt. Scott Ernstes at 10:00 a.m. on Wednesday, May 5, 2026, in the Chief Switalski Meeting Room at Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo, Michigan.

ITEM 2 –ROLL CALL

Members Present: Scott Ernstes (MSP), Scott Merlo (WMUPD), Matt Huber (KDPS), Darien Smith (KTPD), Bryan Mayhew (PDPS), Mike Bentley (KCMCA), Chip Everett (KCFCA)

Others Present: Ryan McGregor, Logan Bishop, Steve Stryd, Jeff Heppler, Jairus Baird, Scott Smith, Sean Gordon, Jeff Troyer, Torie Rose, Jon Moored, Marty Ftacek, Justin Johnson and Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

A. March 4– Regular Meeting

“Motion by Mr. Huber, second by Mr. Merlo to approve the minutes for the March 4, 2026, Regular Meeting as presented.”

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

ITEM 4 - CITIZENS TIME

Mr. Heppler commended dispatch on the fine work during the recent emergencies.

ITEM 4 – FOR CONSIDERATION

A. Administrative Monthly Report

Mr. Troyer stated the report would be completed soon. He stated the report will include statistics from the April 27 windstorm. He noted he received a few complaints regarding no answer or a delayed answer. He explained that between 4 and 5 pm, the center received 474 911 calls, and between 5 and 6 578 911 calls were received. He noted the Vesta Telephone System did not perform as it was designed. He stated that he is evaluating that and overflow options in peak times, noting that currently all calls stay in the center and go to a queue.

B. Old Business

1. Radio Readiness Program Guidelines

Mr. Troyer stated there were documents included in the packet that show the executed MOU amounts and distributed funds. He stated he has met with approximately 70% of agencies and the total executed MOU's are currently at \$1.45 million.

C. New Business

1. Fort Custer Recreation Area Rangers Talkgroup Access

Mr. Troyer stated the request letter and MSP correspondence confirming CJIS access confirmation were included in the packet.

Mr. Bishop confirmed that in the past the Rangers have had access through the Sheriff's Office.

"Motion by Mr. Ernestes, second by Mr. Bishop to approve access to the Fort Custer Recreation Area Rangers for 39LAW2, 39P911, and all unencrypted talk groups."

On a voice vote, MOTION CARRIED.

2. VA Fire Department Talkgroup and VHF Frequencies Access

Mr. Troyer stated the VA Fire Department has requested access to VHF frequencies and fire talkgroups.

Mr. Everett stated they are on agency run cards and run mutual aid.

"Motion by Mr. Merlo, second by Mr. Everett to approve access to Fire Department Talkgroup and VHF Frequency access for the VA Fire Department.

On a voice vote, MOTION CARRIED.

3. U.S. Marshal's Service – Add AES Encrypted Talkgroups to LOA dated 09.11.24

Mr. Troyer stated the Committee approved a letter of authorization in 2024 and are now requesting access to the new AES talkgroups.

"Motion by Mr. Huber, second by Mr. Merlo to approve access to the AES encrypted talkgroups for the U.S. Marshal's Service."

On a voice vote, MOTION CARRIED.

4. Michigan State Police AES Encrypted Talkgroup Access

"Motion by Mr. Huber, second by Mr. Bishop to approve access to the AES encrypted talkgroups for the Michigan State Police."

On a voice vote, MOTION CARRIED.

ITEM 5 – OTHER ITEMS

D. Announcements and Member Comments

Mr. Ernstes announced changes at Kalamazoo Township. He stated Chief Jackson was retiring and Darien Smith was taking over. Mr. Smith announced Derek Thompson would be Deputy Chief.

E. Next Meeting

The next regular scheduled Technical Advisory Committee meeting will be Wednesday, July 1, 2026, at 10:00 am, and will be held in the Chief Switalski Meeting Room at KCCDA, 7040 Stadium Drive, Kalamazoo, MI 49009.

ITEM 6 - **ADJOURNMENT**

F. Adjournment

The meeting adjourned at 10:42 a.m.

From: [Jeff Troyer](#)
To: [KCCDA Admin](#)
Bcc: [augustapd@tds.net](#); [rcfull@kalcounty.com](#); [mmgree@kalcounty.com](#); [boysend@kalamazoozcity.org](#); [huberm@kalamazoozcity.org](#); [franksc@kalamazoozcity.org](#); [dmsmith@ktwp.org](#); [dathompson@ktwp.org](#); [sgordon@kvcc.edu](#); [mrifenberg@kvcc.edu](#); [wolfem@portagemi.gov](#); [mayhewb@portagemi.gov](#); [chiefmattioli@richlandpolice.org](#); [policechief@rosstownshipmi.gov](#); [ssmith@villageofschoollcraft.com](#); [ssanderson@vicksburgmi.org](#); [scott.merlo@wmich.edu](#); [timothy.unangst@wmich.edu](#); [ErnstesS@michigan.gov](#); [hinzd@michigan.gov](#); [firechief@alamotownship.org](#); [mjcc04@aol.com](#); [jmiles@coopertwp.org](#); [bklok@coopertwp.org](#); [firechief@texasfire.org](#); [Mmiller@texasfire.org](#); [KHYDE@TEXASFIRE.ORG](#); [firechief@texasfire.org](#); [jdbaird@ktwp.org](#); [tckowalski@ktwp.org](#); [tjmartin@ktwp.org](#); [firechief490@rosstownshipmi.gov](#); [deputychief491@rosstownshipmi.gov](#); [assistantchief492@rosstownshipmi.gov](#); [wolfem@portagemi.gov](#); [mayhewb@portagemi.gov](#); [tanners@portagemi.gov](#); [kpoenicke@yahoo.com](#); [kfsiegwart@gmail.com](#); [KR1095@aol.com](#); [gmccomb@oshemo.org](#); [eburghardt@oshemo.org](#); [mbeauchamp@comstockmi.gov](#); [mmeulman@comstockmi.gov](#); [kthompson@comstockmi.gov](#); [tibbetsr@kalamazoozcity.org](#); [Huberm@kalamazoozcity.org](#); [lifesaver1492@yahoo.com](#); [firechief@skcfa.com](#); [trailfreak@msn.com](#); [khooker@protecfire.com](#); [pdoran@richlandtwp.net](#); [William.fales@wmed.edu](#); [megan.richardson@wmed.edu](#); [michael.bentley@wmed.edu](#); [joshua.mastenbrook@wmed.edu](#)
Subject: UPDATE - KCCDA Radio Readiness Program (RRP)
Date: Thursday, June 18, 2026 15:37:00

Kalamazoo County Medical Control Authority, Fire Departments, and Law Enforcement Agencies (Bcc):

I wanted to provide another update on the status of our RRP. As of June 8th, 20 agencies have fully executed MOU's totaling \$3.945 million in reserved RRP funding. This accounts for almost all the program's initial allocation of \$4 million.

At the end of last week, I completed a cost analysis of the agencies without fully executed MOU's and submitted this information to our Board leadership. Early this week, a decision was made that the KCCDA Finance Committee will consider the possibility of advancing some of the 2027 RRP monies for the remainder of 2026. The Finance Committee will discuss and consider this on August 25th and the Committee will report to the Board of Directors at the September 10th meeting. NOTE: There is absolutely no guarantee that additional monies will be allocated for the remainder of 2026.

The above circumstance does not prevent an agency from proceeding with their purchases at the reduced equipment rates that some of the manufacturers/vendors are offering. Agencies who do not have executed MOU's will need to front the monies for the equipment purchase(s) until additional funds are allocated by the Board of Directors (could be as early as September but more definitive after January 1, 2027). This also doesn't change the amount an agency receives per device under the program because anything purchased after January 1, 2026 is considered a "New Device". The only impact is on the agency is the timing of KCCDA's reimbursement.

If you have any questions, please feel free to reach out to our office.

Jeffery Troyer

Executive Director

Kalamazoo County Dispatch Authority

7040 Stadium Dr., Kalamazoo, MI 49009

Ofc: (269) 488-6616

Cell: (269) 718-2195

www.kccda911.org

From: Jeff Troyer

Sent: Friday, June 5, 2026 11:06

To: KCCDA Admin <admin@kccda911.org>

Subject: UPDATE - KCCDA Radio Readiness Program

Kalamazoo County Medical Control Authority, Fire Departments, and Law Enforcement Agencies (Bcc):

The Radio Readiness Program (RRP) is going very well. At this point in time, we have 18 agencies with fully executed RRP Memorandum of Understandings (MOU) totaling \$3.75 million in reserved funds. If your agency has an outstanding MOU that exceeds the remaining \$250,000 (this year's \$4 million allocation), ***KCCDA will not be able to accept it until next year.***

I will keep you posted if anything changes and if you have any questions, please feel free to contact me.

Jeffery Troyer

Executive Director

Kalamazoo County Dispatch Authority

7040 Stadium Dr., Kalamazoo, MI 49009

Ofc: (269) 488-6616

Cell: (269) 718-2195

www.kccda911.org

From: Jeff Troyer

Sent: Monday, March 23, 2026 14:33

To: Jeff Troyer <JTroyer@kccda911.org>; Victoria Rose <VRose@kccda911.org>

Subject: KCCDA Radio Readiness Program

Kalamazoo County Medical Control Authority, Fire Departments, and Law Enforcement Agencies (Bcc):

The KCCDA Board of Directors approved the Radio Readiness Program Guidelines at the March 12th meeting, and we have completed all internal tracking forms necessary to administer the program. Attached are a copy of the approved Radio Readiness Program Guidelines and the template Memorandum of Understanding (MOU) which each agency wishing to participate in the program will be asked to execute.

NEXT STEPS – If your agency chooses to participate, the next step is to reach out to me and schedule a meeting (preferably in person but can also provide a virtual option) to review your 2024 Survey, document any devices that were purchased and replaced devices since the survey was completed, and start evaluating whether you are going to select reimbursement for existing devices or going to procure new. This will lay the groundwork for the information necessary for the MOU and will start the process of completing the Radio Readiness Program Worksheet.

As a reminder, this program is applicable for the remainder of this calendar year and next. If you have any questions, please let me know.

