



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993

macombcountymi.gov/boardofcommissioners

OCTOBER 14, 2010

NOTICE OF MEETING

There will be a meeting of the **BOARD OF COMMISSIONERS** on Thursday, October 21, 2010, at **7 p.m.**, on the 9th Floor of the County Administration Building, in the Commissioners' Board Room, Mount Clemens.

(Invocation this month is by Commissioner Michael Boyle)

TENTATIVE AGENDA

1. COMMITTEE REPORTS:

- a) Technology & Communications, October 12 (attached)
- b) Buildings, Roads & Public Works, October 12 (attached)

2. RESOLUTIONS:

- a) Full Faith and Credit Resolution for Richmond Columbus Intercounty Drain (offered by Board Chair, recommended by Buildings, Roads & Public Works Committee on 10-12-10) (attached)

3. Items Waived by Public Safety & Corrections Committee Chair:

- a) 2010 Community Orientated Policing Services (COPS) Grant Award (attached)
- b) Motorola Contract – MCC 7500 Dispatch Console Upgrade (attached)

4. Items Waived by Education & Training Committee Chair:

- a) Accept Funds to Expand 4-H Youth Mentor Program (attached)
- b) Accept Funds to Continue Childcare Provider Education in Macomb County (attached)

5. Request to Purchase Previous Service Time (attached)

In addition to the agenda items listed, committee reports are also anticipated from the following committee meetings: Senior Services and Public Services, October 15; Personnel and Budget, October 20 and Finance, October 21.

Any other matters that require Full Board consideration and the reports listed above will be attached to your official Full Board agenda.

Corinne Bedard
Committee Reporter

MACOMB COUNTY BOARD OF COMMISSIONERS

Paul Gielegem
District 19
Chairman

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

Andrey Duzjy - District 1

Marvin E. Sauger - District 2

Phillip A. DiMaria - District 3

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Susan L. Doherty - District 5

Sue Rocca - District 7

David Flynn - District 8

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James L. Carabelli - District 12

Don Brown - District 13

Brian Brdak - District 14

Keith Rengert - District 15

Carey Torrice - District 16

Ed Bruley - District 17

Dana Camphous-Peterson - District 18

Irene M. Kepler - District 21

Frank Accavitti Jr. - District 22

William A. Crouchman - District 23

Michael A. Boyle - District 24

Kathy D. Vosburg - District 25

Jeffery S. Sprys - District 26



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OCTOBER 12, 2010

TO: BOARD OF COMMISSIONERS

**FROM: FRANK ACCAVITTI, JR., CHAIR
TECHNOLOGY AND COMMUNICATIONS COMMITTEE**

**RE: RECOMMENDATION FROM TECHNOLOGY AND COMMUNICATIONS COMMITTEE
MEETING OF OCTOBER 12, 2010**

At a meeting of the Technology and Communications Committee, held Tuesday, October 12, 2010, the following recommendation was made and is being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DUZYJ, SUPPORTED BY SPRYS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AWARD THE CIRCUIT COURT E-FILING RFP BID #09-10 TO THE VISTA SOLUTIONS GROUP AT A COST NOT TO EXCEED \$261,150.22; FUNDING IS PROVIDED FROM THE CAPITAL IMPROVEMENT – INTEGRATED COURT SYSTEM FUND. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR ACCAVITTI, SUPPORTED BY VICE CHAIR BOYLE.

MACOMB COUNTY BOARD OF COMMISSIONERS

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Susan L. Doherty - District 5

Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
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Keith Rengert - District 15
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Sergeant-At-Arms

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Frank Accavitti Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Award the Circuit Court E-filing RFP bid #09-10 to the Vista Solutions Group at a cost not to exceed \$261,150.22; funding is provided from the Capital Improvement – Integrated Court System Fund.

INTRODUCED BY: Commissioner Frank Accavitti, Jr., Chair, Technology and Communications Committee

COMMITTEE/MEETING DATE

TAC Committee Oct 12, 2010

Approved
Full Board 10-21-10



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October 12, 2010

TO: BOARD OF COMMISSIONERS

FROM: ANDREY DUZYJ, CHAIR
BUILDINGS, ROADS AND PUBLIC WORKS COMMITTEE

RE: RECOMMENDATION FROM BUILDINGS, ROADS AND PUBLIC
WORKS COMMITTEE MEETING OF OCTOBER 12, 2010

At a meeting of the Buildings, Roads and Public Works Committee, held Tuesday, October 12, 2010, the following recommendation was made and is being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY KEPLER, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE PAYMENT OF THE FOLLOWING INVOICE:

JAIL KITCHEN RENOVATION	BRAUN CONSTRUCTION GROUP	\$316,116.10
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FURTHER, FUNDS ARE AVAILABLE IN THE CAPITAL BUDGET.

THE MOTION CARRIED.

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR DUZYJ, SUPPORTED BY VICE-CHAIR CARABELLI.

MACOMB COUNTY BOARD OF COMMISSIONERS

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David Flynn - District 8
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Ken Lampar - District 10
Ed Saczenanski - District 11

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Sergeant-At-Arms

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Irene M. Kepler - District 21
Frank Accavini Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Snow - District 26

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve the invoice submitted by Braun Construction Group in the amount of \$316,116.10

for services performed for the Jail Kitchen Renovation Project.

