

# **PUBLIC SAFETY and INFRASTRUCTURE & DEVELOPMENT COMMITTEE**

3/24/2014

304 E Grand River, Board Chambers, Howell, Michigan 48843

7:30 PM

## **AGENDA**

- 1. CALL MEETING TO ORDER**
  - 2. APPROVAL OF MINUTES**  
Meeting minutes dated: February 24, 2014
  - 3. APPROVAL OF AGENDA**
  - 4. REPORTS**  
Contract Pricing - Mike Murphy  
Jail Improvement Committee Update - Don Parker
  - 5. CALL TO THE PUBLIC**
  - 6. RESOLUTIONS FOR CONSIDERATION:**
- 
- 07 Jail**  
AUTHORIZATION TO ENTER INTO AN INTER-GOVERMENTAL AGREEMENT TO PROVIDE HOUSING AND TRANSPORTATION TO THE US MARSHAL SERVICE
- 
- 08 Central Dispatch**  
RESOLUTION AUTHORIZING RECOGNITION OF NATIONAL PUBLIC SAFETY TELECOMMUNICATORS' WEEK, APRIL 13—19, 2014, – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE, BOARD OF COMMISSIONERS
- 
- 09 Central Dispatch**  
RESOLUTION AUTHORIZING THE CHAIR TO SIGN A SALE AGREEMENT FOR SURPLUS MICROWAVE EQUIPMENT, REPAYMENT OF A GRANT AND CENTRAL DISPATCH BUDGET AMENDMENT – 9-1-1 CENTRAL DISPATCH / EMERGENCY MANAGEMENT, INFRASTRUCTURE & DEVELOPMENT AND PUBLIC SAFETY COMMITTEE, FINANCE COMMITTEE AND BOARD OF COMMISSIONERS
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- 10. CALL TO THE PUBLIC**
  - 11. ADJOURNMENT**

# MEETING MINUTES

LIVINGSTON COUNTY

FEBRUARY 24, 2014 - 7:30 P.M.

**ADMINISTRATION BUILDING – BOARD CHAMBERS**  
304 E. GRAND RIVER AVENUE, HOWELL, MI 48843

## PUBLIC SAFETY & JUDICIARY COMMITTEE

DAVID DOMAS     KATE LAWRENCE     DON PARKER     RON VANHOUTEN     CAROL GRIFFITH

**OTHERS:**    BRIAN JONCKHEERE  
ERIC SANBORN  
DANICA KATNIK

CURT GRIFFIN  
CINDY CATANACH

RICH MALEWICZ  
BELINDA PETERS

1. **CALL TO ORDER:** Meeting called to order by: **COMM. GRIFFITH** at **7:33 PM.**
2. **APPROVAL OF MINUTES: MINUTES OF MEETING DATED JANUARY 27, 2014:**

**MOTION TO APPROVE THE MINUTES, AS PRESENTED.**  
**Moved by:    PARKER /    Seconded by:    DOMAS**  
**ALL IN FAVOR - MOTION PASSED**

3. **APPROVAL OF AGENDA:**

**MOTION TO APPROVE THE AGENDA, AS MODIFIED:**  
**REMOVE RESOLUTIONS 7 AND 8 AND MOVE THEM UNDER REPORTS**  
**Moved by:    DOMAS /    Seconded by:    PARKER**  
**ALL IN FAVOR - MOTION PASSED**

4. **REPORTS:**

- Brian Jonckheere – Drain Commissioner, gave an overview of history of Lake Tyrone Sanitary Sewer System. By the end of 2011, there remained two options available. After review, comparisons with state requirements and over time the decision was made that was more cost effective and safer for the residents to connect the system to the Livingston County Regional System. The steps that need to be followed are that the residents on Lake Tyrone need to relinquish the system to the Livingston County Regional System. At this time it is land around the lake is considered 100% occupied. Only homes on the lake will be serviced. The Drain Board has also concurred with the recommendation to relinquish the system to the Livingston County Regional System. It is a positive for the townships and the residents. Request to have this moved and discussed at the Debt Management Committee meeting being held April 2 at 10:00 a.m. with the Townships in attendance as well.