Jeffery Troyer

Executive Director

Kalamazoo County Dispatch Authority

7040 Stadium Dr., Kalamazoo, MI 49009

Ofc: (269) 488-6616

Cell: (269) 718-2195

www.kccda911.org

Michigan State Police
Emergency Management and Homeland Security Division

**Emergency Management & Law Enforcement
Communications Interoperability Survey**
Aggregated Results Report

February 2026

For Internal Use and Distribution to Survey Respondents

Executive Summary

This report presents the aggregated results of a communications interoperability survey distributed to county and local emergency management programs across Michigan. The survey was designed to benchmark how Emergency Management (EM) agencies that operate independently of Law Enforcement (LE) handle radio voice communications interoperability with local police partners.

A total of 34 programs responded to the survey. The data collected covers five key areas: agency structure, law enforcement radio hardware access, radio access level, channel scope, and the formalization of access agreements. This report is intended for both EMHSD leadership and the responding local programs, providing a statewide landscape overview of current interoperability practices.

Key findings from the 34 respondents include:

- 82% of responding programs (28 of 34) report possessing LE radio hardware.
- Among programs with radio access, 93% have transmit/talk capability (not just monitoring).
- 81% of access arrangements are informal, with no MOU or MOA in place.
- Only 3 programs (12% of those with formal/informal agreements) have formalized their access through MOUs, MOAs, or LEIN certification.
- Agency structures vary widely, including stand-alone departments, EM/911 combined operations, fire departments, EMS-based programs, and sheriff's office-embedded programs.

Survey Methodology

The survey was distributed via email to county and local emergency management programs throughout Michigan. The survey specifically targeted EM programs that operate independently of Law Enforcement agencies (e.g., agencies structured under Fire, EMS, or County Administration rather than the Sheriff/Police). Programs embedded within Sheriff's Offices were included in responses but are noted separately where applicable, as their radio access is typically inherent to the parent agency.

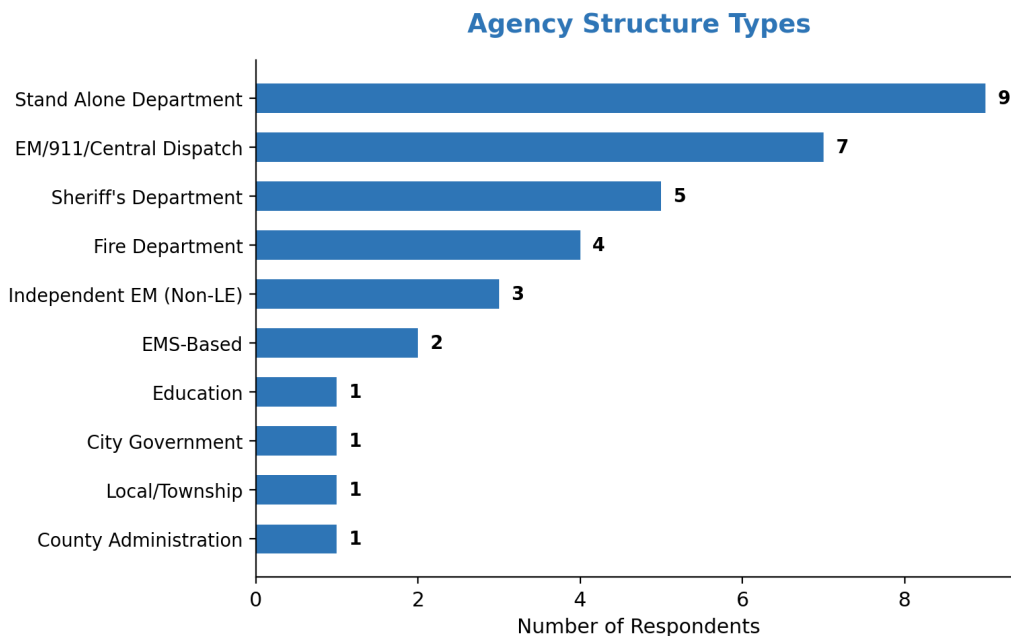
The survey collected information on five dimensions of radio voice communications interoperability. It explicitly excluded any inquiry regarding LEIN, CJIS, or secure criminal justice database access. The five survey questions addressed agency structure, radio hardware possession, access level (listen-only vs. transmit/talk), channel scope (dispatch only vs. tactical/encrypted), and the formalization of access agreements.

Responses were received from 34 programs, representing a cross-section of Michigan's emergency management community. Respondents include county-level EM programs, city-level programs, township departments, and one educational institution.

Respondent Overview

Agency Structure Distribution

Survey respondents represent a diverse mix of organizational structures. The largest group consists of stand-alone EM departments (9 programs), followed by combined EM/911/Central Dispatch operations (7 programs). Five respondents are embedded within Sheriff's Departments, which are noted separately in the analysis since their radio access is typically inherent. Four programs are housed under Fire Departments, while the remaining respondents are distributed across EMS-based operations, county administration, city government, local/township programs, and one educational institution.

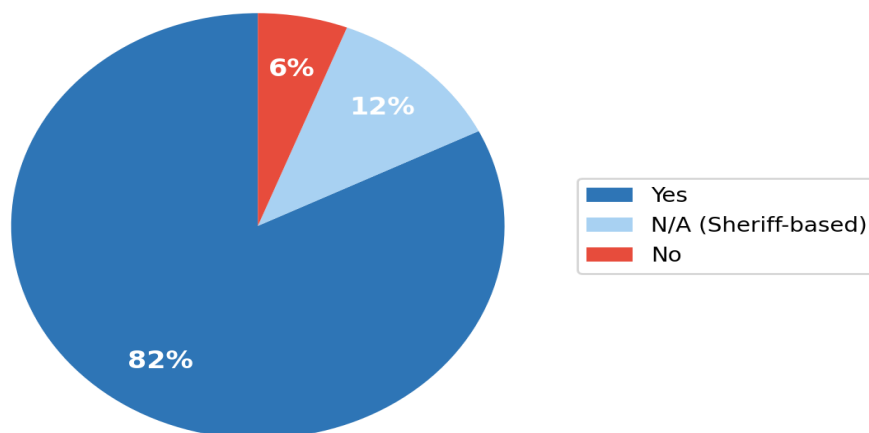


Radio Hardware Access

LE Radio Hardware Possession

The majority of responding programs report having access to law enforcement radio hardware. Of the 34 respondents, 28 programs (82%) confirmed they possess radios programmed with LE frequencies or talkgroups. Two programs reported having no LE radio hardware, and four respondents are Sheriff's Department-based programs where the question is not directly applicable (radio access is inherent to the agency).

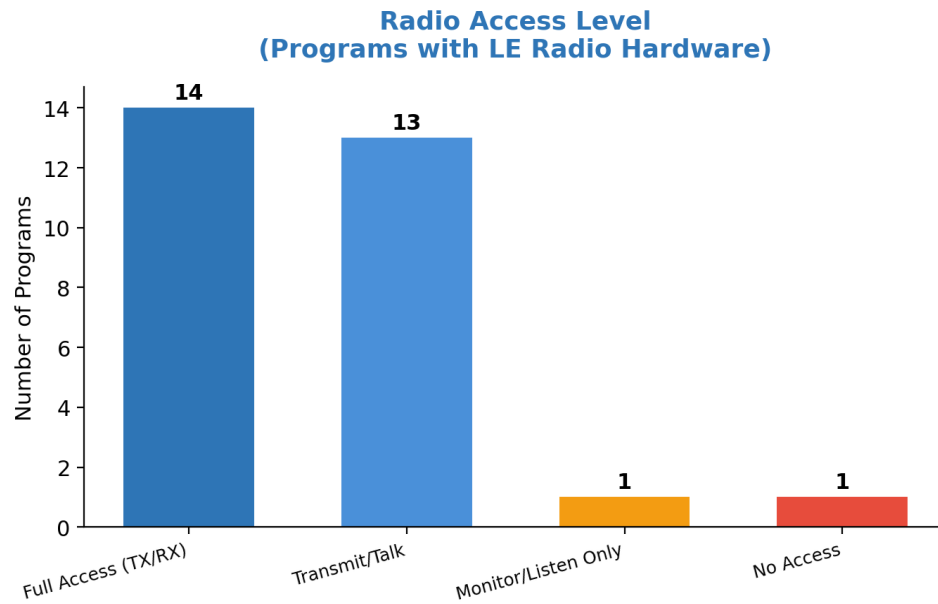
LE Radio Hardware Access



LE Radio Hardware Access	Count	Percentage
Yes	28	82%
N/A (Sheriff-based)	4	12%
No	2	6%

Radio Access Level

Among the 29 programs that reported having radio access (including those with inherent access), the vast majority have two-way communication capability. Fourteen programs (48%) report full access with both transmit and receive capability across all available talkgroups. Thirteen programs (45%) have transmit/talk access, typically limited to specific channels. Only one program reported monitor/listen-only access, and one program reported no access to LE radios despite being an active EM program.

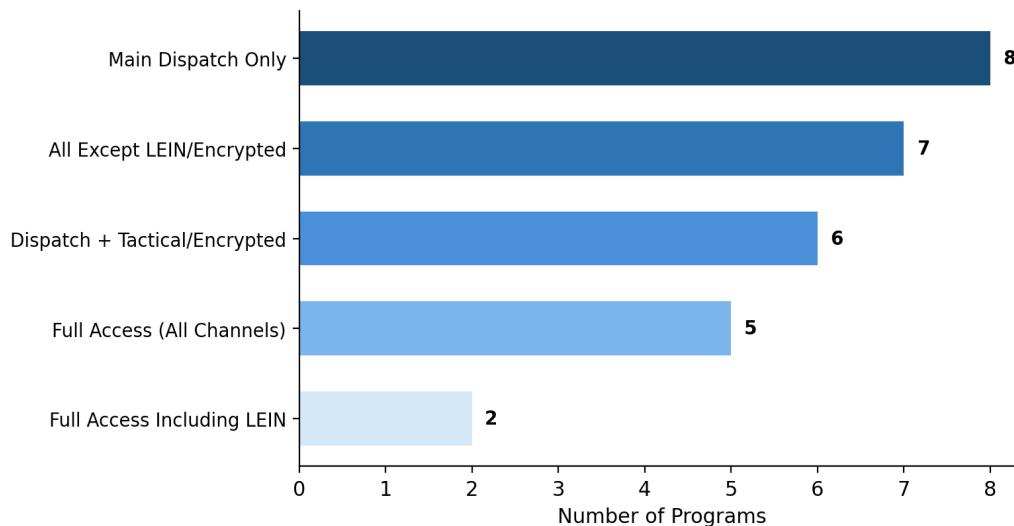


Radio Access Level	Count	Percentage
Full Access (TX/RX)	14	48%
Transmit/Talk	13	45%
Monitor/Listen Only	1	3%
No Access	1	3%

Channel Scope

Channel scope varies significantly across responding programs. Eight programs have access limited to main dispatch channels only. Seven programs report access to all channels except LEIN/encrypted talkgroups. Five programs have full access to all channels including tactical and event channels, while five additional programs have access to dispatch plus tactical or encrypted channels. Two programs have the broadest possible access, including LEIN talkgroups (these programs have LEIN-certified personnel or deputized EM coordinators).

