

Minutes of a regular meeting of the Chippewa County Board of Commissioners, held at the Chippewa County Courthouse, 319 Court St., Sault Ste. Marie, Michigan on the 9th day of November, 2015 at 5:30 p.m.

PRESENT: Scott Shackleton, Don McLean, Jim Martin, Conor Egan and Rudy Johnson

ABSENT: None

The following preamble and resolution was offered by Commissioner McLean and seconded by Commissioner Johnson.

**RESOLUTION NO. 15-26**  
**MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM**  
**INTEGRATION AGREEMENT WITH**  
**CHIPPEWA COUNTY EMERGENCY SERVICES**

This Michigan Public Safety Communications System Integration Agreement (Agreement) is entered on November 9, 2015, between the State of Michigan (State), by its Department of Technology, Management and Budget, Office of the Michigan Public Safety Communications System, and Chippewa County Emergency Services, whose address is 4657 W. Industrial Park Dr. Kincheloe, MI 49788. DTMB and the Member together are referred to as the "Parties".

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

WHEREAS, the Member and MPSCS are jointly implementing an 800 MHz Multicast Site by acquiring new equipment and facilities, which will be integrated into the MPSCS for interoperability; and

WHEREAS, the Member and MPSCS desire to enter into this Agreement to integrate the Multicast Site on an interoperable basis to achieve enhanced communications coverage, and performance in the geographic areas covered by the Multicast Site

THEREFORE, the Member and MPSCS agree to construct, integrate and maintain the Multicast Site within the MPSCS (collectively "the Network"), for interoperable and enhanced communications coverage.

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

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

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

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

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

**E. Communications Equipment**—means the MPSCS' or the Member's communications systems, comprised of towers; electronics equipment, ancillary equipment, equipment shelters, consoles, dispatch operations, and supporting facilities.

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

**G. DTMB**—means the Michigan Department of Technology, Management and Budget, Office of the Michigan Public Safety Communications System, the State of Michigan Department that manages and operates the MPSCS.

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

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

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

1. **Exhibit A**—means Member's MPSCS Member Subscriber Agreement.
2. **Exhibit B**—Responsibilities for monitoring and repair of the Multicast Site and Microwave systems.
3. **Exhibit C**—means the Member's and MPSCS sites used as part of this Integration.

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

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

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

**N. Member**—means the Chippewa County Emergency Services, a department within Chippewa County, a constitutional corporation and includes Chippewa County's departments, agencies, instrumentality's, boards, and commissioners, together with its officers, agents and employees, paid or volunteer.

**O. RESERVED**

**P. Monitoring**—means MPSCS actively monitoring the operational readiness of the System integrated into the MPSCS. This monitoring is done by the NCC.

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

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

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

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

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

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

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

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

**X. RESERVED**

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

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

**AA. Multicast Site**— means an 800 MHz Multicast public safety communications system infrastructure comprised of electronics equipment, ancillary equipment, equipment shelters, and supporting equipment owned by the Member and MPSCS and integrated into the MPSCS.

**BB. Reserved**

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

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

**EE. Systems' Grade of Service**—means level of busies.

**FF. 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.

**GG. Tower Site 9301**—Means the MPSCS Tower which will be connected to Tower Site 9304 by Point-To-Point (PTP) microwave for the Multicast Site integration into the MPSCS network.

**HH. Tower Site 9304**—Means the Member's Tower with a Multicast Site integrated into the MPSCS infrastructure by microwave through Tower Site 9301.

**2. CONSIDERATION.**

In consideration of the mutual covenants and benefits of Interoperability for MPSCS members, the Parties agree to construct and integrate a Multicast Site into the MPSCS, as an MPSCS enhancement, as provided in this Agreement.

**3. INITIAL TERM AND RENEWAL TERMS.**

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

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

**4. RELATIONSHIP OF THE PARTIES.**

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

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

**5. MULTICAST 800 MHZ SITE AND MAINTENANCE SPECIFICATIONS.**

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

**A. Design/Build Contract.** The design/build contracts between the Member and Motorola that substantially represents the terms, conditions and obligations for the design and construction of the Multicast Site.

