

FINANCE COMMITTEE

4/25/2012

304 E Grand River, Suite 201, Howell, Michigan 48843

7:30 AM

AGENDA

1. **CALL MEETING TO ORDER**
 2. **ROLL CALL**
 3. **APPROVAL OF MINUTES**
Minutes Dated: April 4, 2012
 4. **TABLED ITEMS FROM PREVIOUS MEETINGS**
 5. **APPROVAL OF AGENDA**
 6. **REPORTS**
 7. **CALL TO THE PUBLIC**
 8. **RESOLUTIONS FOR CONSIDERATION:**
-
- 09 **Friend of the Court**
RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME CLERK POSITION IN THE FRIEND OF THE COURT OFFICE
-
- 10 **Central Dispatch**
RESOLUTION AUTHORIZING LIVINGSTON COUNTY TO ENTER INTO A TOWER SPACE LEASE AGREEMENT WITH SBA COMMUNICATIONS CORPORATION – PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS, 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT
-
- 11 **Jail**
RESOLUTION AUTHORIZING THE HIRING OF ONE VACANT CORRECTIONS OFFICER POSITION
-
- 12 **Jail**
FUNDING REQUEST FOR OUT-OF-COUNTY JAIL BEDS
-
- 13 **Jail**
FUNDING REQUEST (4) PART-TIME CLERKS
-
14. **MISCELLANEOUS CLAIMS**
Claims and Payables
 15. **COMPUTER PRINTOUT (attached)**
 16. **ADJOURNMENT**

MEETING MINUTES

LIVINGSTON COUNTY

APRIL 4, 2012 - 7:30 A.M.

ADMINISTRATION BUILDING - BOARD CHAMBERS
304 E. Grand River Avenue, Howell, MI 48843

FINANCE COMMITTEE

COMM. DENNIS DOLAN

COMM. DAVID DOMAS

COMM. JAY DRICK

COMM. CAROL GRIFFITH

COMM. MAGGIE JONES

COMM. JACK LA BELLE - FINANCE CHAIR

COMM. JIM MANTEY

COMM. RON VAN HOUTEN

COMM. STEVE WILLIAMS

OTHERS:
KEVIN WILKINSON
CINDY MENDOZA
TOM CREMONTE
DOUG BRITZ
DON ARBIC
JOHN EVANS
TED WESTMEIER

JEFF BOYD
ROBERTA BENNETT
JENNIFER NASH
ERIC SANBORN
JUDGE DAVID READER
CHRIS FOLTS
WM. SLEIGHT

DIANE GREGOR
MIKE KINASCHUK
JAMIE PALMER
CANDY ATKINS
MARGARET DUNLEAVY
DEBBIE WARDEN

1. **CALL TO ORDER:** Meeting called to order by **COMM. JACK LA BELLE** at 7:32 A.M.
2. **ROLL CALL.**
3. **APPROVAL OF MINUTES:** MINUTES OF MEETING DATED MARCH 14, 2012 AND CLOSED SESSION MEETING MINUTES DATED MARCH 14, 2012:

MOTION TO APPROVE THE MINUTES, AS PRESENTED.

MOVED BY: MANTEY / SECONDED BY: WILLIAMS

ALL IN FAVOR – MOTION PASSED

4. **TABLED ITEMS FROM PREVIOUS MEETINGS.** None.
5. **APPROVAL OF AGENDA:**

MOTION TO APPROVE THE CONSENT AGENDA, AS MODIFIED: REMOVE RESOLUTION #17 FROM CONSENT TO REGULAR AGENDA

MOVED BY: DOMAS / SECONDED BY: WILLIAMS

ALL IN FAVOR – MOTION PASSED

MOTION TO APPROVE THE REGULAR AGENDA, AS MODIFIED: ADD RESOLUTION #17 FROM CONSENT TO REGULAR AGENDA

MOVED BY: MANTEY / SECONDED BY: WILLIAMS

ALL IN FAVOR – MOTION PASSED

6. REPORTS:

- Maureen L. Donehue from Morgan Stanley Smith Barney gave a presentation to the committee regarding PA 20

MOTION TO THANK MS. DONEHUE FOR HER APPEARANCE AND REPORT

MOVED BY: WILLIAMS / SECONDED BY DRICK

ALL IN FAVOR – MOTION PASSED

7. CALL TO THE PUBLIC:

- Judge David Reader introduced the new Circuit Court Administrator John Evans
- Judge Reader informed the committee that the court employees union ratified their contract last night. Resolution to be forthcoming.

8. CONSENT AGENDA ITEMS.

RECOMMEND MOTION TO THE BOARD

MOVED BY: WILLIAMS / SECONDED BY: MANTEY

YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN

NAYS: NONE

MOTION: PASSED

9. RESOLUTIONS FOR CONSIDERATION:

- 10. CENTRAL DISPATCH: RESOLUTION AUTHORIZING THE PURCHASE OF FORENSIC COMPUTER EQUIPMENT AND UPGRADES FOR THE SHERIFF DEPARTMENT**

RECOMMEND MOTION TO THE BOARD

MOVED BY: WILLIAMS / SECONDED BY: MANTEY

YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN

NAYS: NONE

MOTION: PASSED

11. CENTRAL DISPATCH: RESOLUTION AUTHORIZING THE PURCHASE OF A SECURITY LOCK SYSTEM FOR COUNTY BUILDINGS

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

12. LETS: RESOLUTION OF INTENT TO AUTHORIZE L.E.T.S. TO APPLY FOR FEDERAL TRANSIT ADMINISTRATION (FTA) CAPITAL STATE OF GOOD REPAIR GRANT FOR THE REPLACEMENT OF SIX (6) BUSES AND TWO (2) SPARE BUSES

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

13. CAR POOL: RESOLUTION AUTHORIZING USE OF WRIGHT EXPRESS FLEET CARD PROGRAM

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

14. MI Works!: RESOLUTION APPROVING THE SIGNATURE OF THE CHAIRPERSON ON THE REEMPLOYMENT FOR EMERGENCY UNEMPLOYMENT COMPENSATION RECIPIENTS PROGRAM PLAN

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

15. **MI Works!:** RESOLUTION AUTHORIZING A RENEWAL OF A MONTH TO MONTH SUBLEASE BETWEEN THE STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET FOR THE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA) AND THE COUNTY OF LIVINGSTON FOR SPACE AT THE MI WORKS! - LIVINGSTON SERVICE CENTER LOCATED AT 1240 PACKARD DR., HOWELL, MI

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

16. **INFORMATION TECHNOLOGY:** RESOLUTION TO APPROVE A PURCHASE ORDER FOR A ONE-YEAR SERVICE/MAINTENANCE AGREEMENT ON THE COURT RECORDING SYSTEMS (JAVS) FOR THE LIVINGSTON COUNTY CIRCUIT, DISTRICT (IN HOWELL AND BRIGHTON), JUVENILE/PROBATE COURTS AND FRIEND OF THE COURT

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

17. **INFORMATION TECHNOLOGY:** RESOLUTION AUTHORIZING ISSUANCE OF A PURCHASE ORDER TO BRADSHAW CONSULTING SERVICES, INC. FOR MARVLIS SOFTWARE MAINTENANCE FOR THE LIVINGSTON COUNTY EMS DEPARTMENT FROM APRIL 26, 2012 THROUGH APRIL 26, 2013

RECOMMEND MOTION TO THE: BOARD
MOVED BY: MANTEY / SECONDED BY: JONES
NAY: DOMAS- MOTION PASSED

18. **INFORMATION TECHNOLOGY:** RESOLUTION AUTHORIZING THE PURCHASE ORDER FOR SOFTWARE MAINTENANCE FOR THE COUNTY OWNED PUBLIC SAFETY SOLUTION FOR ALL PUBLIC RELATED DEPARTMENTS: SHERIFF DEPARTMENT, POLICE, FIRE, EMS, CENTRAL DISPATCH AND INFORMATION TECHNOLOGY WITH SUNGARD PUBLIC SAFETY FOR 2012

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

19. INFORMATION TECHNOLOGY: RESOLUTION AUTHORIZING A CONTRACT FOR IT STRATEGIC PLAN SERVICES WITH LBL TECHNOLOGY PARTNERS

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

20. EMS: RESOLUTION AUTHORIZING THE PURCHASE OF EMS RADIO AND EMERGENCY EQUIPMENT FOR EMS EMERGENCY RESPONSE VEHICLE

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
YEAS: DOLAN DOMAS DRICK GRIFFITH JONES LABELLE MANTEY WILLIAMS VANHOUTEN
NAYS: NONE
MOTION: PASSED

21. ADMINISTRATION: RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH PLANTE & MORAN'S GOVERNMENT TECHNOLOGY CONSULTING TEAM TO PROVIDE PROJECT MANAGEMENT SERVICES FOR THE VENDOR SELECTION PHASE OF THE COUNTY ERP PROJECT

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
ALL IN FAVOR - MOTION PASSED

22. ADMINISTRATION: RESOLUTION AUTHORIZING THE ENDORSEMENT OF GREAT LAKES CAPITAL FUND SERVICES TO ADMINISTER AND MANAGE THE MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT LOCAL REVOLVING LOAN FUND FOR REGION 9

RECOMMEND MOTION TO THE BOARD
MOVED BY: GRIFFITH / SECONDED BY: WILLIAMS
ALL IN FAVOR - MOTION PASSED

23. CENTRAL DISPATCH: RESOLUTION AUTHORIZING OUT-OF-STATE TRAVEL FOR THE OSSI PUBLIC SAFETY SYSTEM ADMINISTRATION TEAM LEAD TO ATTEND THE 2012 ANNUAL SUGA EDUCATION CONFERENCE ON JUNE 3-7, 2012

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: DRICK
ALL IN FAVOR - MOTION PASSED

24. **SHERIFF:** RESOLUTION AUTHORIZING A CONTRACT FOR INMATE HEALTHCARE SERVICES FOR THE LIVINGSTON COUNTY JAIL

RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: DOMAS
ALL IN FAVOR - MOTION PASSED

25. **PUBLIC HEALTH:** RESOLUTION AUTHORIZING THE CREATION OF A SENIOR ACCOUNTANT POSITION AT THE DEPARTMENT OF PUBLIC HEALTH

RECOMMEND MOTION TO THE BOARD
MOVED BY: DRICK / SECONDED BY: WILLIAMS
ALL IN FAVOR - MOTION PASSED

26. **ANIMAL CONTROL:** RESOLUTION AMENDING RESOLUTION 2011-07-183 AUTHORIZING THE PERSONNEL REORGANIZATION IN ANIMAL CONTROL

RECOMMEND MOTION TO THE BOARD
MOVED BY: DOLAN / SECONDED BY: VANHOUTEN
ALL IN FAVOR - MOTION PASSED

27. **BUILDING SERVICES:** RESOLUTION AUTHORIZING THE EXCEPTION TO THE HIRING FREEZE POLICY

RECOMMEND MOTION TO THE BOARD
MOVED BY: DRICK / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED

28. **EMS:** RESOLUTION AUTHORIZING THE WRITE OFF OF BAD DEBT FOR THE YEAR 2008

RECOMMEND MOTION TO THE BOARD
MOVED BY: VANHOUTEN / SECONDED BY: MANTHEY
ALL IN FAVOR - MOTION PASSED

29. TREASURER: RESOLUTION AUTHORIZING THE LIVINGSTON COUNTY TREASURER TO ESTABLISH 2011 DELINQUENT TAX FUND

**RECOMMEND MOTION TO THE BOARD
MOVED BY: GRIFFITH / SECONDED BY: JONES
ALL IN FAVOR - MOTION PASSED**

30. CIRCUIT COURT: RESOLUTION APPROVING SIGNING OF A COURT JOINT INFORMATION TECHNOLOGY POLICY BY THE BOARD CHAIR

**RECOMMEND MOTION TO THE: IT COMMITTEE
MOVED BY: WILLIAMS / SECONDED BY: DRICK
ALL IN FAVOR - MOTION PASSED**

31. CIRCUIT COURT: RESOLUTION AUTHORIZING AN AGREEMENT WITH MR. LEROY C. GOUGH TO PROVIDE ATTORNEY SERVICES FOR ADULT DRUG COURT

**RECOMMEND MOTION TO THE BOARD
MOVED BY: DOLAN / SECONDED BY: DRICK
ALL IN FAVOR - MOTION PASSED**

32. CIRCUIT COURT: RESOLUTION AUTHORIZING OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2012 LOCAL AGREEMENT ON FUNDING CONTRIBUTION FOR BEHAVIORAL HEALTH MANAGED CARE SERVICES

**RECOMMEND MOTION TO THE BOARD
MOVED BY: JONES / SECONDED BY: WILLIAMS
ALL IN FAVOR - MOTION PASSED**

33. HUMAN RESOURCES: RESOLUTION TO AMEND THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN DEFINED BENEFIT RETIREMENT PLAN TO ADOPT THE ALTERNATIVE TRANSFER RULES EFFECTIVE MAY 1, 2012

**RECOMMEND MOTION TO THE BOARD
MOVED BY: MANTEY / SECONDED BY: VANHOUTEN
ALL IN FAVOR - MOTION PASSED**

- 34. HUMAN RESOURCES: RESOLUTION AMENDING RESOLUTION No. 2007-09-220 To ALLOW UNUSED SICK TIME TO BE PAID INTO A HEALTH CARE SAVINGS PLAN**

**RECOMMEND MOTION TO THE BOARD
MOVED BY: VANHOUTEN / SECONDED BY: WILLIAMS
ALL IN FAVOR - MOTION PASSED**

- 35. HUMAN RESOURCES: RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING REGARDING MOBILE INTENSIVE CARE UNIT EMPLOYEE COMPENSATION**

**RECOMMEND MOTION TO THE BOARD
MOVED BY: DRICK / SECONDED BY: WILLIAMS
ALL IN FAVOR - MOTION PASSED**

- 36. HUMAN RESOURCES: RESOLUTION TO AMEND THE GREAT WEST 457 DEFERRED COMPENSATION PLAN DOCUMENT AND ACCEPT THE SEPARATE ACCOUNT RIDER AND TO DESIGNATE A DEFAULT FUND**

**RECOMMEND MOTION TO THE BOARD
MOVED BY: WILLIAMS / SECONDED BY: VANHOUTEN
ALL IN FAVOR - MOTION PASSED**

- 37. ADMINISTRATION: RESOLUTION TO SUBMIT ESTIMATED 2013 BUDGET TO ALLOCATION BOARD**

**RECOMMEND MOTION TO THE BOARD
MOVED BY: JONES / SECONDED BY: MANTEY
ALL IN FAVOR - MOTION PASSED**

- 38. MISCELLANEOUS CLAIMS**

**MOTION TO APPROVE THE MISCELLANEOUS CLAIMS DATED APRIL 4, 2012.
MOVED BY: VANHOUTEN / SECONDED BY: JONES
ALL IN FAVOR - MOTION PASSED**

39. COMPUTER PRINTOUT

**MOTION TO APPROVE THE COMPUTER PRINTOUT
MOVED BY: MANTEY / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED**

40. REPORTS

Cindy Mendoza gave a presentation on the 2011 Financial Year Update

**MOTION TO THANK CINDY MENDOZA FOR HER WORK ON 2011 FINANCIAL YEAR UPDATE
MOVED BY: WILLIAMS / SECONDED BY: MANTEY
ALL IN FAVOR - MOTION PASSED**

41. ADJOURNMENT:

**MOTION TO ADJOURN AT 9:40 AM
MOVED BY: WILLIAMS / SECONDED BY: GRIFFITH
ALL IN FAVOR - MOTION PASSED**

**DEBBIE WARDEN
RECORDING SECRETARY**

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME CLERK POSITION
IN THE FRIEND OF THE COURT OFFICE - Friend of the Court**

WHEREAS, the Friend of the Court Office has a need to fill a vacant Clerk position; and

WHEREAS, this Clerk position was vacated by a current FOC employee, Stacey Beck, who applied and was selected for the vacant Caseworker position that was approved to be filled by this Board on March 19, 2012 under Resolution 2012-03-097.