Funds for this Project are available in the Capital Budget.

INTRODUCED BY: Commissioner Andrey Duzyj, Chair

Buildings, Roads & Public Works

COMMITTEE/MEETING DATE

Buildings, Roads & Public Works: 10/12/10

Full Board 10-21-10

RECYCLABLE PAPER

RESOLUTION NO. _____

**RESOLUTION PLEDGING FULL FAITH AND CREDIT FOR THE PROMPT
REPAYMENT OF PRINCIPAL AND INTEREST ON THE RICHMOND COLUMBUS
INTERCOUNTY DRAIN NOTES, 2010.**

Minutes of a regular meeting of the Board of Commissioners, Macomb County,
Michigan, held on the ____ day of October, 2010, at _____ o'clock, __.m., in the
_____, Mount Clemens, Michigan.

The meeting was called to order by Chairperson _____.

Present: Commissioners _____

Absent: Commissioners _____

The following preamble and resolution were offered by Commissioner _____
and supported by Commissioner _____.

WHEREAS, proceedings have been taken by the Drainage Board for the Richmond
Columbus Intercounty Drain for improvements to the Richmond Columbus Intercounty Drain
("the Project") under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the
"Drain Code"), pursuant to a petition filed with the St. Clair County Drain Commissioner.

WHEREAS, in order to pay for part of the costs of the Project, the Drainage Board has
provided for and authorized the issuance by the Richmond Columbus Intercounty Drain
Drainage District (the "Drainage District"), of a note or notes designated as RICHMOND
COLUMBUS INTERCOUNTY DRAIN NOTES, 2010 (the "Notes") in the aggregate principal

amount not to exceed Five Hundred Ninety-one Thousand Dollars (\$591,000.00), to bear interest at a rate or rates to be hereafter determined but, in any event, not exceeding six percent (6%) per annum, in anticipation of an equal amount of special assessments against property and public corporations (including the County of Macomb) in the Counties of Macomb and St. Clair in the Drainage District, said special assessments having been duly confirmed as provided in the Drain Code; and

WHEREAS, \$150,949.56 of the cost of the Project to be financed by the Notes has been apportioned by the Drainage Board to Macomb County; and

WHEREAS, the Project is necessary to protect and preserve the public health and it is in the best interest of the County that the Notes be sold; and

WHEREAS, the Drainage Board deems it advisable and necessary to obtain from this Board a resolution consenting to the pledge of the full faith and credit of the County of Macomb on the Notes to the extent of special assessments assessed against property and public corporations in the County; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACOMB:

1. That pursuant to the authorizations contained in Act 40, Public Acts of Michigan, 1956, as amended, the Board of Commissioners of the County of Macomb, by a majority vote of its members elect, does hereby irrevocably pledge the full faith and credit of the County of Macomb for the prompt payment of principal and interest on the RICHMOND COLUMBUS INTERCOUNTY DRAIN NOTES, 2010, to the extent of special assessments against property and public corporations in the County, and does agree that in the event that property owners or

public corporations in the County shall fail or neglect to account to the County Treasurer of Macomb County for the amount of any special assessment installment and interest (in anticipation of which the Notes are issued) when due, then the amount thereof shall immediately be advanced from County funds and the County Treasurer is directed to immediately advance such payment to the extent necessary.

2. That in the event that, pursuant to said pledge of full faith and credit, the County of Macomb advances out of County funds, all or any part of the principal of and interest due on the Notes, it shall be the duty of the County Treasurer, for and on behalf of the County of Macomb, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. That the issuance and sale of the Notes is subject to permission being granted therefor by the Department of Treasury of the State of Michigan or an approval being granted by the Department of Treasury, and the County Treasurer is hereby authorized to file an application for approval of the issue with the Michigan Department of Treasury, Municipal Finance Division, if necessary.

4. That all resolutions and part of resolutions, insofar as the same may be in conflict with the provisions of this resolution, be and the same are hereby rescinded.

Ayes: Commissioners _____

Nayes: Commissioners _____

Absent: Commissioners _____

Resolution declared adopted.

Clerk, County Board of Commissioners
Macomb County, Michigan

STATE OF MICHIGAN)
COUNTY OF MACOMB)

I, _____, Clerk of the County of Macomb, do hereby certify that the foregoing is a true and complete copy of Resolution No. _____ adopted by the Macomb County Board of Commissioners at a regular meeting held on the 21st day of October, 2010, the original of which is on file in my office.

I further certify that notice of the meeting was given pursuant to and in compliance with Act No. 267, Michigan Public Acts of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal of the County of Macomb this 21st day of October, 2010.

County Clerk

By: _____

RECYCLABLE PAPER

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Accept and enter into the 2010 Community Orientated Policing Services (COPS) Grant with the U.S. Department of Justice in the amount of \$500,000.00. There is no local match. * (see below)

INTRODUCED BY: Commissioner Phillip DiMaria, Chairman, Public Safety & Corrections Committee

See attached report.

* PSC Committee Chair DiMaria waived this item to the October 21, 2010 Full Board meeting.