Channel Scope Access



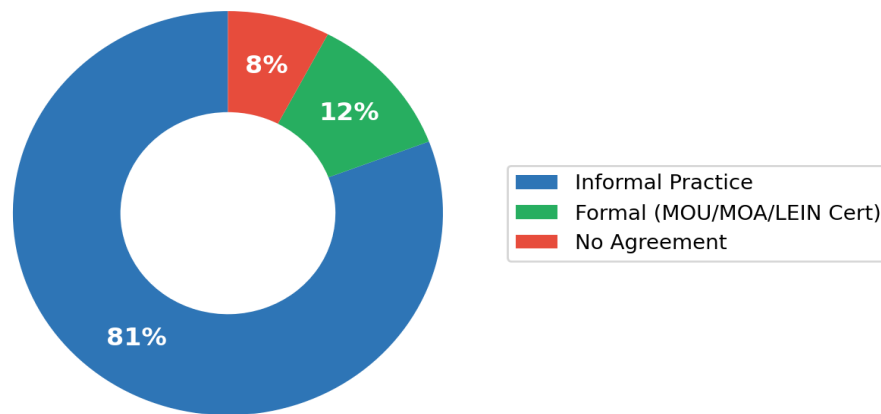
Channel Scope	Count	Percentage
Main Dispatch Only	8	29%
All Except LEIN/Encrypted	7	25%
Dispatch + Tactical/Encrypted	6	21%
Full Access (All Channels)	5	18%
Full Access Including LEIN	2	7%

Agreement Formalization

The formalization of radio access agreements is a notable area of concern. Among programs with LE radio access (excluding Sheriff's Department-embedded programs and non-applicable responses), 21 programs (81%) report that their access is based on informal practice with no written agreement. Only 3 programs (12%) have formal agreements in place, consisting of MOU/MOA documentation or LEIN certification with LE Special Deputy status. Two programs report having no agreement of any kind.

The high rate of informal access arrangements presents potential continuity risks, as access could be disrupted by personnel changes, leadership transitions, or policy shifts within partner LE agencies.

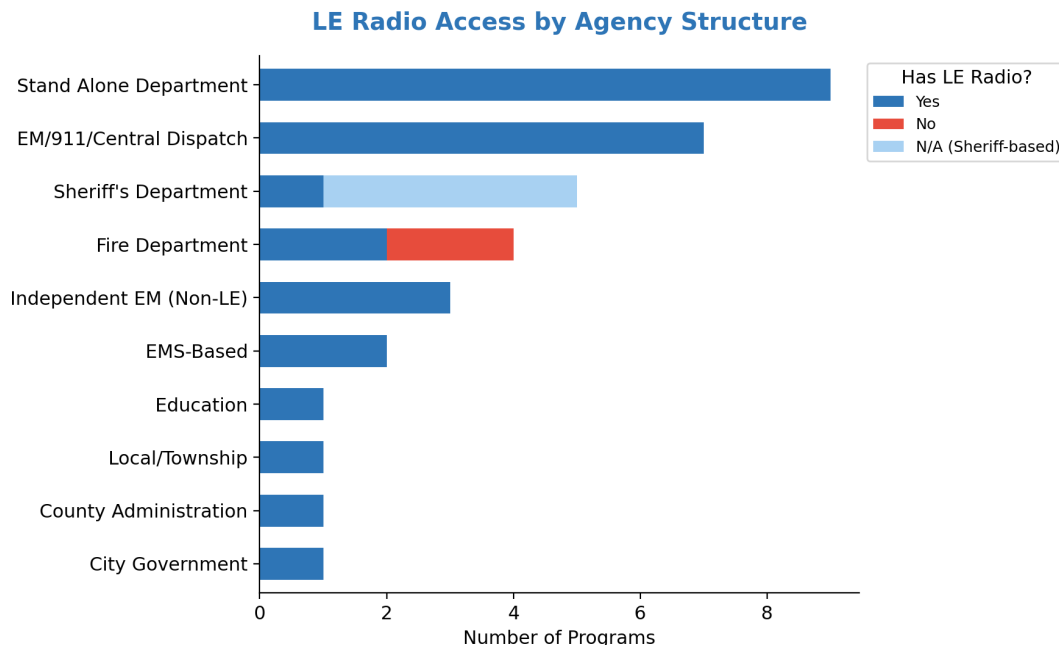
Agreement Formalization (Programs with LE Radio Access)



Agreement Type	Count	Percentage
Informal Practice	21	81%
Formal (MOU/MOA/LEIN Cert)	3	12%
No Agreement	2	8%

Cross-Analysis: Radio Access by Agency Structure

The chart below illustrates LE radio hardware access by agency structure type. Stand-alone departments, EM/911 combined operations, and fire department-based programs show consistently high rates of radio access. Sheriff's Department-embedded programs are shown as N/A since radio access is inherent to their structure and not a separate interoperability consideration.



Notable Observations

- **Dual-role coordinators:** Several respondents hold combined EM/911 Coordinator positions, which often facilitates broader radio access through the dispatch center relationship.
- **Deputized EM coordinators:** A small number of programs have EM coordinators with LE Special Deputy or certified deputy status, providing formal justification for full radio access including LEIN.
- **EOC operations:** At least one program (Livingston County) explicitly noted that LE radio access is required for EOC operations and is a cooperative arrangement across all agencies.
- **Consortium-managed systems:** Ann Arbor/Washtenaw County operates under a Radio Consortium model where all public safety radios are centrally managed, eliminating the need for separate interoperability agreements.
- **No-access programs:** City of Grand Rapids (Fire Department-based) and Delta Twp Fire Dept reported no LE radio access, representing a potential interoperability gap in the Lansing and Grand Rapids metro areas.

Detailed Response Data

The table below presents the complete survey response data for all 34 respondents. Sheriff's Department-embedded programs are included for reference but show N/A for radio-specific fields since access is inherent to their agency structure.

County/Program	Structure Type	LE Radio?	Access Level	Channel Scope	Agreement Type
CHIPPEWA	EM/911/Central Dispatch	Yes	Transmit/Talk	Main Dispatch Only	Informal Practice
DELTA	EM/911/Central Dispatch	Yes	Transmit/Talk	Main Dispatch Only	Informal Practice
LUCE	EM/911/Central Dispatch	Yes	Transmit/Talk	Main Dispatch Only	Informal Practice
MARQUETTE	Sheriff's Department	Yes	Transmit/Talk	Dispatch + Tactical/Encrypted	Informal Practice
MACKINAC	EM/911/Central Dispatch	Yes	Transmit/Talk	Full Access (All Channels)	Formal (MOU/MOA/LEIN Cert)
MENOMINEE	Independent EM (Non-LE)	Yes	Monitor/Listen Only	Main Dispatch Only	No Agreement
ONTONAGON	EM/911/Central Dispatch	Yes	Transmit/Talk	Full Access (All Channels)	Formal (MOU/MOA/LEIN Cert)
LAPEER	Independent EM (Non-LE)	Yes	Transmit/Talk	Main Dispatch Only	Informal Practice
LIVINGSTON	Independent EM (Non-LE)	Yes	Transmit/Talk	Dispatch + Tactical/Encrypted	Informal Practice
DELHI CHARTER TWP	Local/Township	Yes	Full Access (TX/RX)	Full Access (All Channels)	Informal Practice
DELTA TWP FIRE DEPT	Fire Department	No	No Access	N/A	N/A
EATON	County Administration	Yes	Transmit/Talk	Main Dispatch Only	Informal Practice
LANSING COMMUNITY COLLEGE	Education	Yes	Full Access (TX/RX)	Dispatch + Tactical/Encrypted	No Agreement
LANSING CITY	Fire Department	Yes	Transmit/Talk	Main Dispatch Only	Informal Practice
LENAWEE	Stand Alone Department	Yes	Full Access (TX/RX)	Dispatch + Tactical/Encrypted	N/A
DETROIT CITY	City Government	Yes	Transmit/Talk	Dispatch + Tactical/Encrypted	Informal Practice
ANN ARBOR CITY	Fire Department	Yes	Full Access (TX/RX)	Full Access (All Channels)	N/A
IOSCO	Stand Alone Department	Yes	Transmit/Talk	Dispatch + Tactical/Encrypted	Informal Practice
City of Grand Rapids	Fire Department	No	N/A	N/A	N/A

Clare County	Sheriff's Department	N/A (Sheriff-based)	N/A	N/A	N/A
Ionia County	Sheriff's Department	N/A (Sheriff-based)	N/A	N/A	N/A
Isabella County	EM/911/Central Dispatch	Yes	Full Access (TX/RX)	All Except LEIN/Encrypted	Informal Practice
Kent County	Sheriff's Department	N/A (Sheriff-based)	N/A	N/A	N/A
Lake County	EM/911/Central Dispatch	Yes	Full Access (TX/RX)	All Except LEIN/Encrypted	Informal Practice
Mason County	Stand Alone Department	Yes	Full Access (TX/RX)	All Except LEIN/Encrypted	Informal Practice
Mecosta County	EMS-Based	Yes	Full Access (TX/RX)	All Except LEIN/Encrypted	Informal Practice
Montcalm County	EMS-Based	Yes	Full Access (TX/RX)	All Except LEIN/Encrypted	Informal Practice
Muskegon County	Stand Alone Department	Yes	Full Access (TX/RX)	All Except LEIN/Encrypted	Informal Practice
Newaygo County	Stand Alone Department	Yes	Full Access (TX/RX)	Full Access Including LEIN	Informal Practice
Oceana County	Stand Alone Department	Yes	Full Access (TX/RX)	Full Access Including LEIN	Informal Practice
Osceola County	Stand Alone Department	Yes	Full Access (TX/RX)	All Except LEIN/Encrypted	Informal Practice
Ottawa County	Sheriff's Department	N/A (Sheriff-based)	N/A	N/A	N/A
BARRY	Stand Alone Department	Yes	Transmit/Talk	Main Dispatch Only	Informal Practice
BRANCH	Stand Alone Department	Yes	Full Access (TX/RX)	Full Access (All Channels)	Formal (MOU/MOA/LEIN Cert)



Michigan's Public Safety Communications System (MPSCS)
Michigan Department of Information Technology
7150 Harris Drive
P.O. Box 30631
Lansing, Michigan 48909

39-042

Phone: (517) 284-4100

Fax: (517) 284-4066

Web: www.michigan.gov/mpscs

MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM (MPSCS) MEMBER SUBSCRIBER AGREEMENT

This Michigan's Public Safety Communications System Member Subscriber Agreement is between _____, whose address is: _____ (**Member**), and the State of Michigan, Department of Technology, Management and Budget, Office of the Michigan's Public Safety Communications System (**DTMB-MPSCS**), whose address is: 7150 Harris Drive, P.O. Box 30631, Lansing, Michigan 48909-8131, for membership in the Michigan's Public Safety Communications System.