WHEREAS, for purposes of continuity, the Friend of the Court Office would function more efficiently if the resolution to approve the filling of the vacant Clerk position were granted; and

WHEREAS, this position is responsible for child support enforcement and 66% of the employee cost is reimbursed through the Cooperative Reimbursement Program; and

WHEREAS, funding for same is available in the 2012 Friend of the Court Budget; and

WHEREAS, this Resolution has been recommended for approval by the Finance Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the filling of the vacant full time Clerk position in the Friend of the Court Office.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
FRIEND OF THE COURT

210 S. Highlander Way, Suite 3, Howell, MI 48843
Phone (517)546-0230 Fax (517)552-2312

Memorandum

To: Livingston County Board of Commissioners
From: Melissa A. Scharrer
Date: 04/18/2012
**Re: RESOLUTION APPROVING THE FILLING OF A VACANT FULL TIME CLERK
POSITION IN THE FRIEND OF THE COURT OFFICE**

Friend of the Court Clerk, Stacey Beck, applied and was selected for the Caseworker position that was vacated March 19, 2012 by Phyllis Hoffmeyer who retired. The Caseworker position was approved to be filled by this Board on March 19, 2012 under Resolution 2012-03-097. The filling of the Caseworker position will create a vacant Clerk position in the Friend of the Court Office on April 23, 2012 when Stacey Beck starts her new position as Caseworker.

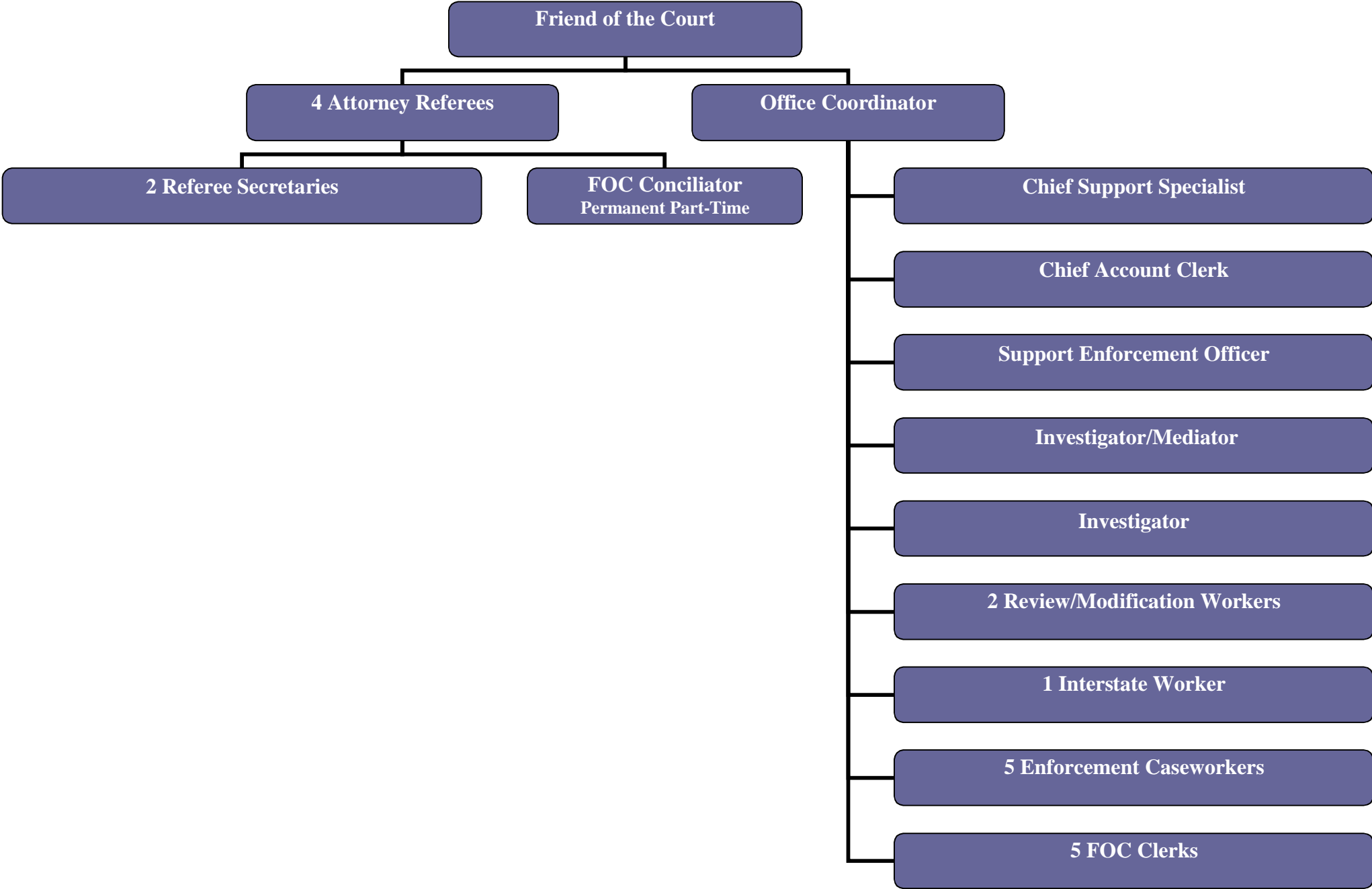
The position of Clerk is responsible for child support enforcement and 66% of salary and benefits is reimbursed through the Cooperative Reimbursement Program through the Michigan Department of Human Services and the Federal Office of Child Support. It is critical to the effective operation of the Friend of the Court and their mandated duties, in addition to the responsibilities to the children and families we serve, that this vacancy be filled.

An Exception to Hiring Freeze from accompanies this request. If you have any questions, please do not hesitate to contact me.

Thank you.

Friend of the Court Organization Chart

1-1-2011



REQUEST FOR EXCEPTION TO THE HIRING FREEZE

Request Submitted by: Melissa A. Scharrer, Friend of the Court

Title of Position to be Filled: FOC Clerk

Salary: \$27,757 - \$33,151

Annual Cost of Budgeted Position: \$45,307 – \$50,701. However, as this position is funded through the Cooperative Reimbursement Program (CRP) with the Office of Child Support, the annual cost would be 34% of the above range or \$15,404 - \$17,238.

Projected Cost for the next five years: Approximately, \$82,000

New Position/Classification (No)

If No: Name of Employee Last Occupying this Position: Stacey Beck

When did the position become vacant? 4/23/12

Has sufficient time been given to properly compensate for vacation and/or sick pay-offs to insure personnel expenses do not exceed the authorized budget?

Yes.

1. Briefly describe this position and why you believe that it is essential enough to warrant an exception to the overall Livingston County hiring freeze. Provide a copy of the job description.

The position of FOC Clerk assists Caseworkers and FOC staff in enforcing court orders in compliance with Michigan statutes, Michigan Court Rules, case law, and other requirements and directives from the Department of Human Services, Office of Child Support, and the State Court Administrative Office pertaining to child support, spousal support, medical support, and child care. This position is responsible to assist staff in collecting financial and other information which is used to prepare reports with recommendations regarding child support and other matters; assisting staff in monitoring cases for compliance with court orders; responding to inquiries via telephone and in person related to FOC issues and concerns.

- 2. Indicate if this is a mandated program/service by citing the act, rule, resolution, order, etc. that has necessitated this work. Also, if mandated, explain what effect this program/service has on current operations. If not mandated, outline the reason(s) for the department providing this task/work.**

Mandated pursuant to Michigan Compiled Laws (MCL): 400.236- 240; The Family Support Act, MCL 552.451- 459; The Friend of the Court Act, MCL 552.501- 528; The Support and Parenting Time Enforcement Act, MCL 552.601- 683; The Uniform Interstate Family Support Act, MCL 552.1101- 1901; Child Custody Act, MCL 772.21 et seq.; The United States Code of Federal Regulations (CFR); Title IV-D of the Social Security Act of 1976; The Michigan Court Rules (MCR) subchapter 3.200 particularly MCR 3.208- 3.221; State Court Administrative Office Memorandum; Department of Human Services IV-D Memorandum; and all other duties assigned by the Chief Circuit Court Judge.

- 3. Budgeted department head count for the past five years:**

Jan., 2007: 27 Jan., 2008: 25 Jan., 2009: 26 Jan., 2010: 26.5 Jan., 2011: 26.5

Please explain changes:

On October 1, 2007, when the State of Michigan eliminated funding for a Medical Clerk, the position was eliminated. In addition, we eliminated a File Clerk part-time position to save costs and restructured the duties among the FOC Clerks. In January 2009, we were granted funding for an additional Attorney Referee position.

- 4. Does the vacant position for which an exemption is being requested perform essential function(s) that cannot be performed with the existing staff resources within Livingston County? Identify all special skills, education and/or licensing requirements for the position.**

Yes, this position performs mandated duties as outlined in #2. Due to the security safeguards required by the Michigan Child Support Enforcement System (MiCSES), it would not be possible to assign other staff on a permanent basis to perform these essential functions.

5. Recognizing that all Elected Officials/Department Heads are expected to provide quality supervision and be creative problem solvers, how could the department reassign work and/or personnel to get all essential work of the department done without additional hiring?

While I am always seeking opportunities to make the FOC as effective and efficient as possible, I am reminded of the limitations imposed upon us by MiCSES in assigning roles and duties to particular positions for security purposes. For example, a front desk clerk who accepts a support payment is not allowed to have the authority to change an address in MiCSES. The regulations imposed by MiCSES limit the scope of cross training allowable.

6. Specifically list three reasonable options if your request to replace a position is denied.

In my opinion, I would not have any options that I could offer as “reasonable.” The reluctant “option” would be to reduce contact with clients and become more automated in responding to inquiries.

7. What are the consequences of deferring the vacant position over the next several months and beyond?

Reduced availability to clients will result in increased frustration level for parents. Incentive revenue likely will decline as we are not able to manage our cases as proficiently as before. Incentive revenue is based upon how well we perform our support enforcement functions. Generally, we receive about \$230,000 annually in incentive monies. This amount would be compromised with the loss of personnel.

8. What budget saving measures has this department implemented? Have additional measures been identified?

Since April 2007, we have operated without a part-time file clerk and re-distributed those duties. Since October 2007, we have operated without a 32 hour per week Medical Clerk and those duties, too, have been re-distributed. When the additional Attorney Referee was hired, no request was made for an additional Referee secretary due to budget realities. Currently, two secretaries serve four Attorney Referees and the Friend of the Court. These two secretaries serve are cross trained to operate the video equipment as well as scheduling and managing the FOC files for hearings. The Referees, Friend of the Court, as well as Custody Investigators all type their own work product.

In addition, the FOC is measured regarding their cost effectiveness. In other words, for every dollar spent, how much is collected in support. In Michigan, the average is for every dollar spent, \$5.98 is collected. For the Livingston County FOC, for every dollar spent, \$13.40 is collected.

9. What position or other costs would you be willing to drop to enable hiring – if that becomes necessary to obtain approval for hire?

The cost of this position is 34% of salary and benefits. We operate at a high cost effectiveness ratio and would not be able to perform at that level without adequate personnel.

10. Please provide additional information regarding the staff of this department (i.e. organizational charts, workflow chart, staff on leaves from work/job restrictions, employee training downtime, etc.) to determine the workforce available for accomplishing the necessary tasks/services.

See attached Organization Chart. Also, as stated earlier, limitations imposed by MiCSES, due to security safeguards, restrict workforce availability for performing mandated services.

11. Is the work required by statute to be performed at the County level or can it be shared with other Counties? With local governments?

Each County enters into a contract with the Michigan Department of Human Services to perform child support enforcement in accordance with State and Federal requirements. It is from this specific contract, that the 66% reimbursement to the County is realized.

12. Explain what services can be provided by others, private sector or non-profit?

Due to the requirements of the Cooperative Reimbursement contract, the answer is none. However, we are looking forward to being able to supplement services, such as supervised parenting time, through the Safe Havens Grant. In addition, we provide a divorce education program called SMILE that is done through all volunteers.

13. Are there other County employees with the skills and knowledge that can be transferred from another department thereby shifting the vacancy to another department where the position will not be filled?

