Michigan's Public Safety Communications System
Michigan Department of Technology, Management and Budget
7150 Harris Drive
Dimondale, Michigan 48821

Phone: (517) 284-4100 Fax: (517) 284-4066 Web: www.michigan.gov/mpscs

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

This Michigan's Public Safety Communications System Member Subscriber Agreement is between _____, whose address is _____(Member),

and the State of Michigan, Department of Technology, Management and Budget (DTMB), for the Michigan's Public Safety Communications System, whose address is Michigan's Public Safety Communications System (MPSCS or System), 4000 Collins Road, P.O. Box 30631, Lansing, Michigan 48909-8131, for membership in the Michigan's Public Safety Communications System.

I. DEFINITIONS

A. Agreement—means this MPSCS Member Subscriber Agreement between the MPSCS, and the Member, setting forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided and, includes its exhibits, attachments, and any renewals or amendments.

B. Disaster—means any unplanned interruption of MPSCS operations, which materially affects the System's ability to provide communication services to MPSCS Members.

C. Data—means any MPSCS Data Service offering.

D. Department of Technology, Management and Budget (DTMB)—means the principal department of State government created as the Department of Management and Budget under Section 121 of The Management and Budget Act, 1984 PA 431, MCL 18.1121, and renamed under Executive Order 2009-55, MCL 18.441, and any successor.

E. Emergency Alert—means the System feature, which allows eligible MPSCS Members to transmit emergency alerts.

F. Exhibits:

1. Exhibit A – Member's Liaison Officer and Contact for Member Fees Payment.

G. Good Standing— means the Member is in compliance with the MPSCS Member Subscriber Agreement's member obligations.

H. Michigan's Public Safety Communications System (MPSCS or System)—means the Michigan's Public Safety Communications System, established under 1929 PA 152 for public safety communications; and includes all the real and personal property, towers, equipment shelters, equipment and other related facilities and fixtures necessary for the operation and maintenance of the System and its management within DTMB.

I. MPSCS Member (Member)—means a public safety agency, including but not limited to, a government agency (State or local), its authorized employees, personnel (paid or volunteer), approved service providers and Member sponsored participants in an emergency response plan and their approved service providers, operating under a currently sanctioned government plan, using the System to implement the plan.

J. Network Communications Center (NCC)—means the MPSCS operation and communications center, which manages the technical operation of the System on a 24/7 basis.

K. Radio Equipment (Radio)—means the Member's voice and data communications equipment, including control stations, consolettes, base stations, mobile or portable radios, or any other data or radio frequency interface, which has a unique MPSCS identification number.

L. Radio Programming Unit (RPU)—means the MPSCS unit responsible for assignment of identification numbers; Template programming and reprogramming; all database (fleetmapping) maintenance; and assignment of Talkgroups.

M. Service Provider—means the entity under contract with the Member to service and maintain Member's Radios.

N. State of Michigan—means the owner of MPSCS.

O. System Management—means the MPSCS's responsibilities in the administration of MPSCS operations and selection of the MPSCS services provided under this Agreement including, upgrades and enhancements.

P. Talkgroup—means a configurable, pre-programmed, voice pathway in the System by which properly programmed Radios can communicate with each other.

1. Non-Proprietary Talkgroup—means a Talkgroup established by the MPSCS for the benefit and good of several Members. The MPSCS administration grants access to these talkgroups by proper request and with demonstrated need.

2. Proprietary Talkgroup—means a Talkgroup assigned exclusively to a MPSCS Member for use during their duties. This Talkgroup may be shared between MPSCS Members with the written approval of the agency that established the Talkgroup.

3. Proprietary Radio System—means a non-MPSCS radio system that may be programmed into a MPSCS Member's radio for the purpose of interoperability. The MPSCS does support programming of non-MPSCS proprietary radio systems.

Q. Template—means the Radio software, which controls the Radio's Talkgroup functions and communication capabilities.

R. Template Design Unit (TDU)—means the MPSCS unit responsible for development of Templates that will be programmed into a Member's radio. This includes defining a Member's communications plan; the establishment or reuse of Talkgroups; providing direction for concurrence of Talkgroups between agencies, and documenting Templates for construction by the RPU section.