COMMITTEE/MEETING DATE

Full Board 10-21-10*



EMERGENCY MANAGEMENT & COMMUNICATIONS


21930 Dunham Road
Mount Clemens, Michigan 48043
Emergency Management: 586-469-5270 FAX 586-469-6439
Technical Services: 586-469-5370 FAX 586-783-0957

October 4, 2010

Victoria Wolber
Emergency Mgt.
Coordinator

Keith Bradshaw
Service Manager,
Technical Services

TO: Commissioner Phillip DiMaria, Chair
Public Safety & Corrections Committee

FROM: Vicki Wolber, Emergency Management Coordinator 
Macomb County Emergency Management & Communications

RE: **2010 Community Orientated Policing Services (COPS) Grant Award**

As you are aware, our office was fortunate enough to receive a federal appropriation for FY 2010 for \$500,000.00. The appropriation is from the Department of Justice in the form of a Community Orientated Policing Services (COPS) Grant. The grant application was approved by the Board of Commissioners at their June 24, 2010 meeting.

We are now in receipt of the corresponding grant award package. This award requires acceptance by the Board of Commissioners and the signature of the Board Chairman. Our award is for dispatch console equipment for a centralized dispatch facility. Please note that there is no local match required under this grant award.

With your concurrence, please place this agreement on the agenda for the October 13, 2010 Public Safety & Corrections Committee meeting for consideration. A **Contract Review** has been initiated on the agreement. If you have any questions, please contact me at 9-6390. Thank you.

/vw

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William A. Crouchman - District 23
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Karly D. Voeburg - District 25
Jeffery S. Sprys - District 26



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division
Law Enforcement Technology

1100 Vermont Avenue, NW
Washington, DC 20530

Memorandum

To: Sheriff Mark A. Hackel
Macomb County Sheriff's Department

From: Andrew A. Dorr, Assistant Director for Grants Administration
Lydia Nylander, Grant Program Specialist
Budget Prepared By: Lydia Nylander, Grant Program Specialist

Re: Law Enforcement Technology Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

OJP Vendor #: 386004868 ORI #: MJS0150 DUNS #: 026544713 Grant #: 2010CKWX0062

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Equipment	\$500,000.00	\$500,000.00	\$0.00	
Direct Costs:	\$500,000.00	\$500,000.00	\$0.00	
Grand Total	\$500,000.00	\$500,000.00	\$0.00	
Grand Total:	Federal Share:	\$ 500,000.00		
	Applicant Share:	\$ 0.00		

Cleared Date: 8/6/2010

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the three-year grant period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of \$100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of \$550 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant



U. S. Department of Justice
 Community Oriented Policing Services
 Grants Administration Division
 Law Enforcement Technology

Treasury Account Symbol (TAS) 15X0406

Grant #: 2010CWX006

ORI #: MI50150

Applicant Organization's Legal Name: Macomb County Sheriff's Department

CJP Vendor #: 386007868

DUNS#: 026544715

Law Enforcement Executive: Sheriff Mark A. Hacke

Address: 43565 Elizabeth Road

City, State, Zip Code: Mt. Clemens, MI 48843

Telephone: (586) 307-9358

Fax: (586) 307-9622

Government Executive: Chairperson Paul Gieleschen

Address: One South Main Street

5th Floor

City, State, Zip Code: Mt. Clemens, MI 48843

Telephone: (586) 659-5123

Fax:

Award Start Date: 12/16/2009

Award End Date: 12/15/2012

Award Amount: \$ 500,000.00

Bernard Melekiar
 Director

AUG 8 2010

Date

By signing this Award Document, the grantee agrees to abide by all 20 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the Authority to Accept this Grant Award

MARK A. HACKE, Sheriff 9/14/10

Typed Name and Title of Law Enforcement Official

Date

Signature of Government Official with the Authority to Accept this Grant Award

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
 96460

U.S. Department of Justice
Office of Community Oriented Policing Services
2010 Technology Program Grant Terms and Conditions

By signing the Award Document to accept this Technology Program grant, your agency agrees to abide by the following grant conditions:

1. The grantee agrees to comply with the terms and conditions in the 2010 COPS Technology Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the COPS Technology Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its Technology Program application.
3. The funding under this project is for the payment of approved costs for the continued development of technologies and automated systems to assist state, local, and tribal law enforcement agencies in investigating, responding to, and preventing crime. The allowable costs for which your agency's grant has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award package.

The Financial Clearance Memorandum specifies the costs that your agency is allowed to fund with your Technology grant. It also describes any costs which have been disallowed after review of your proposed budget. **Your agency may not use Technology grant funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

4. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Technology Program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000 et seq. (FAR 31.2, Cost Principles for Governmental Organizations), as applicable.
5. When procuring information-sharing services, hardware, software, or other equipment, the grantee agrees to procure and implement those items in accordance with the applicable standards outlined in the terms and conditions of the Grant Owner's Manual.
6. State, local, and tribal governments must use Technology Program grant funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA)-funds that are already committed or otherwise would have been committed for grant purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, grantees may not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.
7. Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. **Extension requests must be received prior to the end date of the award. Any extension requests received after an award has expired will be approved only under very limited circumstances.**
8. Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its Technology Program award. Grant modifications under the Technology Program are evaluated on a case-by-case basis. All modification requests involving the purchase of new budget items must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
9. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Technology Program. The grantee agrees to cooperate with the monitors and evaluators.
10. To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.
11. Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Technology grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.
12. All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
13. Grantees using Technology Program funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed and submitted with its grant application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.
14. Grantees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.
15. The grantee agrees to submit one copy of all reports and proposed publications resulting from this grant 20 days prior to public release. Any publications (including written, software, visual, or sound, but excluding press releases, newsletters, and issue analyses), whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Grant # _____, awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues."
16. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
17. To facilitate communication among local and state governmental agencies regarding various information technology projects, the grantee agrees to notify the appropriate State Information Technology Point of Contact of the receipt of this grant award. For a list of State Information Technology Points of Contact, visit <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