5. **CALL TO THE PUBLIC:** None

6. **RESOLUTIONS FOR CONSIDERATION:**

7. **SHERIFF:** Resolution Authorizing Attendance To Out Of State Training For One Deputy

**RECOMMEND MOTION TO THE: FINANCE**  
**MOVED BY: DOMAS / SECONDED BY: PARKER**  
**ALL IN FAVOR – MOTION PASSED**

8. **SHERIFF:** Resolution Authorizing Replacement Of Sheriff Department Mobile Data Terminals

**RECOMMEND MOTION TO THE: FINANCE**  
**MOVED BY: DOMAS / SECONDED BY: PARKER**  
**ALL IN FAVOR – MOTION PASSED**

9. **SHERIFF:** Resolution Authorizing The Upgrade Of Sheriff Department In-Car Video Cameras

**RECOMMEND MOTION TO THE: FINANCE**  
**MOVED BY: PARKER / SECONDED BY: DOMAS**  
**ALL IN FAVOR – MOTION PASSED**

10. **CALL TO THE PUBLIC:** None.

11. **ADJOURNMENT:**

**MOTION TO ADJOURN AT 8:10 PM**  
**MOVED BY: DOMAS / SECONDED BY: PARKER**  
**ALL IN FAVOR - MOTION PASSED**

Respectfully Submitted

**KELLI HAWORTH**  
RECORDING SECRETARY

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

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**RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO AN INTER-GOVERMENTAL AGREEMENT TO PROVIDE HOUSING AND TRANSPORTATION TO THE US MARSHAL SERVICE**

**WHEREAS,** Livingston County has a need for revenue to off-set the cost of operating the county jail.

**WHEREAS,** Livingston County is currently in the process of expanding the county jail, which is projected to cost an additional \$2.5 million dollars to operate.

**WHEREAS,** The United States Marshal Service has requested we enter into an inter-governmental agreement to house and transport federal inmates in their custody; services for which they will pay us at a rate agreeable to both parties.

**WHEREAS,** The Marshal Service currently has similar agreements with 11 other Michigan counties that results in an economically favorable arrangement to off-set the cost of operating their jails. The Marshal Service per diem rates are generally much higher than both the state and other counties that require detention service needs.

**WHEREAS,** The Marshal Service agrees to pay the county a housing per diem of \$85 per inmate, per day; and \$30 an hour per deputy, plus the federal mileage rate for the cost of transportation to the federal courts; and

**WHEREAS,** this Resolution has been recommended for approval by the Public Safety Committee.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with US Marshal Service for housing federal inmates at the rate of \$85 per day, per inmate; and \$30 per hour, per deputy plus the federal mileage rate for transportation the period beginning May 1<sup>st</sup>, 2014 through April 30<sup>th</sup>, 2017, together with an option for a 3 year renewal for services described above.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners be authorized to sign the above-referenced contract upon approval as to form by Civil Counsel.

**BE IT FURTHER RESOLVED** that, upon satisfactory performance of the contract, as determined by the County Administrator, the Board Chairperson be authorized to sign a 3 year renewal as approved as to form by Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:



# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Lieutenant Tom Cremonte, Jail Administrator**  
**Date: March, 18, 2014**  
**Re: Inter-governmental agreement with US Marshal Service**

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The county jail has been at or near capacity for the past several years. Specifically, areas of the jail that house female, medical, mental health or our special management population is always at or above capacity. The county is resolved to address these issues by adding an addition to the jail to meet our current and future needs.

Aside from the construction costs, the county has the reoccurring additional operating costs which will exceed \$2 million dollars annually. As a practical matter of off-setting the operational costs, the county has the opportunity to lease bed space to the US Marshal Service to house federal, pre-sentence inmates. Currently in Michigan there are 11 other county jails that lease beds to the federal government. These partnerships have proven to be successful and financially advantageous for the counties.

The US Marshall Services has asked to partner with us to lease beds in the hope of leasing approximately 40 beds once the new addition is operational. They have inspected our jail and find it meets all their requirements for use. The housing of these inmates will not create additional hardship for the jail as long as we have capacity within the jail.