S. Twenty-four/Seven (24/7)—means 24 hours a day, 7 days a week.

II. MPSCS COMMUNICATIONS SERVICES

A. Template Design— If requested by the Member, TDU will work with and prepare a needs assessment for the Member, based on the Member's current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the needs assessment. The RPU will prepare the primary Template for each Radio if requested by the Member. The RPU will correct any Template programming error(s) attributable to the RPU. A Member may request one primary Template change per year at no charge. The initial Template will be programmed into the Radio by one of two options. Either by MPSCS personnel or a serial specific file will be provided by the RPU to the Member's vendor. These options will be paid by Member. Refer to the MPSCS Fee Structure.

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

1. Assignment of Talkgroups' use priorities;

2. Management of Talkgroups to assure appropriate use of the System;

3. Enforcement of MPSCS guidelines, procedures, and protocols;

4. Generate and use statistical data and reports concerning Members Talkgroups, call durations, call types, busy signals, and other data analyses and reports; and

5. Grade of service (roaming).

C. Training—Member's employees and other personnel must receive MPSCS approved Radio user training and/or "train the trainer" training.

D. NCC Services —The NCC operates and manages the System on a 24/7 basis. The NCC provides Member with emergency or planned activation of special-event Talkgroups. The NCC, upon Member's request, provides radio checks for unresponsive Radios; inhibits lost or stolen Radios; and provides communications troubleshooting.

E. MPSCS Mobile Radios Performance—MPSCS provides tested mobile radio communication coverage to the Member, subject to the Member's compliance with MPSCS recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below the tested coverage, the Member should first contact its Subscriber Service Provider for an evaluation of the problem. If the Subscriber Service Provider determines the problem does not originate from the Member's Radios, equipment installation or maintenance, the Member should notify the NCC. The NCC will investigate and

take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member.

F. MPSCS Portable Radio Coverage—Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in Member's desired coverage areas.

G. Emergency Alerts Availability—If Member has a 24 hour dispatch center capable of receiving control data associated with all its Talkgroups, and Member can verify to MPSCS that it has the capacity to monitor and supervise the Emergency Alerts feature, Member may have the Emergency Alerts feature activated at no additional charge during a template reprogram. When this feature is activated, the Member must keep their RCM logged in and respond to Emergency Alerts in a timely manner. Additionally, Member must obtain, at its own expense, a license to operate its Radio Control Manager (RCM) from its equipment vendor in order to have this feature activated. The NCC cannot serve as back-up for monitoring Emergency Alerts if the Member chooses this feature.

H. Private Calling Availability—Private calling permits properly programmed Radios to engage in "one-on-one" conversations. Only the initiating and target Radios are able to communicate. Private calling can tie—up System resources. Member may choose to avail itself of Private Calling after a determination of the need and potential impact on the System.

I. Performance Standards; Monitoring; Electronic and Infrastructure Maintenance — The System utilizes automated performance standards and automated diagnostics, which are monitored 24/7 to ensure a timely reactive response to System component outages or other System deficiencies. MPSCS provides complete monitoring, inspection, and maintenance for all MPSCS tower sites and System infrastructure that meets or exceeds manufacturers' recommendations. The MPSCS also maintains a preventative maintenance system for all major components.

J. MPSCS Emergency Management Plan—The MPSCS maintains an Emergency Management Plan for the System. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.

K. MPSCS Infrastructure Upgrades and Enhancements—"Upgrades" are changes made to the System's infrastructure to assure compliance, or to improve existing features and operations, of the MPSCS. "Enhancements" are modifications made to MPSCS services or systems that add functions or features not originally part of the MPSCS. Benefits of the Upgrades are currently provided to Members at no additional charge. However, for a Member to access the new features and or enhancements, it may be necessary for the Member to upgrade its Radios after the appropriate MPSCS system upgrade is completed.

III. MEMBER OBLIGATIONS

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

1. See Exhibit A for the Member's Liaison Officer and Contact for Member's Fee Payment.

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

C. Radios' Maintenance and Repair—Member is responsible for maintenance and repair of its Radios in accordance with manufacturer's specifications.