U.S. Department of Justice
Office of Community Oriented Policing Services
2010 Technology Program Grant Terms and Conditions

18. The grantee agrees to comply with 28 C.F.R. Part 61 (Procedures for Implementing the National Environmental Policy Act).
19. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
20. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Accept and enter into a contract with Motorola for eight (8) MCC 7500 IP Dispatch Consoles and related equipment for the Sheriff's Office Dispatch in the amount of \$693,976.00. Funding is available in the 800 MHz Capital Improvement Budget and the 2008 Homeland Security Grant Program Budget. * (see below)

INTRODUCED BY: Commissioner Phillip DiMaria, Chairman, Public Safety & Corrections Committee

See attached report.

** PSC Committee Chair DiMaria waived this item to the October 21, 2010 Full Board meeting.*

COMMITTEE/MEETING DATE

Full Board 10-21-10 *



EMERGENCY MANAGEMENT & COMMUNICATIONS


21930 Dunham Road
Mount Clemens, Michigan 48043
Emergency Management: 586-469-5270 FAX 586-469-6439
Technical Services: 586-469-5370 FAX 586-783-0957

October 4, 2010

Victoria Wolber
Emergency Mgt.
Coordinator

Keith Bradshaw
Service Manager,
Technical Services

TO: Commissioner Phillip DiMaria, Chair
Public Safety & Corrections Committee

FROM: Vicki Wolber, Emergency Management Coordinator 
Macomb County Emergency Management & Communications

RE: **Motorola Contract – MCC 7500 Dispatch Console Upgrade**

The State of Michigan is currently in the process of upgrading their statewide 800 MHz radio system or the Michigan Public Safety Communications System (MPSCS). Macomb County and all of our local jurisdictions and related public safety entities are a part of this system. The Macomb County Sheriff's Office Dispatch Center serves as our county's main entry point with the State system and therefore significant upgrades and changes need to take place at dispatch as part of this statewide upgrade. The State is covering the portion of the local upgrades that are necessitated in order to accommodate the State's system wide initiative.

However, due to this upgrade and changing technology the current CENTRACOM Gold Elite Dispatch Consoles that are located in the Sheriff's Dispatch will become obsolete in the next few years and will need to be replaced. Recognizing this situation Motorola has created an upgrade package for those affected departments and agencies across the State. By replacing our equipment now, in conjunction with the statewide upgrade and the other same purchases that are being made across the State, the county can realize significant savings and have the most up to date technology available.

The cost to the county for the upgrade/replacement of our current eight dispatch console positions to the MCC 7550 IP Dispatch Consoles is \$693,976.00. Funding for this project is available in the 800 MHz Capital Budget and the 2008 Homeland Security Grant Program Budget. This item has been discussed with both the Sheriff's Office and the Finance Department and they are supportive of the proposal and use of funding.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
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Ed Bruley - District 17
Dana Camphous-Peterson - District 18
Irene M. Kepler - District 21
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District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

With your concurrence, please place this contract on the agenda for the October 13, 2010 Public Safety & Corrections Committee meeting for consideration. A ***Contract Review*** has been initiated on the contract. If you have any questions, please contact me at 9-6390. Thank you.

/vw



Section 1. Introduction

One of the more difficult aspects of running any business operation is keeping up with the aging and obsolescence of equipment. Being a governmental operation, this situation is even more challenging because usually by the time you become aware of an end-of-life date you are already behind the typical planning cycle required to fund and execute the replacement of the equipment.

The Michigan Motorola project team has become aware of some very important dates that will affect your dispatch operations as it relates to your CENTRACOM Gold Elite Dispatch Consoles. While working with Motorola System Planning on the next upgrade to the MPSCS, we have become aware that your CENTRACOM Gold Elite Console will not be able to be expanded in 2013 and will reach end of product support life in 2015.

While those product end-of-life dates may seem to be out there in the future, that time will be here before we know it. It is important that Motorola effectively communicates this information to you.

1.1 MPSCS Upgrade

The State of Michigan has approved, and purchased, the upgrade of the MPSCS to the latest Motorola product release, which brings additional user capacity, and cyber security to the MPSCS. This upgrade affects many parts of the statewide system including replacement of various system components. One of the components that must be replaced to accommodate the new version of the system software is the CPU used by the CENTRACOM Gold Elite.

As with any infrastructure upgrade, the MPSCS is absorbing the cost of the CPU replacement (equipment and services) at your dispatch center. As part of the overall project plan, your CENTRACOM Gold Elite operator position CPUs and associated software will be replaced as part of the MPSCS upgrade. The initial CPU replacement will occur in 2011 and a final software load will be completed in 2012 as the upgrade is completed with the system operating on the ASTRO 7.11 software release.