Yes, that may be possible.

14. Has the use of temporary employees been evaluated to handle the work? Please provide explanation(s).

It is not possible to use part-time personnel to complete the work. The use of part-time personnel would not serve the public or our enforcement responsibilities well. In addition, as 66% of salary and benefits are reimbursed by the CRP contract, the savings received by hiring someone without benefits would be relatively small compared to the loss in training, continuity, and work productivity.

15. Has the use of part-time (less than 30 hours) employees been evaluated for feasibility and cost-effectiveness to accomplish the work? Please provide explanation(s).

Yes, as stated above in #14, I do not believe it would be feasible due to the long term nature of the position with families, nor do I believe it would be cost effective.

16. Has current staff been working overtime and, if so, how much is currently being worked or how much is planned to be worked per week (on the average)?

Yes, current staff works some overtime but, due to budgetary concerns, the majority of this time is in the form of compensatory time. However, the use of this process is a balancing act. As are most positions at the FOC, they are very stressful. When clients call or come to our lobby, it is because they have questions and are generally upset with something that has happened that they do not understand. FOC Clerks deal with volatile emotions on a regular basis and, in order to be effective, Clerks need to have a balance. To work overtime or compensatory time, on a regular basis, would not serve the Clerk, the clients, or our office well.

17. Has cross-trained staff been fully utilized to maximize the output of existing staff? Please provide explanation(s).

Subject to the limitations imposed by MiCSES because of security safeguards, all staff are cross trained to promote efficiency. For example, my Office Coordinator, Chief Support Specialist,

and Chief Account Clerk are cross trained in each position's duties. This allows for continuity in operations when there are sick, vacation, or training days. Similarly, the FOC Clerks are cross trained to assist the Referee secretaries. As much as possible, staff is cross trained to maximize efficiency.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING LIVINGSTON COUNTY TO ENTER INTO A TOWER SPACE LEASE AGREEMENT WITH SBA COMMUNICATIONS CORPORATION – PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS, 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT

- WHEREAS,** the Livingston County Board of Commissioners approved Resolution 2011-08-219 authorizing conversion of the fire service paging system to eight-site simulcast; and,
- WHEREAS,** a contract for construction was let to Motorola Solutions, Inc., under terms of the state of Michigan contract; and,
- WHEREAS,** it is the responsibility of the county’s project manager, 9-1-1 Director Donald Arbic, to secure the system’s towers; and
- WHEREAS,** system design to ensure adequate coverage requires a site in Green Oak Township; and,
- WHEREAS,** efforts to secure rights to place an equipment shelter on the private property at the base of the Livingston Community Water Authority tower in Green Oak failed; and,
- WHEREAS,** SBA Communications Corporations has space available at a public safety discount of \$975 per month on its Green Oak tower, this is the only space available allowing the project to be completed before the Federal Communications Commission’s December 30, 2012, narrowbanding deadline, tower lease is 9-1-1 surcharge eligible, and sufficient funds are available in the department’s budget for the remainder of the year.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners waives the competitive bidding process and authorizes the Chair of the Board of Commissioners to sign a lease agreement with SBA Communications Corporation for tower and shelter space in Green Oak Township subject to review and approval by County Civil Counsel.

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MOVED:
SECONDED:
CARRIED:

Licensee:

Date:

Address:

No.:

Exhibit 1
SITE LICENSE AGREEMENT

This Site License Agreement (“License”) is entered into between (**Licensee entity name**), a (**state of entity**) (**type of entity**) authorized to do business in the State of Michigan, (**address**) (“Licensee”), and (**SBA entity name**), (**state of entity**) (**type of entity**) authorized to do business in the State of Michigan, 5900 Broken Sound Parkway NW, Boca Raton, Florida 33487 (“Licensor”), pursuant to the terms of the Master Agreement and License Standard Terms and Conditions (the “Agreement”), entered into by the Licensor and Licensee, effective _____200__.

Licensor represents that it has the right to grant Licensee licenses to install wireless telecommunications equipment at the Site described below. Licensee desires to install wireless telecommunications equipment at the Site in accordance with the terms and conditions of the Agreement, this License and all other Exhibits to this License.

In consideration of the mutual premises, covenants and undertakings contained in the Agreement and this License, the parties agree to the following:

1. All definitions, terms and conditions contained in the Agreement between Licensor and Licensee, and all other Exhibits referenced in this License (collectively, the “Exhibits”), are hereby incorporated into this License by reference. All terms and definitions contained in this License that are site specific will take precedence over the Agreement.
2. In accordance with the terms and conditions of the Agreement, this License and the Exhibits, Licensee shall have the rights and obligations set forth below.

SECTION A

- 1. ***FIRST TERM:*** Ten (10) years from the Commencement Date
- 2. ***RENEWAL TERM:*** Two (2) Renewal Term(s) of five (5) years each beginning on the first day after the expiration of the First Term
- 3. ***COMMENCEMENT DATE:***
 - a. The earlier of installation of any Equipment or (insert date not to be more than 90 days out)

SECTION B

- 1. ***SITE FACILITY:***
 - (Name of Facility)
 - (Legal Description of Facility)
 - (Description of Site)

- 2. ***ACCESS TIMES:*** (Authorized access times)

- 3. ***ACCESS PROCEDURES:*** (Authorized access procedures -applicable to site – see attached)

SECTION C

- 1. **LICENSE FEE:** _____ Dollars
(\$_____) per year

- 2. **ELECTRIC FEE:** (To be determined)

- 3. **ESCALATION AMOUNT:** Three percent (3%)

- 4. **PAYMENT TERMS:**
 - a. Licensee shall pay the License Fee in twelve equal monthly installments payable within fifteen days of the Commencement Date and on or before the first day of each month thereafter. Licensee shall pay the Electric Fee, if applicable, each month with the License Fee.

 - b. At each anniversary of the Commencement Date, the Licensee Fee shall increase by the Escalation Amount.

SECTION D

***1. NOTICE
RECIPIENT:***

For Licensee:

For Licensor:

(entity name)
5900 Broken Sound Parkway NW
Boca Raton, FL 33487
Attn: Site Administration
RE: (Site ID / Site Name)

With payment to:

(entity name)
(payment address)
Attn: Accounts Receivable
RE: (Site ID / Site Name)

SECTION E

EQUIPMENT: Licensee shall install the following Equipment at the Site:

Antenna(s):

Quantity:

Type:

Manufacturer:

Model:

Dimensions:

Weight:

Mounting:

Base of the antenna: At approximately the _____' height level,

Centerline of the antenna: At approximately the _____' height level, and

Tip of the antenna: At approximately the _____' height level.

Orientation: _____° , _____° & _____°

Downtilt: _____°

Cable:

Number of Lines:

Type:

Size:

Dish:

Quantity

Manufacturer:

Model:

Dimensions:

Weight:

Mount:

At approximately _____' height level.

Orientation:

Cable/Type Mount:

GPS Receiver:

Quantity:

Manufacturer:

Model:

Dimensions:

Mount Location:

Cable/Mount:

Ground Space Requirements:

Tenant provided Shelter:

Dimensions:

Type Shelter:

Existing Shelter Space:

Dimensions Needed:

Transmitter:

Quantity:

Manufacturer:

Model:

Power Output (Watts):

Transmitter Cabinet:

Quantity:

Manufacturer:

Model:

Dimensions:

Weight:

Other Equipment:

Frequencies:

Transmit: MHz

Receive: MHz

ERP:

Transmitter Operating Power:

SECTION F

ADDITIONAL TERMS:

In addition to any terms listed above and/or contained in the Exhibits, the following terms shall apply to this License:

1. This License is granted pursuant to a separate Tower Construction License Agreement between the State of Michigan and Licensor, and this License shall be subject to termination if the Tower Construction License Agreement is terminated. Licensee shall not be an intended third party beneficiary of that Tower Construction License Agreement between the State and Licensor.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this License.

LICENSEE

Witness

(Licensee Name)

By: _____

Name: _____

Title: _____

This instrument was acknowledged before me in _____
County, _____ on _____, 200__, by
_____, the _____ of _____,
for the _____.

Notary Public

Notary Stamp or Seal:

LICENSOR

Witness

(SBA entity)

By: _____

Name: Jason Silberstein

Title: Vice President, Property Management

This instrument was acknowledged before me in Palm Beach County, Florida on _____, 200____, by Jason Silberstein the Vice President of Property Management for the corporation.

Notary Public

Notary Stamp or Seal:

EXHIBIT A
License Technical Standards

Licensee: (Licensee Name)
Address: (Licensee Address)

Date:

The following Site Technical Standards apply to each Site License Agreement (individually “License” and collectively “Licenses”) entered into on or after the date of this Exhibit A that Licensee has with Licensor with a unique identifying license number issued by Licensor to Licensee containing the business terms under which Licensee will have the right to install and operate telecommunications equipment at property owned or managed by Licensor.

THIS DOCUMENT DOES NOT GRANT ANY RIGHTS TO LICENSEE AND SHALL HAVE NO EFFECT EXCEPT DURING THE TERM OF A FULLY SIGNED LICENSE BETWEEN LICENSEE AND LICENSOR.

General

- 1) All installation crews must have in their possession an installation form issued to them by TSM prior to work beginning.
- 2) All installed equipment must comply with and be maintained to adhere to all current federal rules and regulations as well as all local codes.
- 3) All contractors and subcontractors must provide a valid certificate of insurance to the State Project Manager through the TSM prior to commencing any work.
- 4) All contractors and subcontractors must be knowledgeable and adhere to current RF safety practices.
- 5) All antenna installation crews must have had current RF safety training.
- 6) You must complete a TSM installation form and fax it back to TSM’s office at 517-622-8438 promptly upon completion of an installation.
- 7) All installations must be maintained in a neat and orderly manner.
- 8) Equipment room doors to equipment and antenna spaces shall be closed and locked at all times.
- 9) Access to equipment and antennas shall be by authorized personnel only, and only for purposes of installation, removal, service or maintenance.

- 10) The following will not be permitted at the Site without the written consent of Licensor:
- ◆ Any Equipment without FCC type acceptance.
 - ◆ Open rack mounted receivers and transmitters.
 - ◆ Relocation of equipment excluding equipment within the Licensee's shelter.

Radio Frequency Interference Protective Devices

Transmitters shall incorporate a minimum of a single stage isolator and a band pass filter.

Antennas and Mounts

- 1) Antennas must be mounted only on approved side arms or other specified mount
- 2) All mounting hardware must be hot dipped galvanized or non-corroding metal.
- 3) All antennas must be tagged with weatherproof labels showing manufacturer, model, frequency range, and owner.
- 4) Buildings: Coax cable grounding kits must be used near the antenna mount and prior to the point of entry of the radio room or exterior equipment cabinet. All installed grounding kits must be bonded to the building grounding system. All antenna mounts must be bonded to the building ground system by using a minimum of #2 AWG conductor.
- 5) Towers: Grounding kits must be used at or near the antenna mount, near the base of the tower and prior to the point of entry of the radio room or exterior equipment cabinet.
- 6) Antennas with corroded or oxidized elements must be repaired or replaced.
- 7) Unless otherwise authorized by TSM, all antennas must be enclosed in fiberglass radomes.
- 8) Mounting pipes should not extend above the top of antenna by more than 6 inches.
- 9) Any rusted, corroded or damaged hardware must be replaced.
- 10) All antennas and associated hardware must be removed upon the expiration or termination of the License.

Towers and Other Structures

- 1) Only contractors approved by Licensor shall do antenna installation or removal work.
- 2) No modifications may be made to the towers or structure beyond the plans approved by State Project Manager.

Cable

- 1) All antenna lines to be jacketed heliax or equivalent. Cable size must conform to agreement.
- 2) You may not use kinked or cracked cables.
- 3) All antenna cables must be secured to existing uni-strut or cable trays when provided, or per the structural analysis using metal clamps designed for 1-5/8", 1-1/4", 7/8" and 1/2" cable. No wire ties or nylon straps used on towers.
- 4) Where no troughs or cable trays exist, all cable must be secured at not less than 3' intervals.
- 5) All transmit interconnecting cables/jumpers must be solid copper outer conductor (1/2" superflex or equivalent), not to exceed 8' in length where practical.
- 6) All transmission lines must be grounded. (See Antennas/Mounts #4 & #5.)
- 7) Drip loops shall be incorporated in the runs to prevent water from trickling down the lines into the building.
- 8) No unused cables will be permitted. Unused cables must be removed.
- 9) All cables and associated hardware must be removed upon the expiration or termination of the License.

Connectors

- 1) Connectors must have Teflon inserts, UHF or N type, or DID 7/16" connectors, including chassis/bulkhead connectors.
- 2) Connectors must be properly fabricated (soldered if applicable) if field installed. Crimp connectors are not acceptable.

Receivers/Transmitters

- 1) All chassis shields must be in place.
- 2) Equipment must meet FCC type acceptance.
- 3) Equipment must be tagged with the Licensee's name, equipment model, serial number and operating frequency(ies).
- 4) All power amplifiers must be shielded.

5) A copy of Licensee's FCC license must be posted.

Cabinets

- 1) Cabinets must be grounded to ground system.
- 2) All doors must be on and closed.
- 3) All unused non-original holes larger than 1" must be covered with copper screen or solid metal plates or other appropriate enclose authorized, specified or suggested by the applicable manufacturer and approved by TSM.

In case any standard in this Exhibit A conflicts with any term in the License, the License shall apply.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this Exhibit B as incorporated by reference into a signed License.

Licensee: **(Licensee Name)**

Licensor: **(SBA entity)**

By: _____
(signature of individual duly authorized to sign)

By: _____
(signature of individual duly authorized to sign)

Title: _____

Title: _____

Date: _____

Date: _____

**MASTER AGREEMENT
AND
LICENSE STANDARD TERMS AND CONDITIONS**

This Master Agreement and License Standard Terms And Conditions (“Agreement”) effective _____, 20__ (the “Effective Date”) provides the following terms and conditions which shall apply to each Site License Agreement (individually “License” and collectively “Licenses”) entered into on or after the date of this Agreement between (Licensee Name), a (entity state and type), (Licensee address) (“Licensee”) and (SBA entity), a (entity state and type), 5900 Broken Sound Parkway NW, Boca Raton, Florida 33487 (“Licensor”).