I. DEFINITIONS

- A. Agreement**—means this MPSCS Member Subscriber Agreement between the DTMB-MPSCS, and the Member, setting forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided and, includes its exhibits, attachments, and any renewals or amendments.
- B. Bricked**—means a Member radio no longer functionable on MPSCS due to severe physical damage, a serious misconfiguration, corrupted firmware, or a hardware problem.
- C. Data**—means any MPSCS Data Service offering.
- D. Department of Technology, Management and Budget (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.
- E. Disable**—means to have a Member unit radio ID turned off on the MPSCS.
- F. Emergency Alert**—means the System feature, which allows eligible MPSCS Members to transmit emergency alerts.
- G. Exhibit A**—Names the Member Liaison Officer, billing contact for Member fee payment, and Member's primary dispatch center contact information.
- H. Good Standing**—means the Member is in compliance with the MPSCS Member Subscriber Agreement's member obligations.

- I. Lost or Stolen (LOS)**—means a Member radio reported lost or stolen.
- J. Member Liaison Officer**—means the contact person named by Member in **Exhibit A** to perform the duties set forth in Section III below.
- K. Michigan’s Public Safety Communications System (MPSCS or System)**—means the Michigan’s Public Safety Communications System, established under 1929 PA 152 for public safety communications; and includes all the real and personal property, towers, equipment shelters, equipment and other related facilities and fixtures necessary for the operation and maintenance of the System and its management within DTMB.
- L. MI Login**—means the State of Michigan single sign-on application that will be used to access the RMS portal. Each Member Liaison Officer is required to create its own MI Login to be used for accessing the RMS portal.
- M. MPSCS Member (Member)**—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or is a critical infrastructure provider authorized to hold membership with MPSCS.
- N. MPSCS Motion 360 Radio Management System (RMS)**—means the State of Michigan application portal customer agencies will use to request programming activations, disabling, reenabling, bricking, or changes for mobiles, portables, and console radios, as well as, keep contact information updated.
- O. Network Communications Center (NCC)**—means the MPSCS operation and Communications center, which manages the technical operation of the System on a 24/7 basis.
- P. Radio Equipment (Radio)**—means the Member's voice and data communications equipment, including control stations, consolettes, base stations, mobile or portable radios, or any other data or radio frequency interface, which has a unique MPSCS identification number.
- Q. Radio Programming Unit (RPU)**—means the MPSCS unit responsible for assignment of identification numbers; Template programming and reprogramming; all necessary database maintenance; and assignment of Talkgroups.
- R. Re-enable**—means to have a LOS Member unit ID turned back on in the MPSCS.
- S. Service Provider**—means the entity under contract with the Member to service and maintain Member's Radios.

- T. State of Michigan**—means the owner of MPSCS.
- U. System Management**—means the MPSCS’s responsibilities in the administration of MPSCS operations and selection of the MPSCS services provided under this Agreement including, upgrades and enhancements.
- V. Talkgroup**—means a configurable, pre-programmed, voice pathway in the System by which properly programmed Radios can communicate with each other.
- 1. Non-Proprietary Talkgroup**—means a Talkgroup established by the MPSCS for the benefit and good of several Members. The MPSCS administration grants access to these talkgroups by proper request and with demonstrated need.
 - 2. Proprietary Talkgroup**—means a Talkgroup assigned exclusively to a MPSCS Member for use during their duties. This Talkgroup may be shared between MPSCS Members with the written approval of the agency that established the Talkgroup.
 - 3. Proprietary Radio System**—means a non-MPSCS radio system that may be programmed into a MPSCS Member's radio for the purpose of interoperability. The MPSCS does support programming of non-MPSCS proprietary radio systems.
- W. Template**—means the Radio software, which controls the Radio’s Talkgroup functions and communication capabilities.
- X. Template Design Unit (TDU)** —means the MPSCS unit responsible for development of Templates that will be programmed into a Member's radio. This includes defining a Member's communications plan; the establishment or reuse of Talkgroups; providing direction for concurrence of Talkgroups between agencies, and documenting Templates for construction by the RPU section.
- Y. Twenty-four/Seven (24/7)** —means 24 hours a day, 7 days a week.

II. MPSCS COMMUNICATIONS SERVICES

- A. Template Design**—If requested by the Member via the RMS portal, TDU will work with and prepare a needs assessment for the Member, based on the Member's current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the needs assessment. The RPU will prepare the primary Template for each Radio if requested by the Member. The RPU will correct any

Template programming error(s) attributable to the RPU. A Member may request one primary Template change per year at no charge. The initial Template will be programmed into the Radio by one of two options. Either by MPSCS personnel or a serial specific file will be provided by the RPU to the Member or the Member's Service Provider. These options will be paid by Member. Refer to the MPSCS Fee Structure.

- B. System Management**—includes MPSCS' responsibility for the following:

 - 1. Assignment of Talkgroups' use priorities;
 - 2. Management of Talkgroups to assure appropriate use of the System;
 - 3. Enforcement of MPSCS guidelines, procedures, and protocols;
 - 4. Generate and use statistical data and reports concerning Member's Talkgroups, call durations, call types, busy signals, and other data analyses and reports; and
 - 5. Grade of service.
- C. Training**—Member's employees and other personnel must receive MPSCS approved Radio user training and/or "train the trainer" training.
- D. NCC Services** —The NCC operates and manages the System on a 24/7 basis. The NCC provides Member with emergency or planned activation of special-event Talkgroups. The NCC, upon Member's request, provides radio checks for unresponsive Radios; inhibits lost or stolen Radios; and provides communications troubleshooting.
- E. MPSCS Mobile Radios Performance**—MPSCS provides tested mobile radio communication coverage to the Member, subject to the Member's compliance with MPSCS recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below the tested coverage, the Member should first contact its Service Provider for an evaluation of the problem. If the Member's Service Provider determines the problem does not originate from the Member's Radios, equipment installation or maintenance, the Member should notify the NCC. The NCC will investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction and report the corrective action to the Member.
- F. MPSCS Portable Radio Coverage**—Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in Member's desired coverage areas.
- G. Emergency Alerts Availability**—If Member has a 24-hour dispatch center capable of receiving control data associated with all its Talkgroups, and Member can verify to MPSCS that it has the capacity to monitor and supervise the Emergency Alerts feature, Member may have the Emergency Alerts feature activated at no additional charge during a

template reprogram. See MPSCS Emergency Alert and Emergency Call Policy 1.1.3. When this feature is activated, the Member must keep their RCM logged in and respond to Emergency Alerts in a timely manner. Additionally, Member must obtain, at its own expense, a license to operate its Radio Control Manager (**RCM**) from its equipment vendor in order to have this feature activated. The NCC cannot serve as back-up for monitoring Emergency Alerts if the Member chooses this feature. If Member changes primary dispatching responsibilities to a PSAP or center that does not have RCM functionality, Member is responsible for contacting RPU to have Emergency Alert (EA) function removed from their radios.

- H. Private Calling Availability**—Private calling permits properly programmed Radios to engage in "one-on-one" conversations. Only the initiating and target Radios are able to communicate. Private calling can tie—up System resources. Member may choose to avail itself of Private Calling after a determination of the need and potential impact on the System.
- I. Performance Standards; Monitoring; Electronic and Infrastructure Maintenance** — The System utilizes automated performance standards and automated diagnostics, which are monitored 24/7 to ensure a timely reactive response to System component outages or other System deficiencies. MPSCS provides complete monitoring, inspection, and maintenance for all MPSCS tower sites and System infrastructure that meets or exceeds manufacturers' recommendations. The MPSCS also maintains a preventative maintenance system for all major components.
- J. MPSCS Emergency Management Plan**—The MPSCS maintains an Emergency Management Plan for the System. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.
- K. MPSCS Infrastructure Upgrades and Enhancements**—"**Upgrades**" are changes made to the System's infrastructure to assure compliance, or to improve existing features and operations, of the MPSCS. "**Enhancements**" are modifications made to MPSCS services or systems that add functions or features not originally part of the MPSCS. Benefits of the Upgrades are currently provided to Members at no additional charge. However, for a Member to access the new features and or enhancements, it may be necessary for the Member to upgrade its Radios after the appropriate MPSCS system upgrade is completed.

III. MEMBER OBLIGATIONS

A. **Fees**—Fees are governed by MPSCS's policy on fee structure. Changes to fees are at the sole discretion of State of MI, MPSCS, upon **twelve (12) months** prior written notice to MPSCS Members.

1. **Exhibit A** – Names the Member Liaison Officer, billing contact for Member fee payment, Member's primary dispatch center contact information, and DTMB-MPSCS's contact information for notices.

B. **Member's Radios**—Member may only use MPSCS-approved Radios, with authorized and validated serial numbers, Talkgroups and Radio ID's. A list of approved Radios is available from the TDU or the MPSCS website. Before programming any Templates, the Member must provide the RPU a list of the Member's Radios, each identified by: vendor/Service Provider, manufacturer, model number, serial number and flash or operating version.