1.2 The Opportunity

The end-of-life for the CENTRACOM Gold Elite Dispatch Console is in the not too distant future. Yet as part of the MPSCS upgrade, the CENTRACOM Gold Elite operator position CPU and software will be replaced. All this hardware and work effort is being paid for by the MPSCS. This CPU replacement can be the foundation if used to implement a new MCC 7500 IP Dispatch Console along with the MPSCS upgrade.

By implementing the MCC 7500 IP Dispatch Console along with the MPSCS upgrade, you gain the benefits of the not having to purchase the CPU for the MCC 7500 operator position and are able to reduce your implementation cost at the same time.

This proposal is for the replacement of your aging CENTRACOM Gold Elite dispatch console equipment. Motorola has identified the cost savings represented by the State's purchase of the system upgrade and offers you the opportunity to coordinate the replacement of your Gold Elite console to take advantage of the equipment and services already purchased with the MPSCS upgrade.

1.3 The MCC 7500

The MCC 7500 IP Dispatch Console is Motorola's next generation IP-based product. The CENTRACOM Gold Elite products that have been in production of the last 20 years and use what is by today's standards outdated technology. The MCC 7500 IP-based architecture takes advantage of today's technology using computer technology and components.

Details of the features of the MCC 7500 product are provided in the enclosed system description. Some features of the MCC 7500 worth noting are:

- ◆ **Less Backroom Equipment** – the Central Electronics Bank (CEB) and its cards and power supplies are eliminated and replaced by routers and interfaces. This configuration requires significantly less space than the Gold Elite CEB. This configuration also uses less electricity and generates less heat reducing the load on your HVAC system.
- ◆ **Access to more talkgroups** – the Gold Elite was limited to the available syncs and sources it could support. The MCC 7500 allows access to a greater number of talkgroups.
- ◆ **More efficient ID usage** – The Gold Elite console encumbered one system ID for every talkgroup at every operator position using hundreds of system IDs at every dispatch location. The IP architecture of the MCC 7500 enables the entire console and associated operator positions to be just one ID on the network.
- ◆ **Trunked Audio Recording** – with the MCC 7500 you now can have true trunked audio recording. The Gold Elite Console was limited to the number of dedicated



backroom interfaces to record talkgroups on a one talkgroup per recording channel basis. The proposal includes the NICE Digital Logger which supports over 200 talkgroups and 30 simultaneous calls. The digital logger can be expanded to accommodate up to 120 simultaneous calls.

- ◆ **End to End Encryption** – with the MCC 7500 Console encrypted communications are encrypted from the operator to the radio in the field enhancing secure communications.
- ◆ These are just some of the features and benefits that the MCC 7500 IP Dispatch Console will bring to your operation. Please refer to the system description for more information on the MCC 7500.

1.4 Upgrade with the MPSCS

As we all know timing is always important and you have the unique opportunity to take advantage of the timing of the upgrade to the MPSCS and experience significant savings by upgrading to the MCC 7500 IP Dispatch Console. The Michigan Motorola team has worked with the MCC 7500 product group and business managers to offer you a special promotional offer to replace your gold elite console with additional price incentives.

This promotional offer includes state contract pricing, the savings of the MPSCS upgrade and product price incentives to offer you the best possible price. Motorola also realizes that funding is always a concern so to help with funding a Municipal Lease Purchase option is included to enable you to take advantage of this offer and not require any funds until your next budget year, as well as spread out the cost of the console over several years.

The time is right to do this upgrade to your dispatch center. You must take action by the end of October to take advantage of the MPSCS upgrade and capture your time slot in the overall project schedule, so don't delay. We hope you will be able to take advantage of this unique one time offer.





Section 2. System Description

2.1 Overview

The Macomb County Central Dispatch console technology enhancement project is comprised of three major areas:

1. **Motorola Dispatch Console Equipment** – This quotation is for a technology upgrade replacement of the eight existing Elite console positions at 2701 Macomb County Central Dispatch with eight new Motorola MCC7500+VPM IP-based Operator Positions, and replacement of the existing Central Electronics Bank with IP network hardware to support both trunking and conventional operations.
2. **Radio Dispatch Transaction Logging** – One digital archive interface server, one IP logging recorder system, and one playback workstation will be installed at the existing 2701 MCCD facility.
3. **Conventional Stations Network Reconfiguration** – Motorola will incorporate the existing MPSCS hackup control stations and the existing analog conventional stations onto the IP-based MPSCS network.

The MCCD replacement and upgrade has been designed to be minimally intrusive to the MPSCS radio network and to existing dispatch operations at the dispatch center. This equipment upgrade utilizes the new technologies of IP-based consoles and digital conversation logging, while remaining fully compatible with requirements for operation on the existing Michigan statewide network.

2.2 MPSCS Dispatch Console Equipment

Motorola offers Macomb County Central Dispatch a proposal to replace their Gold Elite consoles with the new IP Dispatch Console, MCC7500+VPM. The MCC7500+VPM is Motorola's second generation IP architecture console subsystem and is supported by the same IP network and switching that manages the ASTRO 25 trunked network. The MCC7500 console equipment connects directly to the trunking system's IP transport network, eliminating the traditional circuit-based Central Electronics Bank and Premisys TeNSr channel bank. It uses IP-based packet protocols for passing call control data and call audio through the system.