D. Template Modifications—The Member may make Template modifications, through its Service Provider, if the modification does not adversely impact the operation and integrity of the System. Template modifications are not permitted for MPSCS radio zones: E, F, G & H, and I. Template modifications must be made in strict compliance with RPU's standards and only upon 30 days advance written notice to the RPU. MPSCS reserves the right to audit the Member's Templates at any time to confirm compliance with these requirements. Failure to comply with MPSCS Template modification standards is cause for termination of this Agreement. The MPSCS is not responsible for the installation or reprogramming of a modified Template into a Radio. An archive file will be provided to the Member for reprogramming of the Radio when possible. Some models of Radios cannot be programmed in the field due to programming security limitations and those Radios must be reprogrammed by the MPSCS. All costs associated with the MPSCS programming of Radios with modified Templates will be the responsibility of the Member.

E. System Prohibited Use—No commercial, personal or non-public safety related business may be conducted through the System by the Member, its authorized users or Service Provider.

F. Compliance with Federal and State Laws—Member must comply with all Federal and Michigan laws, rules, and regulations.

G. System Management—Member must comply with MPSCS' System Management requirements.

H. Trained Personnel—Member must not permit any personnel to use Radios until they have received approved MPSCS Radio user training.

I. Member Liaison Officer—Member must appoint an employee as its Liaison Officer. The Liaison Officer will be responsible for authorization of Template modifications, coordination of new Radios onto the System, and providing fleetmapping data to the RPU for record keeping purposes. The Liaison Officer will also be the Member's representative for MSPCS billing purposes.

J. Compliance with MPSCS Guidelines, Procedures, and Protocols:

1. Member must comply with all MPSCS guidelines, procedures, and protocols.

2. In order to protect the integrity, security, safety, and efficient operation of the System for all MPSCS Members, Member must take appropriate corrective action against any of its employees who violate MPSCS standards, guidelines, procedures and, protocols, or this Agreement.

3. Software, configurations and usage may be limited to ensure integrity of the network as required by MPSCS security and maintenance policies.

4. Violation of MPSCS standards, guidelines, procedures, protocols, or violation of this Agreement may result in termination of this Agreement.

IV. DURATION, CANCELLATION & TERMINATION

Membership in the MPSCS will remain in effect until canceled or terminated by MPSCS, upon 12 months prior written notice to Member as long as the Member stays in good standing. The Agreement may be terminated by MPSCS for violations of the terms and conditions of this Agreement upon 30 days written notice to the Member. Membership in the MPSCS will remain in effect until canceled or terminated by Member, upon 90 days prior written notice to MPSCS.

V. AUTHORITY TO CONTRACT

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

VI. MISCELLANEOUS

A. Waiver—The failure of a party to insist upon strict adherence to any term of this Agreement must not be considered a waiver or deprive the party of the right to later insist to the strict adherence to that term of the Agreement.

B. Modification—MPSCS general membership terms may be modified by the MPSCS upon 90 days advance written notice to MPSCS Members. Terms in this Agreement that are specific to Member may be modified by a written amendment signed by both parties.

C. Governing Law—This Agreement is governed by, and must be construed in accordance with the laws of the State of Michigan.

D. Headings—The headings given to the sections and paragraphs of this Agreement are for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.

E. Independent Contractor Relationship—The relationship between the parties is that of an independent contractor and client. No agent, employee, or servant of the MPSCS may be deemed to be an employee, agent, or servant of the Member. The Member will be solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.

F. Effective Date—This Agreement is effective as of the date of the last signature.

VII. NOTICES

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

SIGNATURE PAGES FOLLOW

MEMBER:

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF
TECHNOLOGY, MANAGEMENT AND BUDGET:

_____
By: Bradley A. Stoddard

Its: MPSCS Director

Date: _____

Please send signed Member Subscriber Agreement to:

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

Exhibit A

Member's Liaison Officer and Contact for MPSCS Contact Member Fees Payment

Member Liaison (See Section III. I. Page 5):

_____
Name

_____
Title

_____
Address

_____

_____
Email

_____
Phone Fax

Member Billing Contact (if different name and address from Liaison):

_____
Name

_____
Address

_____

_____
Email

_____
Phone Fax