**B. The MPSCS Standards.** The Multicast Site and Microwave and will be installed in accordance with established MPSCS standards.

**C. Member Electronics Equipment documents.**

1. Multicast Site technical drawings, data, interface, and technical interface to the MPSCS, prepared by the vendor, and approved by Motorola and MPSCS.
2. PTP Microwave System technical drawings, data, interface, and technical interface to the MPSCS, prepared by the vendor, and approved by Motorola and MPSCS.

3. Technical details, drawings and equipment lists of all interfaces to the Multicast Site including, non-MPSCS radios and base stations, audio patch interfaces for interoperability, recording, instant recall systems directly or indirectly connected the Multicast Site.

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

6. **COMMUNICATIONS EQUIPMENT REQUIREMENTS.**

A. **MPSCS Standards.** The Member represents that its Electronics Equipment will meet or exceed MPSCS standards in the MPSCS Book of Standards, and in all respects the Electronics Equipment shall be compatible with MPSCS' SmartZone and Moscad equipment, and shall be configured in a manner similar to MPSCS' Communications Equipment.

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

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

D. **Integration.**

1. **Network Use Limitation.** The Parties acknowledge that the System and MPSCS are for general government communication, including but not limited to, public safety communication purposes consistent with FCC licensing requirements.
2. **Integration Cost.** Each party shall pay its own costs for integration and separation.
3. **System Grade of Service.** The Parties acknowledge that the Member's System and MPSCS' communications can be degraded by the addition of users or talkgroup traffic exceed the Systems' capabilities and cause an unacceptable increase to the Grade of Service. Each party agrees to evaluate prospective users' impact to the MPSCS to avoid overloading. In the event there is potential for overloading, the Parties shall use their Best Efforts to determine the required solution. If in order to resolve overloading, additional

infrastructure and components (upgrades) are required to be added to the MPSCS, the Parties agree that the Member shall provide for the upgrades at the Member's sole cost.

**7. THE MEMBER'S RESPONSIBILITIES.**

**A. Federal and State Licensing Requirements.**

1. The Member shall obtain all appropriate approvals, registrations, permits, or primary licenses for operation of its Electronics Equipment and frequencies licensed, from the requisite agencies, including but not limited to, the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and the Regional Frequency Coordination Committee.
2. The Member shall comply with all applicable pre-construction federal regulatory environmental requirements necessary to obtain approvals, permits or licenses as required pursuant to FCC Regulation 47 CFR 1.1301 – 1.1319.
3. Member acknowledges and agrees that it will be solely responsible for the resolution and correction of any regulatory omission or violation.

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

**C. Suitability, Insurance, and Indemnification.**

1. DTMB makes no representations as to the suitability of the integrated Systems for the Member's use or that DTMB 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 or anything contained in this Agreement. DTMB is not obligated under this Agreement to obtain any insurance for Member's benefit. All insurance coverage provided

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

2. Member must purchase and maintain insurance during any term of this Agreement , including any holdover period, to protect against claims which may arise out of, or result from its operations, under this Agreement as follows:
  - i. Member must carry Commercial General Liability coverage. This coverage must include bodily injury, personal injury, property damage, and contractual liability subject to limits of not less than \$1,000,000 each occurrence and when applicable, \$1,000,000 annual aggregate. This coverage must include the State of Michigan, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents as additional insured, only as respects liability directly arising from Member's System.
  - ii. Member must have insurance for benefits payable under Michigan's Workers' Disability Compensation Law, including coverage for bodily injury, occupational sickness or disease, or death of Member's employees.
  - iii. Member must carry Commercial Motor Vehicle insurance, including hired and none owned coverage or its equivalent subject to limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined
  - iv. If Member fails to pay any premium for required insurance, or if any insurer cancels or significantly reduces any required insurance without the DTMB's written consent, at DTMB's election (but without any obligation to do so) after DTMB has given Member at least thirty (30) days prior written notice, DTMB may pay such premium or procure similar insurance coverage from another company or companies and Member must pay the entire cost upon DTMB'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 within thirty (30) calendar days following the effective date of this Agreement, and every year after while this Agreement is in effect, certificate(s) of insurance verifying liability coverage and listing the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as additional insured.