The MCC7500+VPM is a state-of-the-art console system that features the same intuitive, Graphical User Interface (GUI) as Motorola's CENTRACOM Gold Elite Console system. It operates on the Microsoft Windows Vista™ platform and will be migrated to Microsoft Windows 7™ in the future. The screen layout is simple and uses valuable space efficiently. Key information and critical functions are clearly identified with easy to understand icons. Dispatchers can quickly recognize these icons instead of reading text which maximizes productivity.

The radio console visual presentation is identical to the Elite system that Macomb County's dispatchers use today. Therefore dispatchers will not need retraining to effectively utilize the capabilities of the MCC7500+VPM console system. MCC7500 IP-based console equipment has already been installed at numerous locations around the MPSCS network including Chippewa, Shiawassee, and Saginaw Counties, the Michigan State Police Dispatch Centers in Detroit and Lansing, the DNR Law Enforcement dispatch center in downtown Lansing, and DNR Forestry fire response centers in Roscommon and Marquette.

A total of eight MCC7500+VPM operator positions are included in this package to replace the existing eight Elite consoles used by the dispatchers and supervisor.

2.2.1 Dispatch Console Overview

Macomb County's migration to MCC7500+VPM wireline consoles allows for full use of MPSCS console integrated elements including:

- ◆ Console Priority.
- ◆ Console Initiated Private Call and Call Alert.
- ◆ InterZone Communications (statewide).
 - ◆ Talk Group Call
 - ◆ Announcement Talk Groups
 - ◆ Private Call
 - ◆ Call Alert
 - ◆ Multi-Group Call
- ◆ Console Patch
- ◆ Console MultiSelect
- ◆ Integrated Dual Instant Recall Recorder (IRR)

Included with this upgrade is a new computer workstation for each operator position, new 19" LCD flat panel displays, mouse and keyboard. The new workstations will be equipped with Microsoft Vista operating system, required for integration into the MPSCS console network. The workstation will be provisioned with anti-virus and remote operation software packages to allow centralized network management and improved information security on the MPSCS statewide radio network.

The MCC7500+VPM console sub-system is tightly integrated to the ASTRO 25 digital voice system. The operator workstation will be linked with the zone master



site for call audio, identification of calling radios including emergency alerts, and configuration of the display screens. This architecture provides dispatchers the same ease of operation on trunked channels as they currently have for their existing trunked mobile and portable users.

2.3 Recording Solutions

This proposal includes the Motorola/Nice recording solution for IP-based trunked talkgroups, capable of recording forty (40) simultaneous trunked and conventional console audio conversations. The new logging system is comprised of the Archiving Interface Server (AIS) and NICE IP logging recorder, which provides digital logging for the console sites and IP-interfaced conventional stations. Because of operational certification, network security, and information assurance requirements, the NICElog IP Recorder is presently the only digital IP logging recorder that can be used on the MPSCS network. Motorola has selected NICE Systems to provide the recorder system on MCC7500 console systems using an Archiving Interface Server.

The package is comprised of the following equipment:

- ◆ Archiving Interface Server (AIS)
- ◆ NICE IP Digital Logging Recorder capable of recording forty (40) simultaneous conversations.
- ◆ Playback Workstation loaded with Nice Scenario Replay Software.

The logging system features include:

- ◆ ASTRO 25 archiving of up to forty (40) simultaneous radio conversations, both trunked and conventional resources. If necessary, recording capacity can be expanded, in increments of ten, up to a total of 120 simultaneous conversations. A maximum of 250 total identified talkgroup and conventional resources can be logged through each AIS and its paired NiceLog recorder.
- ◆ One recorder management position at MCCD 2701, including support for future audio playback stations at other locations. One recorder playback position is included at 2701 for use by dispatch center personnel and managers, offering synchronized playback of up to 10 simultaneous conversations. If you upgrade your present telephony logging recorder in the future, the playback station can integrate event playback from both the IP Logger and NiceLog Focus-3 or NPX telephony recorders.

2.4 Conventional Resource Network Interfaces

Dispatchers at MCCD presently have communications capability on analog conventional radio channels in addition to the MPSCS digital P25 trunked radio network. The existing MPSCS control stations will be reconnected into the IP



network via Conventional Channel GateWay (CCGW) units which translate between the analog audio control information and IP data packets.

There are four backup MPSCS trunked control stations and 6 conventional stations presently active on your consoles. The six conventional channels are Civil Defense, Macomb County Fire, Macomb Township Fire, Washington Township Fire, Richmond-Lenox, and Siren Control. Motorola will furnish an IP interface converter port connection for each of these stations so they can be accessed by the new IP-based consoles.

2.5 Future Migrations

In March 2011 the State of Michigan will complete an upgrade of their statewide radio network to a higher level Project 25 trunking software platform. This proposal has been specially configured to incorporate cost savings that arise from integrating your installation directly with the state's network upgrade activity at the same time.

Approximately eighteen months later the state will install additional enhancements to improve message security and operational features for radio users. Software upgrades will be required on the network interfaces and logging recorder at that time. This proposal includes pricing for the software needed to upgrade Macomb County Central Dispatch equipment to the next release. The inclusion of these costs for the next software upgrade ensures full compatibility of MCCD with the MPSCS statewide radio network during the next upgrade cycle and into the future.