We are in the processing of finalizing an agreement, upon approval of the board to lease beds for \$85 per day, per inmate; and additionally, \$30 per hour, per deputy, plus the federal mileage rate when we transport these inmates to court.

We look forward to this partnership and are in full support of this being approved and implemented.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

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**RESOLUTION AUTHORIZING RECOGNITION OF NATIONAL PUBLIC SAFETY  
TELECOMMUNICATORS' WEEK, APRIL 13 - 19, 2014, – 9-1-1 Central Dispatch / Emergency  
Management, Infrastructure & Development and Public Safety Committee, Finance Committee,  
Board of Commissioners**

**WHEREAS,** emergencies may occur at any time; and,

**WHEREAS,** when emergencies occur, the prompt intake of information and timely dispatch of first responders is critical to the protection of life and preservation of property; and,

**WHEREAS,** the safety and wellbeing of Livingston County citizens and first responders alike is dependent upon the accuracy of information obtained from citizens who telephone 9-1-1, and then disseminated to first responders; and,

**WHEREAS,** 9-1-1 telecommunicators are the single vital link providing information and instructions to ensure their safety; and,

**WHEREAS,** Livingston County's 9-1-1 telecommunicators contribute substantially to the apprehension of criminals, suppression of fires and treatment of the ill & injured with compassion, understanding, and professionalism; and,

**WHEREAS,** the United States Congress passed a Proclamation in 1991 creating the second full week of April as National Public Safety Telecommunicators' Week.

**THEREFORE, BE IT RESOLVED** the Livingston County Board of Commissioners joins the Congressional Proclamation declaring April 13—19, 2014, as National Public Safety Telecommunicators' Week in honor of the men and women of Livingston County 9-1-1 Central Dispatch.

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MOVED:

SECONDED:

CARRIED:



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

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**300 S. Highlander Way, Howell, MI 48843**  
**Phone 517.546.4620 Fax 517.546.5008**  
**Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)**

## Memorandum

**To:** Infrastructure & Development and Public Safety Committee  
Finance Committee  
Board of Commissioners

**From:** Donald T. Arbic, Director

**Date:** March 13, 2014

**Re:** National Public Safety Telecommunicators Week  
April 13 - 19, 2014

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The 911 Central Dispatch/Emergency Management Department respectfully requests the Livingston County Board of Commissioners join with the United States Congress in recognition of the second full week of April as National Public Safety Telecommunicators Week.

**RESOLUTION**

**NO:**

**LIVINGSTON COUNTY**

**DATE:**

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**RESOLUTION AUTHORIZING THE CHAIR TO SIGN A SALE AGREEMENT FOR SURPLUS MICROWAVE EQUIPMENT, REPAYMENT OF A GRANT AND CENTRAL DISPATCH BUDGET AMENDMENT – 9-1-1 Central Dispatch / Emergency Management, Infrastructure & Development and Public Safety Committee, Finance Committee and Board of Commissioners**

- WHEREAS,** Livingston County constructed a microwave link in 2013 between the 9-1-1 centers of Livingston and Ingham Counties to support a shared E911 telephone system at a cost of \$80,450.44 (see Resolution 2013-03-070); and,
- WHEREAS,** construction costs were offset by \$60,129.88 obtained via the Inter-operable Emergency Communications Grant Program (IECGP); and,
- WHEREAS,** Ingham County 9-1-1 opted later in 2013 to withdraw from the shared system, to order a new E911 telephone system and to go stand-alone effective February 14, 2014, rendering the microwave link unneeded; and,
- WHEREAS,** the Counties of Clinton and Eaton declined the E911 system components surrendered by Ingham County, resulting in those components being installed at Livingston County's central dispatch, converting it to a stand-alone 9-1-1 center; and,
- WHEREAS,** the microwave link was severed and became surplus property February 17, 2014; and,
- WHEREAS,** state of Michigan officials administering the IECGP advise operating the microwave equipment for less than five years in a grant eligible role invokes repayment; and,
- WHEREAS,** subsequent efforts to find an IECGP eligible purpose for the surplus microwave equipment and avert grant repayment have been unsuccessful; and,
- WHEREAS,** the Counties of Clinton, Eaton and Ingham have yet to reimburse Livingston County for the microwave system; and,
- WHEREAS,** MapleNet Wireless, the vendor to install the microwave system, presented an offer to Livingston County to remove the surplus microwave equipment from the three installation locations, Livingston 9-1-1, Ingham 9-1-1 and the Michigan State University tower on Dobie Road in Okemos in exchange for the surplus equipment; and,
- WHEREAS,** the MapleNet Wireless purchase offer expires April 11, 2014.