Non-Public Safety and/or Non-Governmental Users –

Except for Michigan public utility companies, any non-public safety and/or non-governmental users providing direct support to public safety responses that are not eligible to hold authorizations in the Public Safety Pool pursuant to 47 CFR § 90.20, must meet the below requirements in order to be permitted to utilize the Michigan's Public Safety Communications System (MPSCS):

1. Member must have established procedures controlling access to Radio's and strictly prohibiting any use of Radio's for any routine operations or not in support of a qualifying public safety event.
2. Any Radio's must be securely stored when not in use.
3. Any volunteer having access to or utilizing Radio's must be background checked through the State of Michigan ICHAT public facing portal.
 - a. The results of those background checks must be retained for inspection.
 - b. All volunteers having access to Radios must be background checked on an annual basis.
 - c. A roster of all current volunteers must be maintained.
 - d. If a volunteer is employed by a public safety agency (police, fire or EMS) verification of their employment will satisfy the background check requirement.
4. When assisting on public safety matters those activations must be documented including:
 - a. Time, date, location, name of agency assisting.
 - b. Name of volunteer(s) utilizing Radios
 - c. What Radios were used
 - d. What talkgroups were utilized
 - e. These records must be retained for a period of thirty-six months (36)
5. Member will be provided access to event zones F, G, H, I (law enforcement only), J, K, and L (must have AES encryption). For any talkgroups not owned by Member, the Member must have an MOU with the talkgroup owner.
6. The above records must be provided to MPSCS upon request for review.

- C. **MPSCS Motion 360 Radio Management System**—application will be accessed using a MI Login. Member is required to keep its contact and radio asset information in the application current and report any changes to DTMB-MPSCS within 24 hours. In addition, before Member's Service Provider may access the application, Member must have a Memorandum of Understanding (MOU) in place with its Service Provider to maintain confidentiality and protect any application information from unauthorized disclosure.
- D. **MPSCS RMS Portal**—MPSCS is utilizing the RMS portal which is accessed using a MI Login. This portal replaces all email and phone requests for radio programming changes and/or additions to radios. Member's will only be allowed access to its own account and users unless a MOU is provided for additional access. Any Member that is provided access to an account that does not belong to them must report the matter immediately to DTMB-MPSCS so the error can be corrected.
- E. **Radios' Maintenance and Repair**—Member is responsible for maintenance and repair of its Radios in accordance with manufacturer's specifications.
- F. **Template Modifications**—The Member or the Member's Service Provider may make Template modifications if the modification does not adversely impact the operation and integrity of the System. Template modifications are not permitted for MPSCS radio zones: E, F, G, H, I, J, K and L. Template modifications must be made in strict compliance with RPU's standards and only upon **thirty (30) days** advance notice via the RMS portal to the RPU. MPSCS reserves the right to audit the Member's Templates at any time to confirm compliance with these requirements. Failure to comply with MPSCS Template modification standards is cause for termination of this Agreement. The MPSCS is not responsible for the installation or reprogramming of a modified Template into a Radio. An archive file will be provided to the Member for reprogramming of the Radio when possible. Some models of Radios cannot be programmed in the field due to programming security limitations and those Radios must be reprogrammed by the MPSCS. All costs associated with the MPSCS programming of Radios with modified Templates will be the responsibility of the Member.
- G. **System Prohibited Use**—The Parties acknowledge that the Network is for 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. No commercial, personal or non-public safety related business may be conducted through the System by the Member, its authorized users or Service Provider.
- H. **Compliance with Federal and State Laws**—Member must comply with all Federal and Michigan laws, rules, and regulations.

- I. System Management**—Member must comply with MPSCS' System Management requirements.
- J. Trained Personnel**—Member must not permit any personnel to use Radios until they have received approved MPSCS Radio user training.
- K. Member Liaison Officer**—Member must name its Member Liaison Officer. The Member Liaison Officer will be responsible for authorization of Template modifications, coordination of new Radios onto the System, and providing necessary data to the RPU for record keeping purposes. The Member Liaison Officer will also be the Member's representative for MPSCS billing purposes unless otherwise designated in **Exhibit A**.

Member Liaison Officer must report any changes within 24 hours when a user is deemed no longer authorized access to the MPSCS or the RMS portal by the Member so permissions can be updated immediately.

In addition, in order to protect the integrity of the MPSCS, the Member Liaison Officer will notify the NCC within 24 hours of knowledge of any of the following status changes to radios (see MPSCS website, Forms tab for the appropriate submittal documentation):

- Lost
- Stolen
- Bricked or otherwise compromised
- Re-enable

Member Liaison Officer will notify the MPSCS of any Radio ID's that are no longer in use and of any changes in ownership of Radios to update the point of contact by e-mailing MPSCS-Bus@michigan.gov.

- L. Compliance with MPSCS Guidelines, Procedures, and Protocols:**
1. Member must comply with all MPSCS guidelines, procedures, and protocols.
 2. In order to protect the integrity, security, safety, and efficient operation of the System for all MPSCS Members, Member must take appropriate corrective action against any of its employees who violate MPSCS standards, guidelines, procedures and, protocols, or this Agreement.
 3. Software, configurations and usage may be limited to ensure integrity of the network as required by MPSCS security and maintenance policies.
 4. Violation of MPSCS standards, guidelines, procedures, protocols, or violation of this Agreement may result in termination of this Agreement.

IV. DURATION, CANCELLATION & TERMINATION

Membership in the MPSCS will remain in effect until canceled or terminated by MPSCS, upon **twelve (12) months** prior written notice to Member as long as the Member stays in good

standing. The Agreement may be terminated by MPSCS for violations of the terms and conditions of this Agreement upon **thirty (30) days** written notice to the Member. Membership in the MPSCS will remain in effect until canceled or terminated by Member, upon **ninety (90) days** prior written notice to MPSCS.

V. AUTHORITY TO CONTRACT

Member represents that it has the requisite power to enter into this Agreement and that the person signing the Agreement has the authority to bind Member to its obligations in the Agreement.

VI. MISCELLANEOUS

- A. **Waiver**—The failure of a party to insist upon strict adherence to any term of this Agreement must not be considered a waiver or deprive the party of the right to later insist to the strict adherence to that term of the Agreement.
- B. **Modification**—MPSCS general membership terms may be modified by the MPSCS upon **ninety (90) days** advance written notice to MPSCS Members. Terms in this Agreement that are specific to Member may be modified by a written amendment signed by both parties.
- C. **Governing Law**—This Agreement is governed by, and must be construed in accordance with the laws of the State of Michigan.
- D. **Headings**—The headings given to the sections and paragraphs of this Agreement are for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. **Independent Contractor Relationship**—The relationship between the parties is that of an independent contractor and client. No agent, employee, or servant of the MPSCS may be deemed to be an employee, agent, or servant of the Member. The Member will be solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- F. **Effective Date**—This Agreement is effective as of the date of the last signature, and this Agreement once effective will supersede and replace any prior Member Services Agreement entered into between the parties.
- G. **Counterparts**—This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission will constitute effective execution and

delivery of this Agreement by the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for any purpose whatsoever.

VII. NOTICES

All notices given under this Agreement, except for emergency service requests, must be made in writing. All notices will be sent to the Member at the addresses provided in **Exhibit A** and all notices to DTMB-MPSCS will be sent to the applicable address below. An address change will be effective **seven (7) business days** after the notice of change is received.

MPSCS-RPU-TDU

DTMB-MPSCS

Radio Programming Unit/Template Design

(517) 333-2720 Work

MPSCS-RPU@michigan.gov

PO Box 30631

Lansing, MI 48909-8131

7150 Harris Drive

Dimondale, MI 48821

MPSCS BILLING SUPPORT

DTMB-MPSCS

Business Unit DTMB

(517) 284-4070 Work

(989) 640-2882 Mobile

MatsonM@michigan.gov

ParsonsR3@michigan.gov

SIGNATURE PAGES FOLLOW

MEMBER:

(Name of Agency)

(Signature of Contact)

By:

(Print/Type Name of Contact)

Its:

(Title of Contact)

Date:

STATE OF MICHIGAN

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET:

Michigan's Public Safety Communications System

By: Bradley A. Stoddard

Its: MPSCS Director

Date: _____

Please send signed Member Subscriber Agreement to:

Department of Technology, Management and Budget
Michigan's Public Safety Communications System
7150 Harris Drive
Dimondale, MI 48821
Attention: MPSCS Director

Exhibit A

Member Liaison Officer and Billing Contact for MPSCS's Invoice and Fee Payments (Please print or type clearly)

Member Liaison Officer (See Section III)

*Required fields:

*Name: _____

*Title: _____

*Address: _____

Cell: _____

*Ofc Phone: _____

*Email: _____

Primary Dispatch Center

Name: _____

24x7 Phone: _____

Email: _____

Activated Emergency Alert radios - Receiving Radio Control Manager (RCM):

Agency Name: _____

Serial No.: _____

Member Invoice Contact (*required if different name and address from Liaison):

*Name: _____

*Title: _____

*Address: _____

Cell: _____

*Ofc Phone: _____

*Email: _____

**MICHIGAN'S PUBLIC SAFETY COMMUNICATIONS SYSTEM
AMENDED AND RESTATED INTEGRATION AGREEMENT
WITH
KALAMAZOO COUNTY CONSOLIDATED DISPATCH
AUTHORITY**

This Michigan's Public Safety Communications System Amended and Restated Integration Agreement (Agreement), amends and replaces the November 10, 2022 Integration Agreement between the State of Michigan (State), by its Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System (DTMB-MPSCS), and Kalamazoo County Consolidated Dispatch Authority (Member or KCCDA) and is comprised of a Pre-Integration Section ("Part I") for console and full integration, and if applicable, a Final Integration Section ("Part II") for full integration preventative maintenance responsibilities. DTMB-MPSCS and Member together are referred to as the "Parties".