Each License has a unique identifying License number issued by Licensor to Licensee containing the specific business terms under which Licensee will have the right to install, maintain, operate and remove wireless telecommunications equipment on the licensed Site, a sample form of the License is attached to this Agreement as Exhibit 1. The terms of this Agreement apply to the individual License, whether or not this Agreement is attached to the License.

**THIS DOCUMENT BY ITSELF DOES NOT GRANT ANY RIGHTS TO LICENSEE
AND SHALL HAVE NO EFFECT EXCEPT DURING THE TERM OF A
FULLY SIGNED LICENSE BETWEEN LICENSOR AND LICENSEE.**

1. DEFINITIONS

The terms used in the License and Exhibits have the following meanings:

A. Access Times: The times indicated in the License, except in the case of an emergency during which Licensee may have access to the Site.

B. Additional Terms: Any additional terms indicated in the License that shall apply to the License.

C. Casualty: A fire or other calamity that causes a partial or total destruction of the Site, Facility and/or Property.

D. Claims: Any claims, demands, causes of action, damages, costs and expenses, reasonable attorneys’ fees, judgments, and settlements.

E. Commencement Date: The date License Fees will begin to accrue, as indicated at the Site License.

F. Commercial Wireless Telecommunication Purposes: A purpose that is exclusively or predominantly private, rather than public or governmental, in nature. It includes cellular, personal communications services (PCS), paging or other similar commercial wireless telecommunications services provided to Licensee’s customers.

G. Contractor: An independent entity or person hired by Licensee to install the Equipment or perform any other work or service at the Site.

H. Days: Business days, Monday through Friday from 8:00 a.m. to 5:00 p.m., except for holidays observed by the State, or as otherwise specified in the License.

I. Electricity Fee: The fee indicated in the License, that Licensee shall pay to Licensor or a utility provider, for Licensee's use of electrical services at the Site.

J. Environmental Laws: The statutes referenced in Section 1.O., 1.Q and 1.R. and below, the Occupational Safety and Health Act, 29 USC 651 *et seq.*, the Hazardous Materials Transportation Act, 49 USC 5101 *et seq.*, any analogous applicable State statutes, and any regulations or rules promulgated under each of them, each as amended and in effect from time to time.

K. Equipment: The equipment described in Section E of the License, that Licensee owns, finances or leases, and has the right to install, maintain, operate and remove pursuant to the License and Exhibits. Equipment, includes without limitation, any Licensee antenna, foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and their structures.

L. Escalation Amount: The percentage amount indicated in the License by which the License Fee will increase on each anniversary of the Commencement Date of the License.

M. Exhibits: The exhibits attached to and made part of the License.

N. Facility: Any structure or space on the Property, including without limitation, any tower, shelter, building, cabinet, foundation, and fencing located on the Property that may be used for installation of wireless telecommunications Equipment.

O. Hazardous Condition: The release, or the threatened release, or the presence, use, treatment, storage or disposal of, any material or substance regulated as a hazardous, toxic or dangerous substance, pollutant or waste under federal, state, or local Environmental Laws, rules, or regulations. Hazardous Condition includes, but is not limited to, any activity causing, or condition involving the presence in soil, surface water or ground water, of: (i) any Hazardous Waste, Pollutant, or Hazardous Substance as defined in the Resource Conservation and Recovery Act, 42 USC 6901 *et seq.*, as amended (RCRA) and any rule or guideline promulgated thereunder; (ii) any Hazardous Substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.*, as amended, (CERCLA) and any rule or guideline promulgated thereunder; (iii) any toxic substance or hazardous chemical as defined in the Toxic Substances Control Act, 15 USC 2601 *et seq.*, as amended, and any rule or guideline promulgated thereunder; (iv) the discharge of any pollutant under the Federal Water Pollution Control Act, 33 USC 1251 *et seq.*, as amended, and any rule or guideline thereunder; (v) any petroleum or refined petroleum product, or other petroleum hydrocarbon; (vi) asbestos; (vii) polychlorinated biphenyls; (viii) any pollutant or hazardous air pollutant as defined under the Clean Air Act, 42 USC 7401 *et seq.*, as amended, and any rule or guideline promulgated thereunder; and (ix) any substance or waste regulated under any other applicable environmental law, including but not limited to the Michigan Natural Resource and Environmental Protection

Act, MCL 324.101 *et seq.*; (MNREPA), and the Michigan Public Health Code, MCL 333.1101 *et seq.* as amended and its promulgated rules or guidelines.

P. Hazardous Materials: Any material, waste, or substance defined as hazardous, toxic or dangerous in any applicable local, state or federal law, rule or regulation.

Q. Hazardous Substances and Pollutants: Hazardous substances as defined in CERCLA or amended regulations thereto and as defined in MNREPA: Pollutants as defined in the Federal Water Pollution Control Act, 33 USC 1251 *et seq.*, and any subsequent or amended regulations thereto.

R. Hazardous Wastes: Hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 USC 6901, *et seq.*, and any subsequent or amended regulation.

S. Initial Term: The initial period of time indicated in this Agreement during which this Agreement will have effect.

T. Installation Plans: The materials that Licensee must submit to Licensor prior to installing any of the Equipment, which will consist of: (i) final construction or installation plans for the Equipment; (ii) a schedule of construction or installation for the Equipment; (iii) the name of the Contractor that will fabricate and erect and/or install the Equipment; (iv) a copy of all insurance policies required under the License and as specified in this Agreement; and (v) a copy of all Permits required by law in connection with the installation and use of the Equipment.

U. Insurance Coverage: The amounts and types of insurance coverage indicated in the Agreement that Licensee and its Contractors must obtain.

V. Interference: As used in this Agreement interference means a material impairment of the quality of sound, pictures or data signals on any broadcasting activity or electronic equipment use as compared with that which would be obtained if no other broadcaster were using or had equipment on the Facility different than what existed or had been approved for installation on the date of the individual License. The existence of interference and procedures for preventing or eliminating it shall be in accordance with Sec. 8 of this Agreement and the rules and regulations of the FCC.

W. License: The Site License Agreement granting a License to install equipment at a site.

X. License Fee: The annual fee, as adjusted under the Escalation Amount, which Licensee shall pay for the use of the Site, including any holdover fees.

Y. License Renewal Term: The period or periods of time indicated in this Agreement during which the License will have effect after the expiration of the Term subject to the terms of Paragraph 3.C of this Agreement.

Z. License Term: The period of time during which the License will have effect including any valid Renewal Term. The Term of any existing License shall continue in

accordance with the terms of this Agreement and the License regardless of whether this Agreement is subsequently terminated.

AA. Notice Recipient: The names and/or titles and addresses of the persons representing one party indicated in the License to whom the other party should send all notices required under the License.

BB. Payment Terms: The payment terms indicated in the License under which Licensee will pay Licensor the License Fee and other fees due under the License.

CC. Property: The real property upon which the Facility is located owned by the Licensor.

DD. Removal Period: The period of time beginning on the first day following the expiration, cancellation or termination of the License and ending thirty (30) calendar days later.

EE. Renewal Term: Renewal Term shall have the meaning assigned to it in Paragraph 2B.

FF. Replacement Facility: A Facility constructed to replace an existing Facility and on which the Licensee Equipment may be reinstalled.

GG. Site: The physical area of the Facility described in the License, including access and utility easements, that the Licensee is authorized to use exclusively for Commercial Wireless Telecommunication Purposes pursuant to the License.

HH. State: The State of Michigan, including, but not limited to, its departments, agencies, sections, boards, commissions, officers, and employees and agents.

II. Technical Standards: The technical requirements, described in Exhibit A of the License, that Licensee must follow in connection with the installation, maintenance, operation and removal of the Equipment.

JJ. Tower Ready Notice: Written notice that a newly constructed Facility is ready for the installation of Licensee's Equipment.

2. TERM OF AGREEMENT

A. Initial Term - Ten (10) Years. This Agreement shall commence on the date it is executed by the Licensor and shall continue for ten (10) years thereafter. All provisions of this Agreement will continue to apply to all Licenses, including all Renewal Terms, signed while this Agreement was in effect.

B. Renewal Term. Upon mutual written agreement, prior to the expiration of this Agreement and provided neither party is in default hereunder, the parties may agree to renew the terms of this Agreement for an additional ten (10) year period.

3. GRANT OF LICENSE AND TERM

A. Grant. Licensor grants Licensee a non-exclusive right to install, maintain, operate and remove the Equipment. The License grant is for Commercial Wireless Telecommunication Purposes only. Licensee's operation on the Site must be in accordance with the generally accepted engineering practices. Licensee's operations on the Site must also be in accordance with the Technical Standards in Exhibit A, to the License, within the Access Times and in compliance with all reasonable Licensor guidelines and procedures provided in this Agreement, the License and the Exhibits to License.

B. License Term. The License is for a term of ten (10) years, beginning on the License's Commencement Date and ending on the tenth (10th) anniversary of the Commencement Date, unless terminated or cancelled sooner pursuant to the terms of this Agreement.

C. License Renewal Terms and Right To Renew. Provided that: (i) Licensee is not in default. (ii) the License has not expired, been canceled or terminated; and (iii) Licensee notifies Licensor at least six (6) months prior to the expiration of the current term of its intention to renew the License, Licensee shall have the right to renew the License under its then current terms and conditions for 2 additional terms of 5 years subject to the Escalation Amount increase.

D. No Holdover. Licensee shall have no right to hold over at the Site beyond the expiration, cancellation or termination of the License.

E. End of Term Removal Period. Within twenty (20) Days following the expiration, cancellation or termination of the License, the Licensee and the Licensee's financing companies shall: (i) remove the Equipment and any other Licensee property from the Site, except that Licensee shall not be required to remove any Equipment foundation more than three (3) feet below grade level; (ii) repair any damage to the Site caused by such removal; and (iii) restore the Site and/or Facility to its original condition reasonable wear and tear excepted. Should Licensee fail to commence to repair any damage to the Site and/or Facility or to restore the Site and/or Facility to its original condition, reasonable wear and tear excepted, within the stated period, Licensor may, at its option, have such repair and/or restoration performed, and Licensee shall reimburse Licensor for all related expenses incurred by Licensor.

F. Abandoned Equipment. Any Equipment, or other property of Licensee or Licensee's financing companies remaining on the Site after the expiration of the Removal Period shall be deemed to have been abandoned and may be disposed of as Licensor sees fit. Licensee shall reimburse Licensor for all expenses incurred by Licensor in removing, storing or disposing of abandoned property of Licensee or its financing companies.

G. No Interest in Real Property. The License does not confer, and shall not be deemed to confer, to Licensee any ownership or possessory interest in any Property owned by the State or under the jurisdiction of the Licensor, and Licensee agrees and warrants that it shall never make any claim of ownership interest.

4. LICENSEE FEES AND TAX OBLIGATION

A. License Fee. As compensation for the rights granted under the License, Licensee shall pay the License Fee in accordance with the payment terms in the License, payable in monthly installments of one-twelfth each, beginning within fifteen (15) days of the Commencement Date. The Escalation Amount of the License shall be specified in the License.

B. Electricity Fee. Licensee shall pay cost of its electricity consumption at the Site.

C. Payment. All License Fees and Electricity Fees due Licensor shall be paid in advance and shall be delivered to the Licensor within fifteen (15) days of the Commencement Date and on or before the first day of each month thereafter. In the event the Commencement Date is other than the first day of a month, the License Fee and electricity payments for the first and last months of the Term of the License shall be prorated. The date payment is received, not the date payment is mailed, shall be deemed the date payment is made. If a Casualty causes a partial destruction of the Facility and/or Site, the License Fee and Electricity Fee shall abate in proportion to the actual reduction or abatement of use of the Site for the period of time that Licensee cannot use the Site as a result of a Casualty.

D. Holdover Fee. If the Equipment or other Licensee's property remain at the Site beyond the Removal Period, then Licensee shall pay a daily holdover fee equal to two times the sum of the then-current monthly installment of the License Fee divided by thirty (30) plus the applicable Electricity Fee for each day that the Equipment or property remain at the Site beginning on the first day following the expiration, cancellation or termination of the License. Licensee shall pay the holdover fee on or before the first day of each month until such time that the Licensee's property is completely removed from the Site.

E. Storage Fee. If Licensee permanently ceases operating the Equipment and Licensee and/or Licensor are thereafter prevented by the operation of law from removing the Equipment from the Site, then Licensee shall pay Licensor a daily storage fee for the Equipment equal to the then-current monthly installment of the License Fee divided by thirty (30) for each day that the Equipment remains on the Site after Licensee has ceased operating the Equipment. Licensee shall pay such storage fee on or before the first day of each month until such time that the Equipment is removed from the Site.

F. Taxes. Licensee shall have the sole responsibility to pay any and all taxes, real or personal, levied on the Site, Equipment and its owners or users, in connection with its use of the Site and/or the installation, maintenance and operation of the Equipment pursuant to Michigan law, including, but not limited to: The Michigan General Property Tax Act, 1893 PA 206 (MCL 211.1, *et seq.*), Jeopardy Assessment of Personal Property Taxes Act, 1956 PA 55 (MCL 211.691, *et seq.*), Taxation of Lessees or Users of Tax-Exempt Property Act, 1953 PA 189 (MCL 211.181 and 182) and those taxes administered under the Revenue Act, 1941 PA 122 (MCL 205.1 *et seq.*).

5. SITE REQUIREMENTS.

A. Condition of Site. Licensee shall have the sole responsibility for determining the suitability of the Site for Licensee's intended telecommunications use. Licensor makes no

representation or warranty, either express or implied, to Licensee regarding the use, operation, safety, environmental condition, title or fitness for a particular purpose of the Site. Licensee's use of the Site shall be on an "AS IS" basis.