When the state performs the next upgrade to the statewide radio network the interfaces for trunked control stations will be enhanced to provide MPSCS PTT and Emergency ID information on the MCC7500 operator displays, similar to those provided now on the front panel of the trunked control stations.





Section 6. Equipment Pricing and Payment Terms

6.1 Project Pricing

Pricing and services for this project are based on State Contract 071B9200262.

Pricing is as follows:

6.1.1 Equipment

Qty	Description	Price Each	Total
8	MCC7500 Dispatch Console Operator Position	\$36,994.00	\$295,952.00

Operator position equipment includes:

8	PC Upgrade Delta		
8	SW BASED DUAL IRR USB HASP, SOUND CARD & PC SPEAKERS FOR XP / VISTA		
8	MOTOROLA VOICE PROCESSOR MODULE		
8	MCC 7500 DISPATCH CONSOLE HIGH CAPACITY SOFTWARE LICENSE		
8	AC LINE CORD, NORTH AMERICAN		
16	MCC SERIES DESKTOP SPEAKER		
16	MCC SERIES HEADSET JACK		
8	MCC SERIES DESKTOP GOOSENECK MICROPHONE		
8	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP		
2	19" LCD, BLACK, NON-TOUCH		
8	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS		
8	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS		
1	SUPRAPLUS NC SINGLE MUFF HEADSET		
1	HDST MODULE BASE W/PTT, 25' CBL		
8	SYMANTEC ANTI VIRUS 10.2.1 CORP ED LIC & MEDIA SINGLE COPY		

Qty	Description	Price Each	Total
1	MCC7500 Dispatch Server and Switch	\$162,165.00	\$162,165.00

Equipment and software includes:

1	SEVEN AND A HALF FOOT RACK
1	POWER DIST. UNIT SURGE PROTECT
1	GCP 8000 SITE CONTROLLER
1	ADD: QTY (1) SITE CONTROLLER
1	ADD: RACK MOUNT HARDWARE
1	ADD: MCC 7500 CONVEN SITE OPER
1	10 BASE-T PLENUM CABLE 1000 FT
2	SNAP ON PLUG, RJ-45 PACK OF 10
1	GGM 8000 GATEWAY
1	ADD: AC POWER
1	ADD: ENCRYPTION
1	ADD: FIPS LEVEL 2
1	ADD: CONV CHAN GATEWAY
3	GGM 8000 GATEWAY
3	ADD: AC POWER
3	ADD: ENCRYPTION
3	ADD: FIPS LEVEL 2
3	ADD: CONV CHAN GATEWAY
1	2610-24 ETHERNET SWITCH
2	EIGHT WIRE PROTECTION MODULE WITH RJ-48 PASS THROUGH & MECH GRD CONN
1	GGM 8000 GATEWAY
1	ADD: AC POWER
1	ADD: ENCRYPTION
1	ADD: FIPS LEVEL 2
1	ADD: CONV CHAN GATEWAY
4	GGM 8000 GATEWAY
4	ADD: AC POWER
4	ADD: ENCRYPTION
4	ADD: FIPS LEVEL 2
4	ADD: CONV CHAN GATEWAY
1	2610-24 ETHERNET SWITCH

Qty	Description	Price Each	Total
1	Console Spares	\$10,758.00	\$10,758.00

Spare equipment includes

1	GGM 8000 GATEWAY
1	ADD: AC POWER
1	ADD: ENCRYPTION
1	ADD: FIPS LEVEL 2
1	ADD: CONV CHAN GATEWAY
1	2610-24 ETHERNET SWITCH
2	EIGHT WIRE PROTECTION MODULE WITH RJ-48 PASS THROUGH & MECH GRD CONN



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Qty	Description	Price Each	Total
1	Nice Digital Recording Solution	\$107,807.00	\$107,807.00

Nice Digital Recording Equipment includes

1	MCC7500 30 CALL IP RECORDER
1	MCC 7500 WORKSTATION PC VISTA
1	MOTOROLA VOICE PROCESSOR MODULE
1	MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	AC LINE CORD, NORTH AMERICAN
1	IP LOGGING RECORDER FOR USE ON 7.9 SYSTEMS
1	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	SERVSWITCH JR. 4-PORT
4	VGA/PS2/PS2 10FT ENHANCD CPU CABLE SRVSWTCH SERIES
4	19 INCH BLACK SHELF
2	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	VISTA PLAYBACK WORKSTATION W/ 17" LCD, KEYBOARD, & MOUSE
2	SOFTWARE INSTALL PER WORKSTATION
1	36 CHANNEL NICECALL FOCUS III BUNDLE
2	ADD:SW INSTALL PER WORKSTATION
1	ACTIVITY DETECTION
1	600 OHM IMPEDANCE ON ANALOG INPUTS
1	50K ON LINE HOURS + HOT SWAP RAID-1
1	MIX CONFIGURATION ENABLER
1	ANI / ALI APPLICATION
2	Converting 4 Analog Channels to Avaya Digital
1	MIX CONFIGURATION ENABLER
1	MEDIA LIBRARY PACKAGE PER SITE
1	VISTA PLAYBACK WORKSTATION W/ 17" LCD, KEYBOARD, & MOUSE
1	ADDL SCENARIO REPLAY LICENSE
4	SYMANTEC ANTI VIRUS 10.2.1 CORP ED LIC & MEDIA SINGLE COPY

Equipment Total	Total
Equipment Total	\$576,682.00



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Macomb County
 Upgrade with the MPSCS-MCC7500 Promotion
 September 27, 2010



Section 7. Communications System Agreement

Communications System Agreement is included on the pages that follow.