**PART I
PRE-INTEGRATION AGREEMENT**

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

WHEREAS, the Member is implementing a communications system by acquiring new equipment for existing communications facilities which will be integrated into the MPSCS for interoperability;

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

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

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

THEREFORE, the Parties agree to commence the technical process prerequisites to integrate into the MPSCS (collectively "the Network"), including if applicable, co-location of Member's Communications Equipment on MPSCS facilities in accordance with a MPSCS Co-location License Agreement between the Parties, for interoperable and enhanced communications coverage as follows:

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

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

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

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

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

E. Backhaul—means the Backhaul Network infrastructure used to transport radio system data between two or more MPSCS or Member Sites. This infrastructure includes the MPLS routers, point-to-point microwave radios, microwave dishes, and microwave waveguide. (This definition excludes any services such as fiber optic lines owned or leased by the user as well as any point-to-point microwave equipment maintained by the user).

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

G. Communications Equipment— means the equipment located at the MPSCS or Member's Sites, comprised of towers; electronics equipment; ancillary equipment; equipment shelters; consoles and dispatch operations; and supporting facilities.

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

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 approved by DTMB-MPSCS and incorporated by reference into this Agreement.

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

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

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

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

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

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

Q. 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.

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

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

T. MPSCS—means the Michigan’s Public Safety Communications System, a statewide public safety communications system.

U. 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.

V. 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.

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

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

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

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

AA. 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.

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

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

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

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

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

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

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

II. 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.

JJ. 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.

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

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

2. CONSIDERATION.

In consideration of the mutual covenants and benefits of Interoperability and Seamless Roaming for MPSCS members, the Parties agree to integrate the Members' Sites into the MPSCS, as an MPSCS enhancement, as provided in this Agreement.

3. TERM.

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

4. RELATIONSHIP OF THE PARTIES.

This Agreement is not intended to, and will not constitute, create, or give rise to a joint venture, partnership or formal business association, organization or relationship of any kind between the Parties. No employee, agent, or servant of either party will be deemed to be an employee, agent or servant of the other. Nothing in this Agreement will be construed to express or imply that either party assumes any of the other party's obligations as owner of its Communication Equipment, or in any manner waives governmental immunity.

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

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

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

6. **COMMUNICATIONS EQUIPMENT REQUIREMENTS.**

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

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

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

D. Integration.

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

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

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

As soon as available, DTMB-MPSCS will provide non-public safety/non-governmental members with a proposed timeline of desired project start, key milestones and anticipated go-live.

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

In the event funding cannot be committed within 12 months after notification, then the non-public safety/non-governmental member's support, services, or radio coverage cannot be guaranteed in the impacted area.

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

and the non-public safety/non-governmental member will be at risk of impacted communications in the area.

Any equipment already provided by the non-public safety/non-governmental member at the affected Multicast Sites and/or Simulcast will be reused to the extent possible.

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

7. THE MEMBER'S RESPONSIBILITIES.

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

DTMB-MPSCS will promptly acknowledge receipt of the detailed design/proposal and will use its best efforts to review each within ten (10) business days. If the Member is not included as part of the DDP (e.g. a utility is integrating), MPSCS will notify the Member of the integration if impacting to their sub-system. If proposed design or specific equipment does not meet MPSCS system standards or has the potential to negatively impact MPSCS system or users, DTMB-MPSCS will work with Member and system integrator Service Provider to resolve issues. DTMB-MPSCS will provide Member a Notice to Proceed (see Exhibit 1.D. example), when it approves the DDP proposed system design. The Member will not integrate equipment that does not meet MPSCS standards or minimum requirements. The Member may choose to have the Service Provider submit deliverables to DTMB-MPSCS

provided the Member has reviewed and consented to that which is being submitted.

1. Pre-Integration Review

The Member is responsible for obtaining and delivery of the final completed Pre-sale DDP proposals from system integrator and Service Providers providing equipment and services for integration. The pre-sale documents will include all parts and equipment related to the system integration project. The Member will resubmit any proposals that are revised. The Member agrees to provide or facilitate additional details for clarification of the proposals if requested by DTMB-MPSCS. DTMB-MPSCS and Member will mutually and reasonably agree with all system design criteria. Any delays or costs incurred due to procurement of equipment or service for integration that has not been approved by the MPSCS are at the sole responsibility of the requesting member. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the Pre-sale DDP system design and for the Member's Service Provider to proceed with installation.

2. Detailed Design Review

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

3. System Staging Testing and Acceptance

The Member is responsible for delivery of completed system staging acceptance testing documentation if applicable.

4. Go-Live Documentation and Acceptance

The Member is responsible for delivery of all documentation listed in Exhibit 1.B., so that the integrated Systems and equipment can be properly maintained and supported as required for a live public safety communications system.

5. Final System As-Built Documentation

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

6. Project Changes

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

B. Federal and State Licensing Requirements.

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

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

D. Suitability, Insurance, and Indemnification.

1. DTMB-MPSCS makes no representations as to the suitability of the integrated Systems for the Member's use or that DTMB-MPSCS maintains any insurance to insure Member, its employees, agents, contractors, subcontractors, or service providers against any claims,

demands, actions, suits, or causes of action, and judgments, settlements, or recoveries, for bodily injury or property damage arising out of the condition of the Systems or any other equipment or facilities operated by DTMB-MPSCS or anything contained in this Agreement. DTMB-MPSCS is not obligated under this Agreement to obtain any insurance for Member's benefit. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the State.

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

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

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

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

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

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

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

vii. Insurance Certificates.

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

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

3. Waiver of Subrogation.

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.

E. Radio Interference. Member will not do anything in its operation of the Member's Sites that would cause any unreasonable interference with the MPSCS, Network or Communications Equipment. Member will give DTMB-MPSCS thirty (30) day prior written notice of its desire to install or locate Member's Communications Equipment and will provide DTMB-MPSCS with an interference study(s) that shows that the additional Member's Communications Equipment will not cause interference with the existing

MPSCS' Communications Equipment. In the event the existing Communications Equipment experiences interference as a result of the additional Member's Communications Equipment, Member will use Best Efforts to correct the problem within ninety (90) days.

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

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

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

I. Security.

1. MPSCS Towers:

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

2. Member Towers:

Member will facilitate DTMB-MPSCS access to the Member's Sites for installation, repair, maintenance, or removal of the Member's Communications Equipment. The Member's Communications Equipment will be installed in a secure location limiting access to only

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

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

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

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

K. End of Warranty Preventative Maintenance. Member or its Service Provider will provide a yearly Preventative Maintenance (PM) on all ASR Multicast and/or Simulcast sites if the system is under warranty for more than one year. Additionally, a PM will be performed on all sites at the end of the

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

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

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

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

N. Patches and updates.

- i. NCC will periodically push patches and updates to equipment directly connected to the MPSCS. It is the Members responsibility for re-booting equipment on a weekly basis to implement latest updates and patches. Some equipment, such as Logging Recorders, have a specific re-boot process. See MPSCS Operating

Systems and Software Patch Requirements Policy 4.1.14 for specific re-booting information.

- ii. If applicable, it is the Members responsibility to patch, update and reboot any equipment remotely connected to the MPSCS through a Member's controlled network, whether Member owned or Member supported equipment/devices. Equipment remotely connected to the MPSCS must meet MPSCS Standards. DTMB-MPSCS reserves the right to validate all equipment connected to the MPSCS through outside channels. See MPSCS Policy 4.1.14.

O. Emergency Alert Monitoring.

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

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

8. **DTMB-MPSCS'S RESPONSIBILITIES.**

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

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

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

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

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

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

9. NONDISCRIMINATION.

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

10. UNFAIR LABOR PRACTICES.

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

11. TERMINATION.

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

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

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

D. Terminated Obligations. Upon termination of this Agreement by either party, any obligations of the other party for maintenance and/or repair services or upgrades will be terminated at such time that the Parties' systems

become operationally independent of each other, or at the end of the thirty (30) months termination period, whichever occurs first.

12. NOTICES.

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

To: Member

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 will be governed by, and construed in accordance with, the laws of the State of Michigan.

15. AMENDMENTS.

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

16. NO WAIVER OF DEFAULT.

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

17. ENTIRE AGREEMENT AND ORDER OF PRIORITY.

This Amended and Restated Integration Agreement Part I (including if applicable, the Integration Agreement Part II), MPSCS Member Subscriber

Agreement and MPSCS Co-location License Agreement (together the “Agreements”), represent the entire agreement between the Parties and supersede all proposals, prior agreements (oral or written), and all other communications between the Parties relating to matters covered in the Agreements. The Agreements will be read to be consistent with one another.

18. AGREEMENT PART I EFFECTIVE DATE.

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

19. HEADINGS.

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

20. SEVERANCE.

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

21. AGREEMENT NEGOTIATION.

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

22. VALIDITY.

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

23. COUNTERPARTS.

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

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

SIGNATURE PAGES FOLLOW

MEMBER:

Kalamazoo County Consolidated Dispatch Authority

By: Jan Van Der Kley

Its: Chairperson, KCCDA Board of Directors

Date: _____

By: Richard Fuller

Its: Clerk, KCCDA Board of Directors

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

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

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

EXHIBIT 1.B

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

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

- A. All Required FAA and State of Michigan Tall Structures / Obstruction Documentation including but not limited to: Antenna Site Registrations, 2C Letters, Form 7460-2 Supplemental Notice, No Hazard Determination, and Michigan Tall Structures Permits.
- B. All required FCC Licenses and Applications including but not limited to: Frequency coordination documents, submitted applications, and granted licenses.
- C. System Configuration Tracking Documentation. Examples include but are not limited to: Alarm and Control Configuration, IP Address Table for all networked devices, etc.
- D. System Administrator Documentation and System Programming Parameters
- E. Software Licenses
- F. Microwave path survey report with evidence of field validation of paths
- G. AC electrical distribution as-built drawings
- H. DC distribution as-built drawings
- I. Fire detection system as-built drawings
- J. Tower light controller wiring details
- K. Finalized Site Coordinates, Addresses, and Site Numbers
- L. Tower design as-built drawings (Tower, Tower foundations, Structural analysis)
- M. Configuration files for all installed or modified hardware / software. Equipment includes but is not limited to, routers, switches, site controllers, microwave radios, radio base stations, comparators, and any other equipment integrated into the system. Copies of the files will need to be left on site (or location) with the associated equipment so that in the event of a failure, equipment can be restored to operation.
- N. Equipment Inventory with all original manufacturer serial numbers. Note: Reseller serial numbers will not be accepted.
- O. Site and System Block, Network, and interconnect drawings.
- P. Completed, Passed, and Signed Acceptance Test Plans
- Q. Project Punch List including test item failures and required corrective action or resolution.
- R. Customer Support Plan

EXHIBIT 1.C

INTEGRATION PROJECT CLOSEOUT REQUIREMENTS

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

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

EXHIBIT 1.D

NOTICE TO PROCEED (Example email)

This email is to provide Member and its Service Provider with Notice to Proceed with installation of the _____ DDP for the _____ project. This Notice to Proceed is limited to the DDP submitted for review on the date noted below and the subsequent changes and information reviewed and agreed to prior to this notice, see attached. Any aspects of the design still under review that will be resolved at a later date are summarized below. Please note that any future changes to the reviewed design must be reviewed by MPSCS and documented prior to proceeding. Any delays or costs incurred due to procurement of equipment or service for integration that has not been approved by the MPSCS are at the sole responsibility of the requesting member and/or its Service Provider. Thank you for your time and efforts and please feel free to contact us with any questions.