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**THEREFORE, BE IT RESOLVED** the Livingston County Board of Commissioners authorizes the Chair to sign an agreement with MapleNet Wireless for the sale of surplus microwave equipment upon review and approval of County Civil Counsel.

**BE IT FURTHER RESOLVED** the Livingston County Board of Commissioners hereby authorizes the repayment of IECGP funds in an amount not to exceed \$60, 129.88.

**BE IT FURTHER RESOLVED** the Livingston County Board of Commissioners hereby authorizes the transfer of \$60,000.00 from the 9-1-1 Central Dispatch/Emergency Management Department fund balance to object/org 261 32525 819000 of the department's 2014 budget to make IECGP repayment.

**BE IT FURTHER RESOLVED** the Livingston County Board of Commissioners hereby authorizes the following budget amendment to the 2014 Central Dispatch budget:

Fund	2014 Amended Budget	Proposed Budget Amendment	Proposed 2014 Amended Budget
261	\$4,589,157.00	\$60,130.00	\$4,649,287.00

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MOVED:

SECONDED:

CARRIED:



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

300 S. Highlander Way, Howell, MI 48843  
Phone 517.546.4620 Fax 517.546.5008  
Web Site: [co.livingston.mi.us](http://co.livingston.mi.us)

## Memorandum

**To:** Infrastructure & Development and Public Safety Committee  
Finance Committee  
Board of Commissioners

**From:** Donald T. Arbic, Director

**Date:** March 12, 2014

**Re:** Sale of Surplus Microwave System Hardware

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In 2012 it was determined the shared E911 telephone system needed reliable network connections between the geo-diverse servers housed in the 9-1-1 centers of Ingham and Livingston Counties. Livingston County took the lead to construct a microwave link between the two centers, while Ingham County made efforts to troubleshoot, correct or replace the problematic landline circuit on which the system had relied since Ingham 9-1-1 went live. Costs of constructing and maintaining the microwave link was to be shared by the Counties of Clinton, Eaton, Ingham and Livingston. (See Resolution 2013-03-070)

Livingston County released an RFP and ultimately selected MapleNet Wireless of Elkhart, IN as the vendor to construct the microwave system.

Ingham directed its representative to the Regional Homeland Security Board to submit an application for Inter-operable Emergency Communications Grant Program (IECGP) for partial funding of the construction project. Total project costs, hardware and labor, were \$80,450.44. Livingston County, which funded the project, was reimbursed by IECGP funds in the amount of \$60,129.88.

Construction was completed May 30, 2013, and the microwave link took over as the primary connection between the servers the next day. Problems with the landline circuit persisted. Ultimately, it was identified as the source of errors plaguing the system for months. Technicians disabled the landline circuit and the E911 system operated exclusively on the microwave link thereafter.

During the summer of 2013 the Counties of Clinton, Easton and Ingham made separate, although nearly simultaneous, decisions to withdraw from the geo-diverse four-county E911 telephone system, although none, to the best of writer's knowledge, have formally withdrawn from the Mid-Michigan 9-1-1 Consortium. Ingham County ordered and installed a new set of E911 telephone servers and went live on its new stand-alone system on or about February 14, 2014.

Neither Eaton nor Clinton Counties would take possession of the host B server and gateways surrendered by Ingham County.

On February 17<sup>th</sup> the host B server was moved to Livingston County 9-1-1 and the microwave system's server connections were removed. Livingston County 9-1-1 now functions as a stand-alone 9-1-1 center.

Efforts to identify an IECGP eligible alternate use for the microwave link have not been successful.