Communications System Agreement

Motorola, Inc. ("Motorola") and Macomb County enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
C-1	"System Description" dated September 27, 2010_
C-2	"Equipment List" dated September 27, 2010
C-3	"Statement of Work" dated September 27, 2010
C-4	"Acceptance Test Plan" or "ATP" dated September 27, 2010
C-5	"Performance Schedule" dated September 27, 2010
Exhibit D	Service Statement(s) of Work and "Service Terms and Conditions" (if applicable)
Exhibit E	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Administrative User Credentials" means an account that has total access over the operating system, files, and user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.13. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary

terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within twenty (20) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules,

payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$693,976.00. If applicable, a pricing summary is included with the Payment Schedule. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever

occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.**

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

11.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days

after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to

or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola

does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola, Inc.	Customer
Attn: _____	Attn: _____
_____	_____
fax: _____	fax: _____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's

FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM:

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Authorize MSU Extension 4H Program to accept \$1,000 per child mentored through the Michigan Prisoner Re-Entry Initiative/Macomb-St. Clair Workforce Development Board to expand the 4-H Youth Mentor Program from October 1, 2010 through September 30, 2011. A part-time program educator will be hired at no cost to the county.

INTRODUCED BY: David Flynn, Chairman
Education and Training Committee

This program provides one-on-one youth mentoring and life skills training to children of prisoners in Macomb County. The dollars will be used to provide administrative, operational and program support to Macomb MSU Extension for mentor program development and expansion. The program will operate at no cost to the county.

COMMITTEE MEETING DATE

~~Education and Training October 14, 2010~~ CANCELLED

Full Board 10-21-10 *

* WAIVED TO FULL BOARD

RESOLUTION NO.

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Authorize Macomb MSU Extension to receive \$15,000 from MSU Extension to continue support of the Childcare Provider Education Program in Macomb County from October 1, 2010, until funds are fully expended.

INTRODUCED BY: David Flynn, Chairman

Education and Training Committee

Macomb County MSU Extension offers a variety of early education and care programs funded through multiple sources that enhance the local communities and child care businesses in the County. The above funds are available until fully expended to supplement the existing full time Program Coordinator and to support program development.

This service will be provided at no cost to the County.

**WAIVED TO FULL BOARD*

COMMITTEE MEETING DATE

~~Education & Training Committee October 14, 2010~~ *CANCELLED*

*Full Board 10-21-10 **

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO approve the request by Darryl Webb to purchase 10 months of City of Grosse Pointe Woods prior governmental service time.

INTRODUCED BY: Paul Gielegem, Chairman

SEE ATTACHED MATERIAL

COMMITTEE/MEETING DATE

Full Board 10-21-10

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To: Board of Commissioners
From: Darryl Webb

09-22-10

I am requesting your approval to purchase Prior Government Service Time.
Please see attached paper work from the Macomb County Retirement
Commission. Thank you for your time with this issue.



Darryl Webb

This request has been reviewed and is in conformance with the Retirement
Ordinance requirements.

Date: 9/23/10

By: [Signature]



EMPLOYEE'S RETIREMENT SYSTEM

10 N. Main St., 12th Floor
Mt. Clemens, Michigan 48043
586-469-5250 Fax 586-469-5847

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George E. Brumbaugh, Jr.
Legal Advisor

TO: Darryl Webb
21354 Pine Cone Dr
Macomb, MI 48042

SUBJECT: Purchase of Prior Governmental Service Time

DATE: September 17, 2010

The Macomb County Board of Commissioners has adopted new policies regarding the purchase of prior government service. Based on your County service to date of 9 years, your purchase of other government time is limited to the lower of your time worked with the other governmental unit or 24 months. The cost of 10 months with the City of Grosse Pointe Woods is \$6,820 until December 31, 2010.

This letter does not constitute approval to purchase this time; it is only for your information as to cost.

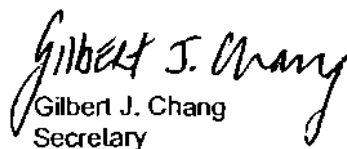
Should you wish to proceed with this purchase, you must apply to and receive permission from the Macomb County Board of Commissioners. The Board of Commissioners will determine your eligibility by an affirmative vote of not less than three-fifth of its members.

You are also advised that in the event your bargaining unit has the Annuity Withdrawal privilege on retirement, the purchase amount of the above time will not qualify. Annuity Withdrawal is available only for those sums contributed pursuant to the Macomb County Employees Retirement System retirement deductions.

Please note: The purchase of prior other governmental service is limited to a ratio of one year purchased for every four years of County service time to a maximum of 5 years based on 20 years of County service.

If you wish to request permission to purchase the above noted other government time please address a letter to the undersigned.

Respectfully,


Gilbert J. Chang
Secretary

GC/rg

cc: D. Fouly

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