B. Access to Site. Licensee shall fully and strictly comply with all access procedures and requirements for the Site as specified in the Section B of the License. In the event of an emergency that threatens the continued operation of the Equipment, Licensee shall have immediate access to the Site after first notifying Licensor of such emergency access. If Licensee needs to access the Site outside of Licensor's normal business hours and Licensor incurs overtime cost as a result of providing the requested access, then Licensee, upon receipt of an invoice from Licensor, shall promptly reimburse Licensor for incurred overtime costs based on the rate specified in the License.

C. Property Damage. Licensee shall be responsible for promptly repairing any damage to the Facility, Site or any other State property, real or personal, that results from Licensee's activities under the License. Licensee shall repair any damage, to the reasonable satisfaction of the Licensor, within thirty (30) days after receiving written notice of damage from Licensor. In the event Licensee fails to timely and/or satisfactorily repair the damage Licensee may repair the damage, and Licensee shall promptly reimburse Licensor for all costs and expenses incurred by Licensor in performing the repair.

D. Prohibition on Encumbering the Property. Licensee shall not mortgage, pledge, or otherwise encumber the Property or the Site. Licensee shall not cause or allow the placement of any liens upon the Site or the Property. If any party files a mechanic's lien against the Site or the Property on account of any work or materials furnished to Licensee, then Licensee shall cause the discharge of such lien within ten (10) Days of notice of the lien by filing the required bonds or by satisfying the lien in full. If Licensee fails to discharge or satisfy the lien within the ten-day period, then Licensor shall have the option of removing or bonding such lien at Licensee's cost in addition to exercising any other rights and remedies Licensor may have under the License or law.

6. EQUIPMENT INSTALLATION.

A. Permits. Licensee shall be responsible for obtaining all permits, licenses and other approvals (collectively Permits) required by any municipal, county, state or federal governmental or regulatory body or agency, including a license issued by the Federal Communications Commission (FCC), for the installation and operation of the Equipment at the Site.

B. Installation Plans. Not later than ten (10) Days prior to any proposed construction or installation of Equipment on the Site, Licensee, at its sole cost, shall provide the Licensor three copies of the following information ("Installation Plans"), either in writing or electronic format, as specified by the Licensor, for review and approval by the Licensor, unless the Licensor waives this requirement in writing:

i. final construction or installation plans signed and sealed by a professional engineer licensed by the State of Michigan. The engineer shall certify that the plans meet Michigan standards:

ii. a schedule of construction or installation;

iii. the names of contractors and vendors who will supply and erect and/or install Equipment;

iv. the approximate construction and installation costs of the Equipment if required by Licensor; and

v. a copy of all Permits.

C. Licensor Approval. Licensee shall not install any Equipment until it has received Licensor's written approval of the Installation Plans, which approval Licensor shall not unreasonably withhold. The location where the Equipment shall be installed shall be determined by Licensor, with consideration of Licensee's needs and the requirements of Licensor and the Facility. The Equipment shall be installed in accordance with the technical standards specified in Exhibit A of the License and principles of good workmanship. Licensee shall notify Licensor at least five (5) Days prior to the commencement of installation of the Equipment. Licensee shall provide Licensor with final "As Built" drawings, within ten (10) days following completion of the construction or installation of the Equipment.

D. Modification. Licensee may perform after twenty-four hour notice maintenance and repairs to the installed equipment without the consent of Licensor. Licensee may make modifications, replacements or upgrades to the Equipment subject to the following restrictions: Any newly installed equipment may not substantially exceed the dimensions and specifications of the existing Equipment detailed in Exhibit E of the Site License. In no event shall Licensee add or modify any equipment for the addition of a operating frequency or to facilitate frequency sharing with a third party without prior written approval of Licensor. If Licensee makes any unauthorized modification or alteration to Licensor's Facility, Licensee shall pay Licensor all costs necessary to restore the Facility to its prior condition.

E. Licensor Access to Site. Licensor shall have access to the Site and the right to visually inspect the Equipment at all times. In the event of an emergency involving a substantial threat to the material operations of the Site (e.g. a fire at the Site), Licensor shall have the right to gain immediate access to any locked areas in the Site by any means necessary, to discontinue power to the Equipment immediately, and to perform all necessary measures to address the emergency situation. Licensor will have no obligation or liability to Licensee in connection with emergency measures performed in accordance with this subparagraph and Licensee shall release and hold harmless Licensor in connection with such emergency measures. Licensor shall restore power to the Equipment, if applicable, as soon as practicably possible upon the elimination of the emergency situation.

7. ELECTRICAL.

A. Installation of Licensor Electrical Service. As practical at the Site, and as required by the Licensor, Licensee will arrange for installation and metering of separate electrical service to their Equipment at the Site.

B. Use of Existing Circuits. If required by the Licensor, Licensee shall use the existing electrical circuits at the Site. In the event any increase in the electrical capacity or modification is required to operate the Equipment, Licensee shall, subject to the prior written consent of Licensor, perform such modifications at Licensee's sole cost and expense which consent shall not be unreasonably withheld. Any special site conditions for provision of electricity will be specified in the License.

B. Measurement of Electricity Consumed. Licensor shall have the right to require Licensee to have electrical current meters to measure the electricity consumed by the Equipment and Licensee shall have the sole responsibility for the cost of installing, maintaining, replacing or removing the meter. If Licensor does not require Licensee to install a meter, Licensor shall compute or meter the electrical consumption of the Equipment.

C. Costs of Electricity. Licensee shall pay the Electric Fee in accordance with Paragraph 4C of this Agreement.

D. Utility Service. Licensee shall not authorize a utility company to place a utility line on the Facility or Site. Only the State may authorize use of the Site for utility purposes. Any utility company shall obtain an easement or permit from the State prior to any installation, maintenance and/or repair, which consent shall not be unreasonably withheld, conditioned or delayed.

8. INTERFERENCE.

A. Representation by Licensee. Licensee represents and warrants that the Equipment will not: (i) cause Interference to the electronic equipment and/or television or radio reception of Licensor, pre-existing residents, tenants and other licensees of the Facility, Site and Property; (ii) cause Interference to communications equipment installed at the Site and Property by other telecommunication users prior to Licensee's installation; or (iii) create a nuisance at or upon the Site and Property. Licensee shall cooperate with Licensor to the extent reasonably necessary to determine the source of any Interference emanating from any systems operating at the Facility.

B. Interference By Licensee's Equipment. If the Equipment causes any Interference and such Interference cannot be eliminated within forty-eight (48) hours after receipt of notice from Licensor, Licensee shall discontinue use of the Equipment, except for intermittent operation for the purpose of testing following any remedial measures, until the Interference is eliminated. Notwithstanding the above, in the event Licensor reasonably determines that continued operation of the Equipment will cause Interference with the operation of any communication system or equipment used to protect public health, safety, and welfare, Licensee shall immediately discontinue operating its Equipment until such Interference is eliminated. Licensee authorizes Licensor to do so if Licensee is unable to immediately do so.

Licensee shall be responsible for all costs incurred to discontinue operation of the Equipment and shall promptly reimburse Licensor for all costs incurred by Licensor in disabling the Equipment.

C. Future Facility Users. Licensor represents that future agreements executed between Licensor and future telecommunications users of the Facility, shall include language substantially similar to the then-current Agreement.

9. RF EMISSIONS.

A. RF Compliance. Licensee shall be responsible for ensuring that the Equipment does not cause radio frequency (“RF”) emissions that are in excess of the safe limits established by applicable FCC regulations, including FCC Rule Section 1.1307 *et seq.* and related Office of Engineering & Technology (“OET”) Bulletin Number 65, and posting of appropriate warning signs (“RF Standards”). Before installing the Equipment, Licensee shall survey the existing RF environment at the Site, as required by the RF Standards, and shall provide Licensor with a copy of its certification that the Site shall be in compliance with the RF Standards. Within fifteen (15) days of any modification of Equipment, Licensee shall provide Licensor with further certification that its operation of the Equipment on the Site, together with its other sources of radio frequency emissions, remains in compliance with the RF Standards as the same may be amended from time to time. By installing the Equipment, Licensee shall be deemed to have represented to Licensor that the Equipment shall not itself violate, or, in conjunction with other RF sources located at the Site as of the Effective Installation Date cause to be violated, the RF Standards.

B. RF Compliance and Coordination. Licensee shall coordinate with other telecommunications users at the Site to the extent necessary to ensure compliance with the RF Standards. Licensee shall ensure that all of its employees and Contractors accessing the Site will have proper occupational training in the RF Standards, including, without limitation, training with regard to the risks of RF exposure and the means by which any risks may be minimized. Licensee shall maintain technical information supporting its compliance with the RF Standards, and shall make such information available to Licensor promptly upon Licensor’s request.

C. Evidence of Noncompliance. In the event that Licensee discovers any noncompliance with the RF Standards, Licensee shall notify Licensor immediately and describe the steps taken to immediately come into compliance. In addition, Licensee shall notify Licensor in the event that there are telecommunications users at the Site that fail to cooperate in addressing RF exposure issues. If Licensor notifies Licensee that it has determined that the Equipment is the source of or contributes to RF emissions in excess of the RF Standards, then Licensee shall take all necessary actions to immediately bring the Equipment and the Site into compliance with the RF Standards and to demonstrate such compliance to Licensor.

D. RF Studies. Licensor shall have the right to conduct RF studies at the Facility and Site to ensure compliance with the RF Standards by Licensee and other telecommunications user at the Facility and Site. In the event that Licensor disputes Licensee’s RF compliance reports, a mutually agreeable independent RF engineering firm, shall be retained to determine whether Licensee’s reports are accurate, the cost of which shall be borne by the non-prevailing party.

E. Access. In the event that Licensor, desires access to the Site for the purpose of performing maintenance or improvements on the Facility and/or Site, Licensee and Licensor

shall coordinate such work, including the provision of access to areas so as to minimize the exposure of Licensor's, employees or agents to RF emissions. Licensor shall provide Licensee with as much advance notice of such maintenance or improvement work as is reasonably possible. In the event that the RF Standards require, Licensee shall reduce the power output of the Equipment to facilitate the work. The Licensee shall notify the Licensor upon installation of the Equipment if RF Standards require reducing power output should maintenance or other activities near the Equipment be required. In the event of an emergency Licensee shall undertake any and all measures as may be necessary to facilitate access to the Facility and/or Site.

10. OWNERSHIP AND EQUIPMENT RESPONSIBILITY.

A. Ownership of Equipment. The Equipment shall be owned or leased by Licensee and remain the personal property of Licensee and shall not be considered fixtures or real property. Licensee shall mark all of the Equipment with weatherproof labels, tags or plates identifying Licensee as the owner and/or lessee of such Equipment. Licensee shall keep, operate and maintain the Equipment in a safe condition and in good repair. Licensor shall have no responsibility for the care and protection of the Equipment.

B. Licensee Third Party Financing: Licensor acknowledges that Licensee has entered into a financing arrangement, including promissory notes and financial and security agreements, for the financing of the Equipment (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Licensor (a) consents to the installation of the Collateral; (b) disclaims any interest in the Collateral, as fixtures or otherwise; and (c) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any fee, including, but not limited to License Fee or Electric Fee, due or to become due; and (d) that such Collateral may be removed at any time without recourse to legal proceedings subject to approved access procedures.

i. Licensor waives any lien rights it may have concerning the Equipment, which are deemed Licensee's personal property, and not fixtures, and Licensee has the right to remove the same at any time without Licensor's consent subject to access procedures and times provided in the License.

ii. Notwithstanding anything to the contrary in subsection i above, Licensee acknowledges and agrees that Licensor and the State shall maintain and may assert any and all rights, interest and remedies available for non-payment of taxes, under Michigan law, including but not limited to: The Michigan General Property Tax Act, 1893 PA 206 (MCL 211.1, *et seq.*), Jeopardy Assessment of Personal Property Taxes, 1956 PA 55 (MCL 211.691, *et seq.*), Taxation of Lessees or Users of Tax-exempt Property, 1953 PA 189 (MCL 211.181 and MCL 211.182); and the Revenue Act, 1941 PA 122 (MCL 205.1 *et seq.*).

iii. Licensee or its financing company shall provide Licensor with thirty (30) Days notice of its intention to remove the Equipment

iv. Licensee agrees that Licensor may grant to its financing company access to remove the Collateral without Licensor having to investigate or verify the financing company's

request to remove Collateral and assumes no responsibility to monitor or verify the Equipment removed from the Site.

v. The removal of Collateral by a financing company will not affect Licensee's indemnification obligations or monetary obligations to Licensor.

11. APPROVALS/COMPLIANCE WITH LAWS.

A. Government Approvals. Licensee, at its sole cost, shall be responsible for obtaining all permits, certificates and other approvals as may be required by governmental bodies for the installation, operation, use, maintenance and removal of the Equipment. Licensee shall provide two copies of such documentation to the Licensor. Licensor agrees to cooperate to the extent permitted by law with Licensee, at Licensee's expense, in making application for and obtaining all Licenses, permits, certificates and any and all other necessary approvals that may be required for Licensee's intended use of the Site.

B. Compliance with Laws. Licensee shall comply with generally accepted engineering practices and standards and all applicable laws, rules and regulations in connection with the use of the Site and the installation, operation and maintenance of the Equipment including, without limitation, all applicable zoning laws, regulations of the Michigan Bureau of Aeronautics, the Federal Aviation Administration (FAA), and FCC with respect to the Equipment.

C. Lighting. If installation of the Licensee's Equipment requires obstruction marking or lighting additional to, or different from, the existing marking or lighting at the Facility, then Licensee shall be responsible for the costs of bringing the Facility into compliance with lighting rules and guidelines. Licensor will have the responsibility of maintaining the Tower lighting compliance. In the event that Licensee's equipment requires lighting a Tower that previously required no lighting then Licensee will be responsible for monitoring the lighting and associated costs.

D. Compliance with Laws by Licensor. Licensor represents and warrants that as of the Commencement Date, the Site complies with all applicable laws, rules and regulations including, without limitation, all applicable zoning laws, regulations of the Michigan Bureau of Aeronautics, the Federal Aviation Administration (FAA), and FCC with respect to any equipment located at the Site other than Licensee's Equipment.