Microwave equipment, including coax, dishes, mounts, and electronics, were installed on towers at three locations, Livingston 9-1-1, Ingham 9-1-1 and a Dobie Road, Okemos radio tower owned by Michigan State University. It is in the best interests of tower maintenance and longevity to remove the unused microwave components and unload the towers of this unused weight. This will, however, necessitate repaying all or a prorated portion of the IECGP funds. Whether grant officials will insist on full repayment or prorate it crediting Livingston County for the nine months the system was in use for its intended purpose is unknown at this writing. In no case, however, would the reimbursement exceed the full \$60,129.88 awarded.

Clinton, Eaton and Ingham Counties have not contributed to the cost of construction or maintenance of the microwave system to date.

Livingston County does not have the capability to remove the microwave components without hiring an outside vendor. Removal will also necessitate careful handling and storage of the components for an unknown duration until sale of the components can be accomplished as a system or piece-by-piece, or a cost effective re-use can be identified.

Writer contacted MapleNet Wireless requesting a budgetary quote for removing the microwave components from the three towers. The cost estimate came back at \$8,000 to \$10,000. Assuming a vendor was hired to remove the equipment, thereafter, Livingston County would bear the additional costs of transporting and storing the components.

MapleNet Wireless submitted an offer to remove the system in its entirety from the three locations at its cost in exchange for retaining the components. The offer, however, will expire Friday, April 11, 2014.

Accepting the MapleNet offer necessitates a Board of Commissioners authorization for the sale, grant repayment and central dispatch budget amendment to move the required repayment amount from fund balance to a spendable line. Grant repayment was not included in the department's 2014 budget.

# Microwave Equipment Sales Agreement

Seller: Livingston County  
304 E. Grand River Ave.  
Howell, MI 48843

Purchaser: MapleNet Wireless  
4561 Pine Creek Road  
Elkhart, IN 46516

Seller point of contact: Donald Arbic  
Livingston County 9-1-1 Central Dispatch  
300 S. Highlander Way  
Howell, MI 48843  
[darbic@livgov.com](mailto:darbic@livgov.com)  
517-540-7682

Purchaser point of contact: Gene Crusie  
MapleNet Wireless  
4561 Pine Creek Road  
Elkhart IN 46516  
[gene@maplenetwireless.com](mailto:gene@maplenetwireless.com)  
574-389-3100

Delivery date: To be determined by purchaser

Purchase price: This transaction is a no cash exchange

Locations: Livingston County Central Dispatch  
300 S. Highlander Road  
Howell. MI 48843

Ingham County Central Dispatch  
710 E. Jolly Road  
Lansing, MI 48910-6832

Locations continued: Michigan State Radio  
4101 Dobie Road  
Okemos, MI 48864

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Livingston, a political subdivision of the state of Michigan (hereafter referred to as the "County") and MapleNet Wireless of 4561 Pine Creek Road, Elkhart, Indiana, 46516 (hereafter referred to as MapleNet).

WITNESSETH:

Whereas, the County issued purchase orders to MapleNet on 03/20/13 and 05/17/2013 for the construction of a microwave radio link with redundant power supplies connecting the 9-1-1 centers of Livingston and Ingham Counties for purposes of creating a network in support of a shared E911 telephone system; and,

Whereas, the microwave radio link used the radio towers adjacent to the 9-1-1 centers of Livingston and Ingham Counties, as well as Michigan State University's Dobie Road, Okemos tower as an intermediate signal relay location; and,

Whereas, the microwave radio link was used for the purposes for which it was designed and constructed from June 1, 2013, to February 17, 2014; and,

Whereas, the 9-1-1 centers of Livingston and Ingham Counties no longer share a E911 telephone system; and,

Whereas, it is in the best interests of the 9-1-1 centers of Livingston and Ingham Counties, as well as Michigan State University to remove the microwave equipment from the three radio towers on which microwave equipment has been placed to relieve unnecessary tower loading.