Project Name: _____

DDP Submission Date: _____

Submitted design items requiring modification or additional information: _____

Open Design Items Pending Consent:

EXHIBIT 1.E

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

1. 39-042 KAZOO-CO-DISP-AUTH (KCCDA)
 First entered into on April 19, 2018
 Signed by: Jeffery Troyer, Executive Director

EXHIBIT 1.F

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

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

Commencing on the beneficial use of the Dispatch Consoles System;

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

PART II AMENDED AND RESTATED FINAL INTEGRATION AGREEMENT

This Amended and Restated Michigan's Public Safety Communications System Integration Agreement Part II is entered between the State of Michigan, by its Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System (DTMB-MPSCS), and Kalamazoo County Consolidated Dispatch Authority (Member or KCCDA). DTMB-MPSCS and Member together are referred to as the "Parties".

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

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

1. ADDITIONAL DEFINITIONS FOR PURPOSES OF PART II.

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

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

2. ADDITIONAL CONSIDERATION.

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

3. DTMB-MPSCS'S RESPONSIBILITIES.

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

4. MEMBER'S RESPONSIBILITIES.

A. Cyber Incident and Physical Security Breach Notification.

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

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

5. ADDITION OF NON-PUBLIC SAFETY USERS AFTER EFFECTIVE DATE.

DTMB-MPSCS shall 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 shall not be granted unless agreed to in writing by Member and shall be subject to prior system overload evaluation described in the Integration 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 this Amended and Restated Part II is the date it is signed by DTMB-MPSCS.

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

SIGNATURE PAGES FOLLOW

MEMBER:

Kalamazoo County Consolidated Dispatch Authority

By: Jan Van Der Kley

Its: Chairperson, KCCDA Board of Directors

Date: _____

By: Richard Fuller

Its: Clerk, KCCDA Board of Directors

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 2.A
**SCHEDULE FOR PREVENTATIVE MAINTENANCE, REPAIR AND
MONITORING RESPONSIBILITIES WITH ADDITIONAL TERMS
AND PAYMENT SCHEDULE**

- A.** Consistent with the Integration Agreement, Member retains DTMB-MPSCS to provide Monitoring, maintain and repair the Tower, Microwave, 700/800 MHz and supporting electronics equipment at the Tower Sites as listed..
- B.** Any work not specified in the below maintenance procedures is the responsibility of the Member.
- C.** The MPSCS reserves the right to perform work or hire a subcontractor to perform work that is not being performed by Member and bill back the associated costs not to exceed \$9,999. Any communications equipment or project cost exceeding \$9,999 must first be approved and authorized by the Member, with the exception of work necessary to repair an outage of the MPSCS.
- D.** The maintenance steps listed in any of the below maintenance procedures may be modified or changed based upon improvements in the maintenance and testing process or changes in technology or manufacturer's specifications without written notice or modification of this Agreement. Any changes will be in accordance with established MPSCS Book of Technical Standards.
- E.** Member may request a different combination of repair and maintenance services from DTMB-MPSCS, at any time during the initial term or any renewal term, by sending a sixty (60) day advance written request to DTMB-MPSCS. Upon receipt of the request, DTMB-MPSCS will determine whether it can support the changes by the date requested. DTMB-MPSCS reserves the right to require longer than sixty (60) days to implement Member's changes if the request would substantially impact DTMB-MPSCS operations, such as requiring additional staffing to support the new repair and maintenance services to be managed DTMB-MPSCS. Reimbursement to DTMB-MPSCS will be adjusted to reflect this requested change based on the MPSCS Service Fees schedule in place at the time of the request.
- F.** DTMB-MPSCS's Services will be compensated as follows:
 - 1. Member will reimburse DTMB-MPSCS for the replacement costs of Spare Parts, Materials, and Supplies, and will also be reimbursed for Member's integrated site equipment at the incurred labor costs. Any communications equipment or project cost exceeding \$9,999 must first be approved and authorized by the Member, with the exception of work necessary to repair an outage of the MPSCS.

2. DTMB-MPSCS will also be reimbursed for its labor costs incurred, related to Service Providers' or manufacturers' warranty service; and in the performance end of its maintenance and repair of the Member's Sites.
3. DTMB-MPSCS will be reimbursed time and deployment of the forestry cutter for the removal of overgrowth when Member's Site is not properly maintained. Member will be billed for the forestry cutter deployment cost for each day at the Member's Site and also the MPSCS technician's hourly cost for actual time spent maintaining Member's Site. The forestry cutter deployment cost and MPSCS technician's hourly cost may be found on the MPSCS Service Fees Schedule.
4. DTMB-MPSCS will be reimbursed for the labor costs incurred during the NCC's Monitoring of the Member's Sites. These costs are included in the DTMB-MPSCS Tower Site Monitoring fee. The parties agree the fee is a foreseeable cost and will not exceed a maximum five percent (5%) increase from the previous year's fee.

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

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

8. For any questions regarding DTMB-MPSCS invoices, please contact MPSCS Billing Support at MPSCS-Bus@michigan.gov. If you are not receiving invoices, please update the Member's Invoice Contact information in Exhibit A of the Member Subscriber Agreement and submit to DTMB-MPSCS at MPSCS-Bus@michigan.gov.
- G.** 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 Member's Site.

**Preventative Maintenance Tasks
RESPONSIBILITIES TABLE**

(see following pages)

Maintenance Item with Responsible Party		5104 - Adams Park-MPSCS	5108 - Lamont - Sheriff Bldg	5109 - Ravine Road - Diesel	5111 - Oshtemo - Propane	5112 - WMU - Nat Gas	5113 - Portage - Nat Gas	5114 - Augusta - Nat Gas	5102 MW Paw Paw-MPSCS	5704 MW Battle Creek-MPSCS	5103 Dispatch
Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A *Yellow Highlight=No Channel Add Needed											
Quarterly Tower Inspection and Maintenance											
1	Conduct a visual inspection of tower	D	D	D	D	D	D	D	D	D	N/A
2	Inspect anchor foundations	D	N/A	N/A	N/A	N/A	N/A	N/A	D	D	N/A
3	Inspection tower foundation	D	D	N/A	D	D	D	D	D	D	N/A
4	Inspect guy wires, turnbuckles, thimbles, safety cables, safety clamps and ice clips	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	Inspect and test tower lighting photocell operation and alarm reporting system (FAA mandated)	D	N/A	N/A	N/A	N/A	N/A	N/A	D	D	N/A
6	Inspect tower grounding system	D	D	D	D	D	D	D	D	D	N/A
7	Inspect RF cable surge suppression devices and grounding on all outside cables	D	D	D	D	D	D	D	D	D	N/A
8	Inspect dehydrator and verify pressure on each pressurized feedline.	D	N/A	N/A	D	D	D	D	D	D	N/A
9	o Record the dehydrator meter reading	D	N/A	N/A	D	D	D	D	D	D	N/A
Annual Tower Inspection and Maintenance											
	Every One (1) Year										
10	Includes all items listed in the quarterly inspection	D	D	D	D	D	D	D	D	D	N/A
11	Inspect ice bridge	D	D	D	D	D	D	D	D	D	N/A
12	Inspect cathodic grounding systems (Anchorguard)	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13a	Test alarming tower lighting with NCC	D	N/A	N/A	N/A	N/A	N/A	N/A	D	D	N/A
13b	Test dehydrator systems with NCC	D	N/A	N/A	D	D	D	D	D	D	N/A
	Every Three (3) Years										
14	Tower Climb Inspection Every three (3) Years unless Annual or Quarterly Visual Inspection Issues Identified	D	D	D	D	D	D	D	D	D	N/A
15	Inspect all lighting fixtures and junction boxes and cable on the tower every three (3) years	D	N/A	N/A	N/A	N/A	N/A	N/A	D	D	N/A
16	Inspect lighting controller box every three (3) years	D	N/A	N/A	N/A	N/A	N/A	N/A	D	D	N/A
17	Replace side marker lamps (when recommended by manufacturer)	D	N/A	N/A	N/A	N/A	N/A	N/A	D	D	N/A
18	Replace strobe lamps (when recommended by manufacturer to meet FAA requirements)	D	N/A	N/A	N/A	N/A	N/A	N/A	D	D	N/A
19	Inspect tower bolts during climb every three (3) years	D	D	N/A	D	D	D	D	D	D	N/A
20	Inspect all 700/800 MHz antennas every three (3) years	D	D	D	D	D	D	D	D	D	N/A
21	Inspect all microwave antennas every three (3) years	D	N/A	D	D	D	D	D	D	D	N/A
22	Inspect antenna feedline clamps every three (3) years	D	D	D	D	D	D	D	D	D	N/A
	Every Five (5) Years										
23	Measure and adjust as required all guy wires tension specifications to meet manufacturer's recommendation every five (5) years	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
24	Verify tower is plumb every five (5) years	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Quarterly Grounds Inspection and Maintenance											
25	Inspect and clear all guy wire lanes for brush and debris	D	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
26	Inspect and remove or cut up fallen trees on property	D	N/A	N/A	D	D	D	D	D	D	N/A
27	Inspect and mowing of grass at property	D	N/A	N/A	D	D	D	D	D	D	N/A
28	Inspect roads and ditches for integrity	D	N/A	N/A	D	D	D	D	D	D	N/A
29	Inspect LP tank foundation	D	N/A	N/A	D	N/A	N/A	N/A	N/A	D	N/A
30	Inspect the power and telephone pedestals for integrity	D	N/A	N/A	D	D	D	D	D	D	N/A
31	Inspect and adjust the roadway gate	D	N/A	N/A	D	D	D	D	D	D	N/A
32	Inspect, adjust and repair all site fencing for integrity	D	N/A	N/A	D	D	D	D	D	D	N/A
33	Verify appropriate signage is on fencing and property	D	D	D	D	D	D	D	D	D	N/A
Annual Grounds Inspection and Maintenance											