E. Authority of Licensor. Licensor hereby represents and warrants that (i) Licensor has the authority to enter into this Agreement and all Licenses which are made in connection herewith; and (ii) that rights granted by Licensor in connection with any License granted by Licensor for any Site in connection with this Agreement shall bind Licensor and the owner of the property upon which the Site is located during the term of any License or renewal thereof. Upon request from Licensee, Licensor shall furnish Licensee with evidence of any underlying agreement pursuant to which Licensor purports to have the right to grant Licensee a license for any Site.

12. INSPECTION AND SITE ACCESS.

A. Licensor shall have the right during any Term or Renewal Term, including any holdover period, to visually inspect the Equipment, without Licensee's prior notice or consent, to ensure that Licensee is fully complying with the License.

B. Licensor shall also have the right to inspect the Equipment and to evaluate and test for any Interference provided that neither Licensor shall be permitted to physically contact or alter the Equipment except when responding to an emergency situation. In such case, the Licensor will notify the Licensee as soon as possible.

C. Licensee acknowledges that Licensor has the right, without Licensee's prior notice or consent, to admit staff of the FCC or any other governmental agency to the Site for the purpose of inspection.

13. ENVIRONMENTAL.

A. **Compliance with Laws.** Licensee, at its sole expense, shall fully comply with all applicable federal, state, and local Environmental Laws, rules, regulations, and ordinances in connection with the License and Site.

B. **Notification to Licensor.** Licensee shall promptly notify Licensor in writing upon learning of any Hazardous Condition at the Site such that remediation may be required pursuant to any applicable laws, rules or regulations conditions and before disturbing such Hazardous Condition.

C. **No Hazardous Substances on Site.** Licensee shall not bring onto the Site any Hazardous Substance, Hazardous Waste, Pollutant, asbestos, polychlorinated biphenyls (PCBs), petroleum product, or other fuel without the prior written consent of Licensor, except as same is contained in any vehicle, cleaning product or back-up power unit or generator brought onto the Site in the pursuance of Licensee's rights under the License or in the ordinary course of business. Licensee shall not construct, or cause to be constructed, any type of underground storage tank system on the Site without obtaining the prior written approval of Licensor. Any underground storage tank system that is constructed at the Site shall meet all applicable State standards. Licensee shall be solely responsible for ensuring compliance of such underground storage tank systems constructed on the Site with all applicable Environmental Laws and for removing such systems at the Site.

D. **Remediation Responsibility.** Except as provided in subparagraph C above, in the event Licensee or any of its affiliates, agents, employees, or contractors introduces any Hazardous Condition to the Site directly or indirectly, Licensee shall be solely responsible for removing such introduced materials and for remediation of the Site.

E. **Survival of Paragraph.** This paragraph shall survive the expiration, cancellation or termination of the License and the Agreement.

14. INSURANCE.

A. Insurance Requirements. Licensee shall purchase and maintain insurance during all periods of occupancy on the Site, including any holdover period, as will protect against claims set forth below which may arise out of or result from its operations under the License, whether such operations be by Licensee or by any Licensee subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable ("Licensee Parties"). Licensee and Licensor agree to evaluate and to revise the Insurance coverage limits, in accordance with current standards of the insurance industry, but in no event shall any increase in coverage amounts exceed the increase, if any, to the Consumer Price Index-All Urban Consumers for the Detroit-Ann Arbor-Flint, Michigan area for all items (1982-1984=100) OR TEN (10) PERCENT WHICHEVER IS GREATER, to assure that Licensor's interests are properly protected, at the beginning of each Renewal Term.

i. Claims under workers' disability compensation, disability benefit and other similar employee benefit act. Licensee shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any Licensee Parties' employees that reside and are hired in Michigan; and with respect to any other Licensee Parties' employee protected by the workers' disability compensation law of any other state, Licensee shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.

ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of Licensee's employees.

iii. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Licensee employees, subject to limits of liability of not less than \$5,000,000 each occurrence and, when applicable \$5,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. Coverage may be layered to achieve these results, including any combination of general liability insurance and umbrella or other form of excess liability insurance.

iv. Claims for damages because of injury to or destruction of tangible property, including loss of use, subject to a limit of liability of not less than \$5,000,000 each occurrence and, when applicable \$5,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. Coverage may be layered to achieve these results, including any combination of general liability insurance and umbrella or other form of excess liability insurance.

v. The insurance required under this Paragraph shall be written for not less than the specified limits of liability or required by law, whichever is greater, and shall include contractual liability insurance as applicable to Licensee's indemnification obligations under the License .

B. Delivery of Insurance Certificates. Before starting any installation of Equipment under the License, Licensee shall furnish to the Licensor certificates of insurance verifying liability coverage, listing the State and the Licensor as additional insureds. All such certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) Days prior written notice has been given to Licensor, except for cancellation for

non-payment which shall be ten (10) Days. Licensee shall provide insurance from an insurance company licensed to do business in the State of Michigan and that has a *Standard and Poors* rating of A or better.

Insurance policies listing the State as an additional insured are required to contain the following language: “Any litigation activity on behalf of the State, as additional insured must be coordinated with the Department of Attorney General. In the event the insurer’s attorney is asked to represent the State, the insurer’s attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.”

If Licensee fails to pay any premium for required insurance, or if any insurer cancels or significantly reduces any required insurance without the Licensor’s written consent, at Licensor’s election (but without any obligation to do so) after Licensor has given Licensee at least thirty (30) Days written notice, Licensor may pay such premium or procure similar insurance coverage from another company or companies and Licensee shall pay the entire cost upon demand by the Licensor.

C. No Waiver of Indemnity. Licensee’s compliance with the insurance requirements will not relieve Licensee of its obligations under its indemnification or other obligations under the License.

15. INDEMNIFICATION.

A. General Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless the Licensor and the, State, and their successors and assigns from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys’ fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

i. any claim, demand, action, citation or legal proceeding against Licensor, the State, or any of their employees and agents arising out of or resulting from the performance of the duties, responsibilities, or any action or omission of the Licensee or any of its subcontractors under the License and Agreement;

ii. any claim, demand, action, citation or legal proceeding against Licensor, the State, or any of their employees and agents arising out of or resulting from a breach by Licensee of any representation or warranty made by Licensee in the License and Agreement;

iii. any claim, demand, action, citation or legal proceeding against Licensor, the State, or any of their employees and agents arising out of or related to occurrences that Licensee is required to insure against as provided for in the License and Agreement;

iv. any claim, demand, action, citation or legal proceeding against Licensor, the State, or any of their employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Licensee, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them

may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Licensor.

v. any claim, demand, action, citation or legal proceeding against Licensor, the State, or any of their employees and agents that results from any act or omission of Licensee or any of its subcontractors in its or their capacity as an employer of any person.

B. Environmental Indemnification by Licensee. Licensee shall indemnify and hold harmless the Licensor, the State, and their successors from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto, but only to the extent that any Hazardous Condition is caused by the activities of Licensee or by any contractor or subcontractor of Licensee including, but not limited to, the cost of defense, settlement, reasonable attorneys' fees, reasonable consultants' fees and reasonable experts' fees, which Licensor, State or any of those indemnified may suffer, incur, be responsible for, or pay as a result of including but not limited to:

i. any governmental action order, directive, administrative proceeding or ruling involving any Hazardous Condition caused by the activities of Licensee or by any contractor or subcontractor of Licensee;

ii. personal or bodily injuries including death or damage including loss of use of any property, public or private in connection with any Hazardous Condition that is caused by the activities of Licensee or by any contractor or subcontractor of Licensee; however, this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of Licensor or the State;

iii. cleanup, remediation, investigation or monitoring of any Hazardous Substance, Hazardous Waste, Pollutant, or other Hazardous Condition, or adverse effect upon human health or the environment, but only to the extent that such Hazardous Substance, Hazardous Waste, Pollutant or other Hazardous Condition is caused by the activities of Licensee or by any contractor or subcontractor of Licensee; or

iv. any violation or alleged violation of any law, statute, ordinance, order, rule or regulation of any governmental entity or agency, directly or indirectly caused by or arising out of any Hazardous Condition existing on or about the Site but only to the extent that such Hazardous Condition is caused by the activities of Licensee or by any contractor or subcontractor of Licensee.

C. General Indemnification by Licensor. Licensor shall indemnify, defend and hold harmless, the Licensee, and its successors and assigns from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

i. any claim, demand, action, citation or legal proceeding against Licensee, the State of Michigan, or any of their employees and agents arising out of or resulting from the performance of the duties, responsibilities, or any action or omission of the Licensor or any of its subcontractors under the License and Agreement;

ii. any claim, demand, action, citation or legal proceeding against Licensee, the State of Michigan, or any of their employees and agents arising out of or resulting from a breach by Licensor of any representation or warranty made by Licensor in the License and Agreement;

iii. any claim, demand, action, citation or legal proceeding against Licensor, the State of Michigan, or any of their employees and agents arising out of or related to occurrences that Licensor is required to insure against as provided for in the License and Agreement;

iv. any claim, demand, action, citation or legal proceeding against Licensee, the State of Michigan, or any of their employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Licensor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the Licensee.

v. any claim, demand, action, citation or legal proceeding against Licensee, State of Michigan, or any of their employees and agents that results from any act or omission of Licensee or any of its subcontractors in its or their capacity as an employer of any person.

D. Environmental Indemnification by Licensor. Licensor shall indemnify and hold harmless, the Licensee, and its successors from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto, but only to the extent that any Hazardous Condition is caused by the activities of Licensor by any contractor or subcontractor of Licensor including, but not limited to, the cost of defense, settlement, reasonable attorneys' fees, reasonable consultants' fees and reasonable experts' fees, which Licensee, or any of those indemnified may suffer, incur, be responsible for, or pay as a result of including but not limited to:

i. any governmental action order, directive, administrative proceeding or ruling involving any Hazardous Condition caused by the activities of Licensor or by any contractor or subcontractor of Licensor;

ii. personal or bodily injuries including death or damage including loss of use of any property, public or private in connection with any Hazardous Condition that is caused by the activities of Licensor or by any contractor or subcontractor of Licensor; however, this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused by the negligence or reckless or intentional wrongful conduct of Licensor;

iii. cleanup, remediation, investigation or monitoring of any Hazardous Substance, Hazardous Waste, Pollutant, or other Hazardous Condition, or adverse effect upon human health

or the environment, but only to the extent that such Hazardous Substance, Hazardous Waste, Pollutant or other Hazardous Condition is caused by the activities of Licensor or by any contractor or subcontractor of Licensor or

iv. any violation or alleged violation of any law, statute, ordinance, order, rule or regulation of any governmental entity or agency, directly or indirectly caused by or arising out of any Hazardous Condition existing on or about the Site but only to the extent that such Hazardous Condition is caused by the activities of Licensor or by any contractor or subcontractor of Licensor.

E. Litigation under Indemnity Provisions. Any litigation activity on behalf of the Licensor or State, pursuant to these indemnification provisions, must be coordinated with the Department of Attorney General. In the event Licensee's attorney represents the Licensor, the Licensee's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

F. No Limitation on Indemnification Obligation. In any and all claims against Licensor, or the State, by any employee of Licensee or any of Licensee's subcontractors, the indemnification obligation under the License shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Licensee or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in subparagraphs, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subparagraphs.

G. Survival of Paragraph. The indemnification obligations of Licensee and Licensor hereunder shall survive the expiration, cancellation or termination of the License.

16. CASUALTY.

In the event a Casualty causes a total destruction of the Facility and/or Site, the License shall automatically terminate as of the date of the Casualty. In the event of a Casualty causing damage to the Facility and/or Site is less than a total destruction of the Facility and/or Site, Licensee may terminate the License if the Facility/and or Site is not restored to a condition which permits for the operation of the Equipment on the Site within three months from the date of the Casualty. The License Fee shall abate for the period of time, that Licensee is unable to use the Site as a result of a Casualty.

17. CONDEMNATION.

If a governmental authority with the power of eminent domain condemns the Site, or any portion of the Site, the License shall terminate as of the date upon which Licensee is required to remove its Equipment from the Site.

18. NON-DISCRIMINATION.

In performing its obligations under the License, Licensee shall not discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or

privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Licensee further agrees that every subcontract entered into for the performance of the License will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 *et seq.*, and the Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended MCL 37.1101 *et seq.* Any breach of this paragraph shall constitute a material breach of the License.

19. UNFAIR LABOR PRACTICES.

The Licenser may void this Agreement, if the Licensee or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled by the Michigan Department of Consumer and Industry Services pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act). A violation of the discrimination covenants shall be regarded as a material breach of this Agreement.

20. DEFAULT.

Without limiting or prejudice to any other rights it may have in law, equity or otherwise, Licenser shall have the right to take action against Licensee for Licensee's failure to perform any obligation under the Agreement, License and/or the Exhibits or breach of any term or condition of the Agreement, License and/or the Exhibits ("Default"). Licenser shall determine, in its sole discretion, the action it will take for a Default by Licensee. Such action may include, without limitation, one or more of the following actions: withholding approvals, and/or termination of the applicable License as provided below. The occurrence of any of the following events shall constitute an event of default by Licensee:

- i. the failure of Licensee to pay, when due, any License Fee or any other amounts owed Licenser ("Monetary Default.")
- ii. the failure of Licensee to comply with any other provisions of the Licenses ("Non-Monetary Default.").
- iii. if Licensee is not otherwise in default Sixty (60) days after the appointment of a receiver or receivers or trustee or trustees to take over and conduct the business of Licensee whether in receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said Sixty (60) days.