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

3. Waiver of Subrogation.

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

4. Indemnification.

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

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

6. Members' and its contractor(s) indemnification obligations shall survive the termination of this Agreement.

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

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

**F. Approved Software and Programming.** Only DTMB approved software may be installed on the Electronics Equipment, Network equipment or other interconnected devices. A written request shall be submitted to DTMB and approved by DTMB prior to any requested changes in Electronics Equipment programming, hardware, software, programming or other functions of the System.

**G. Interconnecting the Electronics Equipment to other networks or equipment.** The Electronics Equipment shall not be wired or wirelessly interconnected to any external equipment, networks or other facilities without the written approval of DTMB.

**H. Security.** The Electronics Equipment shall be installed in a secure location limiting access to only personnel approved by the Member. The Member shall limit its activity to the normal use and maintenance of the Electronics Equipment and immediately associated Network equipment. The Member does not have permission to access any other parts of the MPSCS network, databases or other systems integrated into the MPSCS. The passwords provided for the operation of the Electronics Equipment shall remain secured within the Member's agency. 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.

**I. Member's Radios.** Member is responsible for maintenance of the Member's Radios. The Member will use its Best Efforts to maintain its users' equipment to MPSCS and manufacturer specifications. Member shall encourage all Chippewa County users to submit written MPSCS system Radio Trouble Reports to the person or persons coordinating radio communications within Chippewa County on forms provided by DTMB. Member shall investigate and to the extent feasible, provide solutions in response to its users Radio Trouble Reports. Member shall periodically report to DTMB on the status and disposition of its users Radio Trouble Reports. In the event, Member determines that the Radio Trouble Report is related to the MPSCS and not the Member's users Radios; it shall immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.

**J. NCC.** Member shall use the NCC as its single point of contact regarding the operation of the MPSCS. Member shall use the NCC to monitor the integrated infrastructure connectivity.

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

**L. Chippewa County Equipment and Resources.** The Member will purchase or lease and provide the following major equipment, facilities and services as part of this Integration Agreement:

- Sugar Island property for Tower and Shelter placement,
- Fencing and all site improvements including required permits,
- 160' Self Supporting tower constructed with R56 grounding,
- Three 800 MHz Antennas with feedlines, installed & tested,
- Tower Top Amplifier & Receiver Distribution Amplifier, installed and tested,
- Emergency Generator, automatic transfer switch, LP tank and fuel installed and tested,
- -48vdc Eltek Power Plant,
- Moscad Alarm and Control SDM3000,
- Network Router with encryption,
- Two Site Controllers (redundancy),

- Two Site Ethernet Network switches (redundancy),
- Relocation of existing MPSCS shelter,
- Nortel & Router programming,

**M. Chippewa County Co-Location Equipment at Site 9304.** Prior to co-locating equipment at Chippewa County Site 9304, the Member must provide technical details to MPSCS defining the equipment, locations, installation methods, tower analysis (if applicable) and vendors for review and written approval by the MPSCS.

**8. DTMB'S RESPONSIBILITIES.**

**A. Communications Equipment Maintenance.** DTMB agrees to monitor the Multicast Site for normal operations. DTMB shall notify the Member, through the Chippewa County '911 Director or Member's designated person, of any Communications Equipment scheduled or emergency service requirement effecting Systems' Grade of Service.