[illegible]

	Maintenance Item with Responsible Party	5104 - Adams Park-MPSCS	5108 - Lamont - Sheriff Bldg	5109 - Ravine Road - Diesel	5111 - Oshtemo - Propane	5112 - WMU - Nat Gas	5113 - Portage - Nat Gas	5114 - Augusta - Nat Gas	5102 MW Paw Paw-MPSCS	5704 MW Battle Creek-MPSCS	5103 Dispatch
	Member = M DTMB-MPSCS = D Motorola or Service Provider = SP Tower Owner = T Not Applicable = N/A *Green Lettering=SOM Owned *Yellow Highlight=No Channel Add Needed										
65	Fire Extinguisher Recharge every five (5) years	D	D	D	D	D	D	D	D	D	N/A
Quarterly HVAC Inspection and Maintenance (Approved MPSCS units)											
66	Inspect HVAC covers and ice diverters for damage or leaks	D	N/A	D	D	D	D	D	D	D	N/A
67	Verify cooling mode is working correctly	D	N/A	D	D	D	D	D	D	D	N/A
68	Verify heating mode is working correctly	D	N/A	D	D	D	D	D	D	D	N/A
69	Verify economizer mode is working correctly	D	N/A	D	D	D	D	D	D	D	N/A
70	Listen to the unit while operating to verify normal sounds	D	N/A	D	D	D	D	D	D	D	N/A
71	Verify proper lead/lag operation of the controller	D	N/A	D	D	D	D	D	D	D	N/A
72	Verify thermostat is set at proper ranges	D	N/A	D	D	D	D	D	D	D	N/A
73	Inspect and verify temperature and humidity alarms	D	N/A	D	D	D	D	D	D	D	N/A
74	Inspect and replace HVAC air filters as necessary	D	N/A	D	D	D	D	D	D	D	N/A
Annual HVAC Inspection and Maintenance (Approved MPSCS units)											
	Every One (1) Year										
75	Includes all items in the HVAC quarterly inspection and maintenance	D	N/A	D	D	D	D	D	D	D	N/A
76	Clean coils	D	N/A	D	D	D	D	D	D	D	N/A
77	Clean air cabinets	D	N/A	D	D	D	D	D	D	D	N/A
78	Test operation of the FCC switch	D	N/A	D	D	D	D	D	D	D	N/A
79	Check refrigerant charge level	D	N/A	D	D	D	D	D	D	D	N/A
80	Inspect bearings and belts and replace as necessary	D	N/A	D	D	D	D	D	D	D	N/A
81	Lubricate appropriate bearings and shafts	D	N/A	D	D	D	D	D	D	D	N/A
82	Inspect fan blades for wear	D	N/A	D	D	D	D	D	D	D	N/A
83	Inspect dampers, actuators, and other air regulating devices	D	N/A	D	D	D	D	D	D	D	N/A
84	Verify proper voltage to motor and current draw	D	N/A	D	D	D	D	D	D	D	N/A
85	Inspect heating elements and current draw	D	N/A	D	D	D	D	D	D	D	N/A
86	Verify proper temperature rise on heat	D	N/A	D	D	D	D	D	D	D	N/A
87	Verify proper temperature fall on cooling	D	N/A	D	D	D	D	D	D	D	N/A
88	Verify proper economizer mode	D	N/A	D	D	D	D	D	D	D	N/A
89	Inspect drains and clean as required	D	N/A	D	D	D	D	D	D	D	N/A
90	Inspect unit for signs of wear, overheating or other trouble	D	N/A	D	D	D	D	D	D	D	N/A
91	Listen to the unit while operating to verify normal sounds	D	N/A	D	D	D	D	D	D	D	N/A
92	Inspect cabinet for rust or other degradation	D	N/A	D	D	D	D	D	D	D	N/A
93	Verify HVAC shut down with smoke alarm	D	N/A	D	D	D	D	D	D	D	N/A
94	HVAC alarming testing with NCC	D	N/A	D	D	D	D	D	D	D	N/A
Quarterly Generator Inspection and Maintenance (Approved MPSCS generators)											
95	Inspect all fluid levels and top off as necessary	D	N/A	D	D	D	D	D	D	D	N/A
96	Inspect battery terminals and connecting cables	D	N/A	D	D	D	D	D	D	D	N/A
97	Inspect all clamps and hoses for leaks	D	N/A	D	D	D	D	D	D	D	N/A
98	Inspect exhaust system	D	N/A	D	D	D	D	D	D	D	N/A
99	Inspect battery charger for proper operation	D	N/A	D	D	D	D	D	D	D	N/A
100	Inspect block heater for proper operation	D	N/A	D	D	D	D	D	D	D	N/A
101	Inspect generator panel for proper alarm and meter functions	D	N/A	D	D	D	D	D	D	D	N/A
102	o Record the generator hour meter reading	D	N/A	D	D	D	D	D	D	D	N/A
103	Inspect Generator transfer panel	D	N/A	D	D	D	D	D	D	D	N/A
104	o Verify the clock has the correct time	D	N/A	D	D	D	D	D	D	D	N/A
105	o Perform a fast test transfer	D	N/A	D	D	D	D	D	D	D	N/A
106	o Listen for unusual noise or vibration	D	N/A	D	D	D	D	D	D	D	N/A
107	Inspect fuel system	D	N/A	D	D	D	D	D	D	D	N/A

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]



Kalamazoo County Consolidated Dispatch Authority



TO: All Agencies, Municipal Entities, Organizations, and/or
Businesses

FROM: Jeff Troyer, Executive Director

DATE: July 1, 2026

SUBJECT: ADMINISTRATIVE GUIDELINES
Automated Emergency Alerts from Applications

Technology continues to advance at a rapid pace and KCCDA is continuously asked about the capability of receiving automated emergency alerts from various systems and applications. It's important to note that 911 centers are not alarm monitoring centers and standard alarms (medical, fire, burglar, duress, hold-up, etc) shall be monitored by a licensed central monitoring system. In addition, Michigan Compiled Laws prohibit automated systems from accessing 9-1-1 *unless it establishes two-way communications session.*

These guidelines outline the type of automated emergency alerts KCCDA will accept, establish the format and means of receiving the data, and set forth a process by which the application/system shall be tested to ensure these guidelines are met before implementation.

- The only automated emergency alert permitted is an "Active Assailant/Threat" alert.
- Automated emergency alerts shall be limited to plain text messages – no hyperlinks, video feeds, snapshots, etc. are permitted to be sent to KCCDA.
- Automated emergency alerts must contain a dispatchable location/address specific to each individual facility/building on the campus/property where the emergency alert can be activated. This may require additional geo-fencing by the contractor/vendor providing the automated emergency alert application.
- The following format shall be utilized for automated alerts:

*****ACTIVE ASSAILANT/THREAT*****

[NAME OF FACILITY], located at [ADDRESS, CITY, STATE], has initiated a lockdown event due to an active assailant/threat on the premises.

Any deviation from the main fields or the order in which the information above is displayed must be authorized in writing by KCCDA's Deputy or Executive Director.

- Automated emergency alerts shall be received via KCCDA's Text-to-9-1-1 solution without utilization of the 9-1-1 network for delivery. KCCDA will provide a confidential ten-digit telephone number the contractor/vendor must use to deliver the alert.
- Any agency, municipal entity, organization, or business seeking authorization to send automated emergency alerts must schedule and conduct testing with KCCDA administration for each facility/building located on the campus/property. KCCDA shall provide in writing a satisfactory or unsatisfactory determination of the test.

KCCDA shall maintain a list/database of approved agencies, municipal entities, organizations, and businesses authorized to send automated emergency alerts containing facility name, contractor/vendor application name, location/address for each alert, and a point of contact. This information will be used to distribute correspondence related to changes in the automated emergency alert program.

From: [Jeff Troyer](#)
To: [KCCDA Admin](#)
Bcc: ["augustapd@tds.net"](#); ["rcfull@kalcounty.com"](#); ["mmgree@kalcounty.com"](#); ["boysend@kalamazoocity.org"](#); ["huberm@kalamazoocity.org"](#); ["franksc@kalamazoocity.org"](#); ["dmsmith@ktwp.org"](#); ["dathompson@ktwp.org"](#); ["sgordon@kvcc.edu"](#); ["mrifenberg@kvcc.edu"](#); ["wolfem@portagemi.gov"](#); ["mayhewb@portagemi.gov"](#); ["chiefmattioli@richlandpolice.org"](#); ["policechief@rosstownshipmi.gov"](#); ["ssmith@villageofschoolcraft.com"](#); ["ssanderson@vicksburgmi.org"](#); ["scott.merlo@wmich.edu"](#); ["timothy.unangst@wmich.edu"](#); ["ErnstesS@michigan.gov"](#); ["hinzd@michigan.gov"](#); [Steven.Stryd@Kcalcounty.gov](#); [Logan D. Bishop](#); [Hurst, John](#)
Subject: Radio ID's and Aliases for Kalamazoo MPSCS Subsystem
Date: Tuesday, June 23, 2026 14:45:00

All Law Enforcement Agencies (Bcc):

We are trying to update (clean up) our Radio Console Alias Database and need your help. We are asking for each agency to send us an updated Radio ID list and each device's corresponding Alias to cross reference what we have in the database today. It's important that this information come from your agency as you know which radios have been assigned on a more permanent basis versus temporarily.

Please try to have an up-to-date radio ID list **no later than July 15th**.

Thanks in advance and have a great afternoon!

Jeffery Troyer

Executive Director

Kalamazoo County Dispatch Authority

7040 Stadium Dr., Kalamazoo, MI 49009

Ofc: (269) 488-6616

Cell: (269) 718-2195

www.kccda911.org