21. TERMINATION FOR DEFAULT.

A. Termination. The License may be terminated as follows:

- i. immediately, by Licenser, upon Licensee's failure to make full payment of any amount owed Licenser within fifteen (15) Days of Licensee's receipt of written notice declaring Licensee to be in Monetary Default;

ii. immediately, by the non-defaulting party, in the event of a Non-Monetary Default which the party in default has failed to cure within twenty (20) Days of receipt of written notice declaring the Non-Monetary Default.

iii. immediately, by either party, if Licensee is unable to eliminate any Interference caused by its Equipment within a period of twenty (20) Days following Licensee's receipt of notice of the existence of the Interference in accordance with the terms of Paragraph 8 of this Agreement;

iv. immediately, by Licensor, in the event any Equipment is determined to be the source of RF emissions in excess of the RF Standards and Licensee has failed to minimize such RF emissions to an acceptable degree within the earlier of twenty (20) Days following receipt of notice or the time limit established by the FCC;

v. immediately, by Licensee, in the event of Interference to the Equipment caused by the equipment of any other party, whether on the Site or elsewhere, which is not minimized to an acceptable degree within twenty (20) Days following Licensor's receipt of notice from Licensee of the existence of the Interference;

vi. by Licensee, upon ten (10) Days notice to Licensor, in the event the transmission or reception paths to the Equipment are interfered with or obstructed by other equipment or systems serving the Site or by buildings or other structures which are constructed in the surrounding area after the date of the License;

vii. immediately, by Licensee, if Licensor does not consent to any increase and/or modification of the existing electrical circuits at the Site as set forth in Paragraph 7.B of this Agreement within thirty (30) Days of the date Licensor receives Licensee's request to perform the electrical modification;

viii. by Licensee, upon ten (10) Days notice, in the event any license, permit or other governmental approval required for the installation or operation of the Equipment is withheld, revoked or withdrawn, other than as a result of Licensee's acts or negligence; or

ix. immediately, by Licensor, upon ten (10) Days notice, if Licensee violates the License's nondiscrimination or unfair labor practices requirement.

B. Extension of Cure Period. In the event of a Non-Monetary Default by either party, that cannot reasonably be cured within the time period set forth in Paragraph 21.A.ii of this Agreement, the time for curing the Default shall be extended for such period of time as may be reasonably necessary to complete such curing, provided the party in Default acts promptly and diligently pursues the curing to completion.

C. Effect of Termination. Following the effective date of termination for Default of the License neither party shall have any further obligation or liability under the License, other than as may be specifically set forth in the License. Nothing in this subparagraph shall relieve either party of any obligation that arose prior to the expiration, cancellation or effective date of termination of the License or of those obligations that impose a continuing obligation on a party

including, without limitation, the indemnification and environmental provisions of this Agreement.

D. Acceleration of Remedies. Without limiting or prejudice to any of Licensor's rights and remedies in law, equity or otherwise, if Licensor elects to terminate the License in accordance with the terms of Paragraph 20 ("Default") of this Agreement, then Licensee shall have the obligation to pay Licensor the full amount of all License Fees and other charges then due, together with six months of the then current License Fee as liquidated damages. Licensee shall pay such amounts to Licensor within thirty (30) days from receipt of written notice.

22. CANCELLATION.

A. By Licensor. Licensor may cancel a License at any time upon six (6) months written notice to Licensee under either of the following circumstances: (1) Licensor determines, in its sole discretion that the Site is needed for governmental purposes; or (2) the State decides, in its sole discretion, to sell the Property, Facility or Site. If Licensor cancels the License for either of these reasons, Licensor shall use its best efforts to locate an alternate Site owned by the State to which the Equipment may be relocated.

B. By Licensee. If Licensee is unable to occupy and utilize the Site due to an action of the FCC not caused by actions of the Licensee, including without limitation, a take back of channels or change in frequencies upon removing its Equipment from the Site, Licensee may cancel the License upon one (1) month's written notice .

23. NOTICES.

Any notice or demand required or permitted to be given or made under the License shall be in writing, and shall be deemed sufficiently given or made if sent by personal delivery, facsimile transmission followed by written confirmation of receipt, certified or registered U.S. Mail in a sealed envelope postage prepaid, or via Federal Express or other generally recognized commercial overnight mail delivery service, addressed as follows:

For Licensor, to:

(SBA entity)
5900 Broken Sound Parkway NW
Boca Raton, Florida 33487
Attn: Site Administration

For Licensee, to:

(Licensee name and address)

Notices shall be deemed to have been given when delivered if delivered personally, the same day as facsimile transmission (or the Day if faxed on a Saturday, Sunday or holiday observed by the State), on the Day after dispatch if sent by overnight commercial air courier, or on the fifth Day after mailing if sent by certified or registered mail.

24. WAIVER.

Any breach or Default by a party shall not be waived or released other than in writing signed by the other party. The failure of a party to enforce any provision of the License shall not constitute a waiver of that provision or deprive the party of the right to subsequently enforce that term, or any other term, of the License.

25. CONTRACTORS.

A. Approval of Contractors. Licensee must obtain Licensor's written approval of any Contractor prior to using such Contractor (Licensee Contractors), approval shall not be unreasonably withheld or delayed. Licensee shall ensure that all Contractors comply with all terms and conditions of the Agreement, License and the Exhibits. Notwithstanding the foregoing, Licensee shall have full responsibility and liability for all actions and omissions of the Contractors in connection with the Agreement, License and Exhibits.

B. Contractor Insurance. Licensee shall require the Licensee Contractors to obtain and maintain insurance in the amounts specified in Paragraph 14.A of this Agreement and naming Licensor, and the State as additional insureds. Prior to commencing work at the Site, each of the Licensee Contractors shall provide Licensor with current certificates of insurance, evidencing that it has obtained the required coverage, that Licensor, and the State are named as additional insureds and that the policies cannot be cancelled or amended without at least thirty (30) Days' prior written notice to the parties named as additional insureds, except for cancellation for non-payment, which shall be ten (10) Days prior written notice.

C. Liability for Contractors. Notwithstanding the foregoing, Licensee shall have full responsibility and liability for all actions of the Licensee Contractors and to indemnify and hold Licensor, and the State harmless from and against any and all claims, losses, damages or costs incurred as a result of Licensee's contractors' acts or omissions for which Licensor, and the State are not fully reimbursed pursuant to subparagraph 25.B above.

26. REPLACEMENT OF SITE.

A. If directed to do so by the State, Licensor shall have the right to have a Replacement Facility constructed on a Property at any time. In the event Licensor decides to construct a Replacement Facility, Licensor shall provide Licensee with one hundred and twenty (120) days written notice prior to dismantling of the existing Facility. Licensee, at its sole cost, shall remove the Equipment from the existing Facility and reinstall it on the Replacement Facility no later than ten (10) days before Licensor dismantles the Facility. In the event Licensee does not wish to reinstall the Equipment on the Replacement Facility subject to the terms and conditions of the License, Licensee may terminate the License without further obligation to Licensor. Licensee's obligation to pay License Fees shall abate during the period it is unable to use the Equipment at the Site due to Licensor's replacement of the Facility.

B. Licensor shall have the right to have a Replacement Facility constructed on a Property at any time. In the event Licensor decides to construct a Replacement Facility, Licensor shall provide Licensee with one hundred and twenty (120) days written notice prior to

dismantling of the existing Facility Licensor, at its sole cost, shall remove the Equipment from the existing Facility and reinstall it on the Replacement Facility no later than ten (10) days before Licensor dismantles the Facility. In the event Licensee does not wish to reinstall the Equipment on the Replacement Facility subject to the terms and conditions of the License, Licensee may terminate the License without further obligation to Licensor. Licensee's obligation to pay License Fees shall abate during the period it is unable to use the Equipment at the Site due to Licensor's replacement of the Facility.

C. At the sole discretion of Licensor, Licensee may request in writing during the construction of the Replacement Facility, permission to install and operate at a location mutually agreeable to Licensor and Licensee, a temporary cell on wheels ("COW") facility including a "crank-up" (i.e. telescoping) tower. If applicable, Licensor's approval of the COW must follow the normal review procedures for placement of Equipment on State Property and is subject to the same terms and conditions of the License and any special License conditions as may be reasonably determined by Licensor. At such time as Licensor has completed its construction of the Replacement Facility, Licensee shall remove the temporary COW and install its Equipment on the Replacement Facility at approximately the same location as such Equipment was installed on the existing Facility.

27. SITE CONDITIONS/NO REPRESENTATION OR WARRANTY.

A. Licensor makes no representation or warranty, either express or implied, to Licensee regarding the use, operation, safety, environmental condition, title or fitness for a particular purpose of the Site or Facility. Licensee's use of the Site and Facility is on an "as is" basis.

B. Whenever Licensor is required, whether prior to or during the term of the License, and whether voluntary or required hereunder, to make any approval, representation, or requirement regarding any Facility or Equipment, including but not limited to location, placement, compatibility, electromagnetic interference, repairs, replacements, modifications, or alterations thereto, Licensor makes no warranty whatsoever, either express or implied, as to merchantability or fitness for any particular purpose or use of any Equipment or Facility for any particular purpose. Licensee acknowledges that it is not relying on Licensor's skill or judgment and that Licensor makes no warranty whatsoever relating to any Facility, Equipment, or any replacements, repairs, modifications, or alterations of any Facility or Equipment. Without limiting the foregoing, Licensor shall have no liability to Licensee for any loss or damage due to personal injury, property damage, libel, slander, or for any imperfect or defective title to the Site or Facility. In no event shall Licensor ever be liable to Licensee for any special, indirect, or consequential damages, including but not limited to lost profits, lost business, lost business opportunities, lost customers, or damage to business reputation.

28. ASSIGNMENT.

A. **Licensor Right to Assign.** Licensor may assign its interest in the Agreement and/or License to any third party, provided that Licensor gives Licensee written notice of the assignment at least ten (10) Days prior to the effective date of the assignment and provided that

the assignee assumes all of Licensor's obligations under the License including Paragraph 10 of this Agreement.

B. Licensee Right to Assign. Licensee may not assign, or otherwise transfer all or any part of its interest in the Agreement and/or License or in the Site without the prior written consent of Licensor; provided, however, that Licensee may assign its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, upon written notice to Licensor, including a copy of a written agreement by the assignee assuming all obligations and liabilities under this agreement, subject to any financing entity's interest, if any, in the License as set forth in Paragraph 10 of this Agreement. Notwithstanding anything to the contrary contained in the License, Licensee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in the License to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

The assignment by Licensee under this Paragraph 28, shall not release Licensee of its obligations and liabilities under the License.

No Sublicense. Licensee shall not sublicense all or any part of its rights or obligations under the License.

29. CONFIDENTIALITY.

The parties expressly acknowledge that neither the terms of the License nor its existence are confidential. Licensor shall have any obligation to treat any information provided by Licensee in connection with the License as confidential.

30. FORCE MAJEURE.

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

31. RELATIONSHIP OF PARTIES.

The relationship between Licensor and Licensee is that of client and independent contractor. No agent, employee, servant of Licensee or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of Licensor for any reason. Licensee shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors during the performance of the License.

32. ENTIRE AGREEMENT.

This Agreement along with the License and Exhibits represents the entire understanding of the parties with respect to the relationship between the parties. Any addition, variation or modification of the terms of the Agreement, License and Exhibits shall be effective only if made in writing, duly executed by authorized representatives of both parties. The Agreement, License and the exhibits will be deemed to have been prepared by both parties and will not be construed against either party as the drafter.

33. SEVERABILITY.

Any provision of the License and Agreement, which is found to be invalid by any governmental or judicial body having authority over the License and the Agreement shall be considered deleted from the License and/or Agreement. Such determination shall not serve to invalidate the remaining provisions of the License, Agreement, and/or the applicable Exhibit.

34. SURVIVAL.

A. Successors and Assigns. Subject to the provisions of the License and Agreement, the License and Agreement shall extend to, inure to the benefit of and bind the successors and permitted assigns of the parties and any and all subsequent purchasers of the Facility and Site unless the License for the Site is terminated pursuant to the terms of the Agreement.

B. Contract Provisions. Any provision of the License and Agreement that imposes a continuing obligation on a party including, but not limited to Licensee's indemnity and other obligations, shall survive the expiration, cancellation or termination of the License and Agreement for any reason.

35. GOVERNING LAW.

The License and Agreement shall be governed, construed and interpreted under the laws of the State. Any action at law or in equity or other proceeding to enforce the License and Agreement shall only be brought in a court of competent jurisdiction in the State of Michigan.

36. ATTORNEY FEES AND COSTS.

If Licensor is the prevailing party in any action arising under the License and/or Agreement, Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor to enforce Licensee's obligations under the License and/or Agreement, including, but not limited to reasonable attorney fees, expert witness fees, consultants' fees, and court costs.

37. PARAGRAPH HEADINGS.

The paragraph headings used throughout the License and Agreement are provided for convenience only and shall not control the interpretation of this Agreement.

38. AUTHORITY TO CONTRACT.

Licensee represents and warrants that it has the power to enter into the License and Agreement and that the person signing the Agreement and License have the authority to bind Licensee.

39. ADDITIONAL TERMS.

Licensee shall comply with all additional terms specified in the Agreement, License and Exhibits.

40. LIMITATION TO STATE OF MICHIGAN. This Agreement shall only govern the relationship between Licensor and Licensee with respect to Sites located on property by the owned State of Michigan. In the event that Licensor and Licensee intend to enter into any agreement with respect to any site where the underlying ground is not owned by the State of Michigan, Licensor and Licensee shall enter into a separate agreement to govern the terms of the use, license, lease and/or other agreements with respect to such sites.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of the License and Agreement as of the Effective Date.

(SBA ENTITY)

Witnesses

This instrument was acknowledged before me in Palm Beach County, Florida on _____, 20__ by Jason Silberstein the Vice President of Property Management for the corporation.

Notary Public

Notary Stamp or Seal:

Witnesses

(LICENSEE NAME)

This instrument was acknowledged before me in _____ County,
_____ on _____, 20__, by _____,
the _____ of _____, for the
_____.

Notary Public

Notary Stamp or Seal:



SBA Communications Corporation
7402 Westshire Drive
Suite 120
Lansing, MI 48917

T + 517.622.8448
F + 517.622.8438

sbasite.com

April 18, 2012

Mr. Donald Arbic
Livingston County 9-1-1 Central Dispatch
300 S. Highlander Way,
Howell, Mi 48843

Don,

This letter serves as confirmation that SBA Communications Corp. will allow Livingston County to collocate on the tower in the Brighton Car Pool Parking Lot, SBA site Brighton PAR MI10270-S. As discussed the monthly rate would be \$975 for the equipment itemized in your collocation application dated April 9, 2012. We are offering a special "governmental services" rate which represents a reduction of over 75% from our standard commercial telephony rates.