Now, Therefore, For and InConsideration of the mutual covenants hereinafter contained, It Is Hereby Agreed as follows:

1. Conveyance. The County agrees to convey ownership of the microwave equipment purchased from MapleNet during 2013 to MapleNet in exchange for MapleNet removing the equipment from the three sites of its original installation; Livingston County 9-1-1, Michigan State Radio and Ingham County 9-1-1 at zero cost to the County.
  - a. The equipment to be conveyed is as follows:
    - i. Two M295075-MAIN Radiowaves 4' 6GHz, dishes
    - ii. Four M295015-MAIN side strut stabilizers for Radiowaves dishes

- iii. Two M2950069-MAIN side strut stabilizers for Andrew 3' dishes
- iv. Two M295025-MAIN Ceragon 11GHz (Andrew) RFU-C interface dishes
- v. Two M295054-MAIN Radiowaves 6', 6GHz, 39DBI, CPR137G dishes
- vi. Two M506148-MAIN Ceragon 1500 HP 6GHz outdoor units
- vii. Two M506145-MAIN Ceragon 6L GHz FibeAir 1500 split mount outdoor units
- viii. Two M235012-Main Ceragon 1500HP pole mounting kits
- ix. Three M506149-MAIN Ceragon 1500HP 5974.85 MHz filters
- x. Three M506178-MAIN Ceragon 1500HP 6226.86 MHz filters (82-7347L2H)
- xi. Two m415000-MAIN 4' flex 6GHz waveguides
- xii. One M506120-MAIN Ceragon IP10 RFU-C, 11GHz High TX (82-9025eXH)
- xiii. One M506119-MAIN Ceragon IP10 RFU-C, 11GHz High TX (81-9025eXL) outdoor unit
- xiv. Eight M180020-MAIN lightning arrestors, female/female LA
- xv. Four M462504-MAIN lace-up hoisting grips for ½" coax
- xvi. LMR 600 coax used in the installation of the aforementioned equipment
- xvii. Tower/coax clips used in the installation of the aforementioned equipment
- xviii. Software and software licenses installed in the aforementioned equipment
- xix. Three M200018-MAIN Newmar 19-23" power supply racks with optional fuse panels
- xx. One M266033-MAIN Newmar fuse panel for use with Newmar Unity Rectifier
- xxi. Six M200019-MAIN Newmar Unity Rectifier 3A, 48V DC power supplies.

2. Damage and Clean-up to Premises. MapleNet shall be responsible for any damage to any of the three locations wherein the aforementioned microwave equipment has been installed caused by MapleNet's employees or contractors. If damage occurs, MapleNet shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the repairs and or replacements cannot be completed to the County's satisfaction, MapleNet shall reimburse the County the actual cost of repairing or replacing the damaged property. MapleNet shall be responsible for restoring the locations to their original condition after work performed under this Agreement is complete.

3. Independent Contractor. Nothing in this Agreement is intended to establish an employer-employee relationship between the County and any MapleNet employee or contractor. All MapleNet employees and contractors assigned to perform work under this Agreement shall, in all cases, be deemed employees or contractors of MapleNet and not employees, agents, subcontractors or volunteers of the County.
4. Insurance. MapleNet shall procure, pay the premium on, keep and maintain during the term of this Agreement adequate personal injury and property damage insurance, covering injuries, death and property damage arising out of its activities pursuant to this Agreement.
5. Contractor Coverage. MapleNet's contractors and subcontractors working on the removal and conveyance of the aforementioned microwave equipment will carry in full force and effect all insurance coverages required by this Agreement.
6. No Third Party Beneficiaries. This Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.
7. Discrimination. In carrying out the terms of this License Agreement, the parties hereto shall adhere to all federal, state and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual preference, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship. Breach of this covenant shall be regarded as a material breach of the Agreement.
8. Compliance with Laws. The parties to this Agreement shall perform all their respective duties and obligations hereunder in complete compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations.
9. Reservation of Rights. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County and MapleNet.
10. Agreement Period/Termination. This Agreement shall be effective from the date of execution by both parties and shall remain in effect until terminated by either party or the conveyance of the aforementioned microwave is completed, whichever is sooner.
11. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of their parties hereto certify by their signatures they are duly authorized to sign on behalf of said parties and this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, this Agreement has been fully signed by the authorized representatives of the parties hereto on the day and year first above written.

COUNTY OF LIVINGSTON

MAPLENET WIRELESS

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_