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

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

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

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

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

**G. MPSCS Provided Equipment and Resources.** The MPSCS will provide the following major equipment or facilities and services as part of this Integration Agreement:

- Shelter
- Six 800 MHz GTR Base Stations
- Two 800 MHz Transmit Combiners
- Lightning Protection
- Two Onyx Inverters (redundancy)
- PTP microwave for Sites 9301 and 9304
- Surge Protection
- Multicast Site implementation service
- Moscad programming.

**H. MPSCS Co-Location Equipment at Site 9304.** Prior to co-locating equipment at Chippewa County Site 9304, the MPSCS must provide technical details to the member defining the equipment, locations, installation methods, tower analysis (if applicable) and vendors for review and written approval by the Member.

**9. NONDISCRIMINATION.**

In the performance of this Agreement, Member agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or physical or mental disability. Member further agrees that every subcontract entered into for the performance of this Agreement will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of this Agreement.

10. UNFAIR LABOR PRACTICES.

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

11. TERMINATION.

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

B. Best Efforts. In the event of termination each party shall have the obligation to use its Best Efforts to reasonably assist the other party to separate the Systems into independent systems during the 30 month notice period, but shall have no obligation to pay any costs, fees, compensation or damages of any kind to the other party resulting from the termination.

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

12. NOTICES.

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

To: Member

Chippewa County  
Emergency Services  
4657 W. Industrial Park Dr.  
Kincheloe, MI 49788  
Attn: '911 Director

To: DTMB

MPSCS  
4000 Collins Road  
P.O. Box 30631  
Lansing, MI 48909-8131  
Attn: Director MPSCS

13. FORCE MAJEURE.

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

14. **GOVERNING LAW.**

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

15. **AMENDMENTS.**

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

16. **NO WAIVER OF DEFAULT.**

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

17. **ENTIRE AGREEMENT AND ORDER OF PRIORITY.**

The Integration Agreement and MPSCS Member Subscriber Agreement (together the "Agreements"), represent the entire agreement between the Parties and supersede all proposals, prior agreements (oral or written), and all other communications between the Parties relating to matters covered in the Agreements. The Agreements shall be read to be consistent with one another. However, if there is a conflict between the terms of the Agreements the terms of the Integration Agreement shall take precedence over the terms of the MPSCS Member Subscriber Agreement.

18. **EFFECTIVE DATE.**

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

19. **HEADINGS.**

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

20. **SEVERANCE.**

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

21. AGREEMENT NEGOTIATION.

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

22. COUNTERPARTS.

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

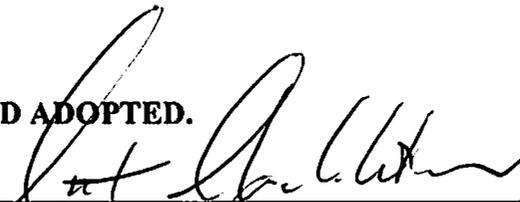
The duly authorized representatives of the Parties approved and executed this Agreement on the date below each signature.

A VOTE WAS TAKEN AS FOLLOWS

AYES: Scott Shackleton, Don McLean, Jim Martin, Conor Egan and Rudy Johnson

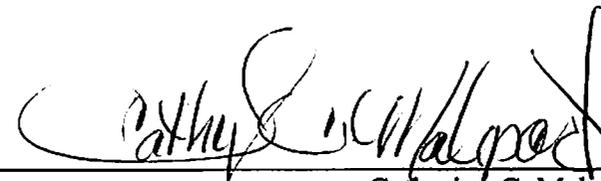
NAYS: None

RESOLUTION DECLARED ADOPTED.

  
 \_\_\_\_\_  
 Scott Shackleton, Chairman, Chippewa County Board of Commissioners  
  
 \_\_\_\_\_  
 Catherine C. Maleport, County Clerk

STATE OF MICHIGAN     )  
   ) ss.  
 COUNTY OF CHIPPEWA    )

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the County Board of Commissioners of Chippewa County at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

  
 \_\_\_\_\_  
 Catherine C. Maleport, County Clerk