Livingston County must install their omni antenna no higher than 130' (bottom) or gain permission in writing from Green Oaks Township to allow the antenna to extend above the top of the tower. The 3 ft microwave would also be mounted at the 130 ft. level. If a commercial carrier applies for a height and the dish interferes the County agrees that they will move the dish. If the size of the dish has to move based on lowering the dish the County recognizes that the price could adjust accordingly. The County also recognizes that an entire rad. center cannot be dedicated to one omni antenna. In the event that another carrier applies for any height above 130 ft. the County will share the space at the requested height..

There is a carrier lease for the 120' rad. center and they are allowed 10 ft of lease area which the County cannot infringe upon. During preconstruction planning we will work through the details of which ports on the tower will be used. It is my understanding that this tower was designed to accommodate a microwave dish at a lower level however the appropriate SBA internal department needs to review the tower drawings and may require the completion of a structural analysis. This is a remote possibility however in the spirit of full disclosure I wanted to document the possibility.

Thank you for your interest. Please let me know if there is any other information needed at this time. We look forward to doing business with you.

Respectfully,

Joy E. Tiemeyer

Project Director – State of Michigan



LIVINGSTON COUNTY, MICHIGAN
**911 CENTRAL DISPATCH/
EMERGENCY MANAGEMENT DEPARTMENT**

300 S. Highlander Way, Howell, Michigan 48843
Phone 517.546.4620 Fax 514.546.5008
Web Site: co.livingston.mi.us

Memorandum

To: Public Safety Committee
Finance Committee
Board of Commissioners

From: Donald T. Arbic, Director

Date: April 17, 2012

Re: Lease Tower Space for Fire Service Simulcast

August 1, 2011, the Livingston County Board of Commissioners approved Resolution 2011-08-219 authorizing the conversion of the existing VHF fire service paging infrastructure to an eight-site simulcast system. A contract was subsequently let to Motorola Solutions Inc., for construction. The design plan specified the use of the four existing sites, Hillcrest, Hamburg, Brighton and Deerfield, and adding new sites in Putnam, Green Oak, Hartland and Fowlerville.

It is the responsibility of this writer, as the project manager for the county, to secure agreements for the towers. Green Oak officials directed writer to the Livingston Community Water Authority for use of the water tower near US-23 and Lee Road as a site on the system. Writer ultimately learned the water authority owns the tower but the property on which it sits is owned by a private entity known to writer as Quadrants, owners of the nearby shopping center. Verbal permission for the water tower was quickly obtained. Writer was not able to secure permission from Quadrants to place an electronics equipment shelter and emergency generator on Quadrants property.

An alternate site is a monopole on Michigan Department of Transportation property at the Lee Road and US-23 carpool lot. The tower is owned and operated by SBA Communications Corporation, 7402 Westshire Drive, Suite 120, Lansing, MI 48917, 517-622-8448. Space on the tower and on the ground is available to accommodate the county's equipment at a public safety discount rate of \$975 per month. Writer believes this is the only site available in the area and the only site giving the project a chance of meeting the FCC narrowband deadline of December 30, 2012.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING THE HIRING OF ONE VACANT CORRECTIONS OFFICER POSITION – LIVINGSTON COUNTY JAIL

WHEREAS, the Livingston County Jail has experienced recent changes within their organization and determined an immediate need to fill a position that will become vacant due to an employee retirement effective 4/29/2012; and

WHEREAS, there is currently one (1) budgeted Corrections Officer position within the Jail Division; and

WHEREAS, in order to ensure the safety and security of our employees, jail inmates, and the general public, it is imperative that this position be filled as soon as possible; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes and approves the hiring of one (1) Corrections Officer within the Livingston County Sheriff's Department.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY JAIL

150 S. Highlander Way, Howell, MI 48843
Phone 545-2440 Fax 545-2956
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Lt. Tom Cremonte
Date: 04/17/2012
**Re: RESOLUTION AUTHORIZING THE HIRING OF ONE
VACANT CORRECTIONS OFFICER POSITION**

As a result of recent changes within our organization, there is an immediate need to fill a position that will become vacant due to an employee retirement.

We will have one (1) budgeted Corrections Officer vacancy effective 4/29/2012. This position is the result of the retirement of Deputy Dan McGraw.

It should be noted that per MDOC recommendations; we should have forty-six (46) Corrections Officers assigned to our Jail facility. In order to ensure the safety and security of our employees, jail inmates, and the general public; it is imperative that this position be filled as soon as possible. To remain at our current authorized staffing level of forty (40) Corrections Officers in our Jail Division, we seek authorization to hire one (1) Deputy Corrections Officer position.

If you have any questions regarding this matter please contact me.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION AUTHORIZING FUNDING REQUEST FOR OUT-OF-COUNTY JAIL BEDS -
LIVINGSTON COUNTY JAIL**

WHEREAS, we have had a chronic excess of female inmates for the last couple years; and

WHEREAS, we currently have 51 females and beds for only 37; and

WHEREAS, we currently have 20 females in one ten bed unit; and

WHEREAS, it is a challenge keeping the female population segregated by classification or risk; and

WHEREAS, we found a few jails willing to rent bed space for \$25 to \$40 per day; and

WHEREAS, we believe 175 inmate days will be necessary to handle this increasing female population for the remainder of the year 2012; and

THEREFORE BE IT RESOLVED we request that the Board of Commissioners authorizes the transport and lodging of up to 40 female inmates in out of county facilities.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the placement of female inmates from the Livingston County Jail to out of county facilities at a cost not to exceed \$7,000 **\$52,500** for the remainder of the year 2012 based on a maximum of 175 inmate days.

BE IT FURTHER RESOLVED that the costs is to include transportation, medical expenses and wages.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY JAIL

150 S. Highlander Way, Howell, MI 48843
Phone 546-2440 Fax 545-9627
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Lt. Tom Cremonte
Date: 4/17/2012
Re: FUNDING REQUEST FOR OUT-OF-COUNTY JAIL BEDS

We have had a chronic excess of female inmates in our jail for the last couple of years. Currently we have fifty-one (51) females and beds for only thirty-seven (37). The challenge we face is keeping the female population segregated by classification or risk. As a result, we have twenty (20) female inmates in one ten (10) bed unit. We have examined alternatives to alleviate this internally, but are unable to due to factors outside our control.

It is our recommendation that we lease beds for some sentenced female inmates in other county jails. We have found a few jails willing to rent the bed space. The costs for bed space vary from \$25 to about \$40, excluding medical costs. It would be our intent to send only minimum-security sentenced females with little or no medical conditions. The medical costs, if any, can be paid through CHC.

We would like funding to continue leasing beds for a period of six months. If the crowding continues, we will come back to the board with a new request.

If you have any questions regarding this matter please contact me.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING FUNDING REQUST (4) PART-TIME CLERKS - LIVINGSTON COUNTY JAIL

WHEREAS, the jail has lost all but one of our support staff due to layoffs since 2008; and

WHEREAS, many of the duties previously performed by the clerks are now assigned to the deputies; and

WHEREAS, the reception area has been vacant and is only staffed during visitation on Saturday and Sunday; and

WHEREAS, the lack of a receptionist has resulted in extended waiting periods as a deputy has to be summoned from other areas of the jail to assist residents, professionals and volunteers, resulting in repeated complaints; and

WHEREAS, we recommend hiring four (4) part-time clerks to work the reception area from 8 am- 8 pm Monday – Friday to assist the public, answer phone, sort mail, and help with clerical duties.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorized funding not to exceed ~~\$28,000~~ \$35,280 for the remainder of 2012 from General Fund contingency for the hiring of four (4) Part-Time Clerks.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY JAIL

150 S. HIGHLANDER WAY, HOWELL, MI 48843
Phone 546-2440 Fax 545-2956
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Lt. Tom Cremonte
Date: 4/17/2012
Re: FUNDING REQUST (4) PART-TIME CLERKS

In 2008, the Jail lost all but one of our support staff due to layoffs. All of the duties performed by the staff were reassigned or eliminated through efficiencies found elsewhere within the department. Many of the duties performed by the clerks were assigned to deputies. Most of these duties can and should be performed by support staff. As the Deputies main duty is to the safety and security of the jail and inmates. The reception area, an essential position, of the jail was vacated and sits empty still today. The reception area is only staffed during visitation on Saturdays and Sundays and the hours are limited.

Many residents, professionals, and volunteers who come to the jail are forced to wait for a deputy to get summoned from other areas within the jail for service. Often this takes extended periods of time as the deputies may be involved in performing other tasks. This causes frustrations and inefficiency, particularly with the attorneys who frequently visit the jail to meet with their clients. Many attorneys have repeatedly complained about the prolonged wait to see their clients. At times, customers will come into the lobby looking for someone to help them, but there is no receptionist to assist with their needs.

We recommend hiring four (4) part-time clerks to work the reception area from 8 am-8 pm, Monday through Friday. Along with completing the duties of receptionist, the receptionist can also answer phones, sort mail, assist with clerical duties, and help maintain the jail library.

If you have any questions regarding this matter please contact me.

REQUEST FOR EXCEPTION TO THE HIRING FREEZE

Request Submitted by: **Lt. Tom Cremonte**

Title of Position to be Filled: **Office Assistant (E)
Four (4) Part Time** Salary: **\$25,466.01 annually
\$12,243.2 hourly**

Annual Cost of Budgeted Position: **\$13,720 (w/ benefits)**
Projected Cost for the next five years: **\$68,600 (w/ benefits)**

New Position/Classification (Yes/No): **NO**
If No: Name of Employee Last Occupying this Position: **Lou Dobbs**

To Temporarily Replace an Employee who is on approved leave of absence:
Name of Employee on Leave:
Date of Expected Return:

When did the position become vacant? **2008**

Has sufficient time been given to properly compensate for vacation and/or sick pay-offs to insure personnel expenses do not exceed the authorized budget? **Yes**

1. Briefly describe this position and why you believe that it is essential enough to warrant an exception to the overall Livingston County hiring freeze. Provide a copy of the job description.

This position directs all incoming calls Monday thru Friday, 8:00 AM thru 8:00 PM (an average of 200+ calls daily) in addition to interacting with lobby traffic (an average of 75+ contacts per day). Lobby contacts include requests for law enforcement assistance, PBT's, property pick up (or delivery), mail, payment of bonds, proofs of incarceration, assists the public, attorneys, clergy, library.

2. Indicate if this is a mandated program/service by citing the act, rule, resolution, order, etc. that has necessitated this work. Also, if mandated, explain what effect this program/service has on current operations. If not mandated, outline the reason(s) for the department providing this task/work.

Mandated services include collection of bond payments, and delivery of personal property confiscated during investigations.

3. Budgeted department head count for the past five years:

Civilian Positions:

Jan – 2008	Jan – 2009	Jan – 2010	Jan - 2011	Jan - 2012
6	1	1	1	1

Please explain changes:

Due to budget cutbacks, we have reduced our civilian support staff in the jail from 6 full time employees (2008) to 1 full time.

Please explain changes:

In 2008, due to budget cutbacks, we laid off three office assistant's (Salary Grade E), dropping our support staff to 1 employee.

4. Does the vacant position for which an exemption is being requested perform essential function(s) that cannot be performed with the existing staff resources within Livingston County? Identify all special skills, education and/or licensing requirements for the position.

This will not be feasible unless we assign Deputies and/or Corrections Officers to the above-mentioned tasks, consequently paying increased wages and benefits.

5. Recognizing that all Elected Officials/Department Heads are expected to provide quality supervision and be creative problem solvers, how could the department reassign work and/or personnel to get all essential work of the department done without additional hiring?

We could pay a Deputy (\$26.67 hourly wage) or a Sergeant (\$29.73 hourly wage) to perform these functions. These figures do not include the increased cost of benefits. However, utilizing certified personnel to handle clerical tasks will compromise the safety and security of our Jail facility and our community.

6. Specifically list three reasonable options if your request to replace a position is denied.

We could pay a Deputy (\$26.67 hourly wage) or a Sergeant (\$29.73 hourly wage) to perform these functions. These figures do not include the increased cost of benefits. However, utilizing certified personnel to handle clerical tasks will compromise the safety and security of our Jail facility and our community.

7. What are the consequences of deferring the vacant position over the next several months and beyond?

We could pay a Deputy (\$26.67 hourly wage) or a Sergeant (\$29.73 hourly wage) to perform these functions. These figures do not include the increased cost of benefits. However, utilizing certified personnel to handle clerical tasks will compromise the safety and security of our Jail facility and our community.

8. What budget saving measures has this department implemented? Have additional measures been identified?

Please refer to item 3. above

9. What position or other costs would you be willing to drop to enable hiring – if that becomes necessary to obtain approval for hire?

We cannot afford to lose additional civilian positions

10. Please provide additional information regarding the staff of this department (i.e. organizational charts, workflow chart, staff on leaves from work/job restrictions, employee training downtime, etc.) to determine the workforce available for accomplishing the necessary tasks/services.

11. Is the work required by statute to be performed at the County level or can it be shared with other Counties? With local governments?

NO, tasks cannot be shared with other counties or local government.

12. Explain what services can be provided by others, private sector or non-profit?

NONE

13. Are there other County employees with the skills and knowledge that can be transferred from another department thereby shifting the vacancy to another department where the position will not be filled?

YES, as long as they comply with our hiring protocol

14. Has the use of temporary employees been evaluated to handle the work? Please provide explanation(s).

No, tasks are cyclical

15. Has the use of part-time (less than 30 hours) employees been evaluated for feasibility and cost-effectiveness to accomplish the work? Please provide explanation(s).

We are requesting part-time employees

16. Has current staff been working overtime and, if so, how much is currently being worked or how much is planned to be worked per week (on the average)?

No. We have drastically cut our "service" hours

17. Has cross-trained staff been fully utilized to maximize the output of existing staff? Please provide explanation(s).

Yes, all civilian employees are cross trained