



TO: Mayor and Members of Troy City Council
FROM: Lori Grigg Bluhm, City Attorney
DATE: December 13, 2005
SUBJECT: Wireless Oakland- Inter-local Agreement and License Agreement

The City of Troy has received the honor of participating as one of the seven pilot communities in the Wireless Oakland Initiative, a public-private partnership. The eventual goal of the Wireless Oakland Initiative is “to blanket all 910 square miles of Oakland County with wireless Internet service; as well as to break down the digital divide by offering “no-cost” or “low-cost” PCs, wireless technology, and training to underserved populations within Oakland County; and to enhance the commercial and residential character of the County by embracing technology in county and local planning practices. “ The Troy City Council unanimously resolved on April 18, 2005 to support Oakland County’s initiative, and to request consideration of Troy as one of the seven pilot communities. At that time, the Troy City Council also permitted the placement of wireless equipment on City controlled infrastructure, as long as the equipment was placed “in a responsive and responsible manner.”

Oakland County has made the Wireless Oakland Initiative a priority, and is ready to get started on the project. The County has already announced that Michtel, a private provider, was the successful bidder. Michtel will be providing, installing, and servicing the equipment on the designated public facilities in each of the participating municipalities. In exchange for Michtel’s undertaking the risks of this new project, and agreeing to provide free wireless service to the entire County, the County and the Municipalities have agreed to allow Michtel to use existing public assets (such as light poles, antennae, etc.) to house the necessary equipment, at no cost. The Municipalities will also agree to abide by the terms of the Model Interlocal Agreement (which relieves Michtel of the obligation of negotiating separate agreements with each participating community), and to waive fees (such as permit or inspection or construction fees) whenever possible.

The County drafted a proposed model Interlocal Agreement, in order to provide the municipalities with some protections of their public assets. This model Interlocal Agreement has been reviewed and revised by a task force comprised of the legal representatives from each of the seven pilot communities. Each of the participating Oakland County communities will need to execute the model Interlocal Agreement, which is attached for your review and/or approval. Oakland County, as the agent for each participating municipality, will execute the license agreement, which is an attachment to the model Interlocal Agreement. The legal task force of the seven pilot communities has also reviewed and revised the proposed license agreement, which is included for your review. A proposed resolution, approving the Interlocal Agreement (with attachments) has been prepared for your consideration. In addition, there is a resolution appointing the City of Troy’s representative to the Wireless Oakland Advisory Board. Troy’s Information Technology Director, Gert Paraskevin, has volunteered to serve as the Troy representative, and Doug Smith, Real Estate and Development Director, could serve as the alternate, since they have both been and will continue to be involved in the project.

Troy is the first of the pilot communities to seek approval of the agreement, since Troy will be the initial starting point for the project. If the agreement is approved, then the first equipment will be placed in Troy as soon as possible. As always, if you have any questions, please let us know.

**WIRELESS OAKLAND AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF TROY**

This Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the City of Troy, 500 W. Big Beaver Rd., Troy, MI 48084 ("Municipality"). In this Agreement the County and the Municipality may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the County and the Municipality enter into this Agreement for the purpose of delineating the relationship and responsibilities between the County and the Municipality regarding the Wireless Oakland Initiative. The Wireless Oakland Initiative has the following three goals: (1) Blanket the County with wireless internet service; (2) Address the County's "digital-divide" and provide low-cost or no-cost personal computers and technology training to under-served population groups; and (3) Develop a Telecommunication and Technology Planning Toolkit to support continued high-tech investments in local government and promote integration of those investments with local community character and quality of life. Citizens, business entities, and governmental entities will all benefit from this wireless internet service. The citizens of the County will be more prepared to fill high-tech jobs; business entities will be better prepared to compete in the global market; and governmental entities, including Oakland County and the Municipality, will realize increased efficiencies when providing services to their citizens.

Neither the County nor the Municipality will own or operate the wireless internet service. Instead, the County will collect and pool public assets located throughout the County to license to the owner/operator of the wireless internet service in exchange for free wireless internet access at a certain bandwidth. The County will license the use of the collected assets to the owner/operator on a non-exclusive, non-interfering basis. The owner/operator shall not have any permanent or exclusive rights to these public assets.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

- 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
- 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, as defined herein, whether such Claim is brought in law or equity, tort, contract, or otherwise.
- 1.3. **Contract** means the contract between the County and Contractor and all the properly promulgated amendments. The Contract is attached as Exhibit D.
- 1.4. **Contractor** means the entity selected by the County to install, implement, operate, and maintain the wireless internet service.
- 1.5. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.6. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.7. **Default** means a Party's failure to perform any obligation contained in this Agreement or if the wireless internet service offered pursuant to the Wireless Oakland Initiative ceases to exist.
- 1.8. **Municipality** means the City of Troy, a Municipal and Constitutional Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.9. **Public Asset(s)** means any real or personal property including but not limited to structures, facilities, antennae, and/or land, owned by the Municipality.
- 1.10. **Wireless Oakland Advisory Board** means the Board that provides advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service.
- 1.11. **Wireless Oakland Initiative** means the wireless internet service (as fully described in the Contract) that will blanket all of Oakland County and that will be provided, owned, and operated by the Contractor.

2. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.

2.1. **Exhibit A** – Municipal Pilot Application

2.2. **Exhibit B** – Public Asset License Agreement

2.3. **Exhibit C** - Wireless Oakland Advisory Board

2.4. **Exhibit D** – Contract between the County and Contractor

3. **COUNTY RESPONSIBILITIES.**

3.1. The County, specifically the County Executive or his designee, is authorized to execute the License Agreement, attached as Exhibit B to this Agreement, on behalf of the Municipality with the Contractor for use of Public Assets to be utilized for the wireless internet service.

3.2. All Public Assets identified by the Municipality in Exhibit A may be licensed by the County to the Contractor subject to the Municipality's written approval. Prior to executing the License Agreement(s), the County shall present the Municipality with a map identifying the specific Public Assets to be used and licensed for the wireless internet service. The Municipality shall approve or disapprove the specific Public Assets identified on the map as soon as practical after receiving such map.

3.3. The County shall not request the construction of new towers or underground facilities through this Agreement.

3.4. The County shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.

3.5. The County shall designate an individual, who works for the County, to be a point of contact and information regarding this Agreement and the Wireless Oakland Initiative. The County shall ensure that the Contractor designates an individual, who works for the Contractor, to be a point of contact and information regarding the Wireless Oakland Initiative.

4. **MUNICIPALITY RESPONSIBILITIES.**

4.1. The Municipality shall use its best efforts to assist with the installation and implementation of the wireless internet service, including, but not limited to, waiving any local/municipal permit fees or other fees or local/ municipality costs associated with the installation, implementation, operation, and/or maintenance of the wireless internet service and providing space to locate the wireless equipment at no cost.

4.2. The Municipality shall provide an individual and an alternate to sit as a member of the Wireless Oakland Advisory Board.

- 4.3. There shall be no costs (including, but not limited to, all electrical costs associated with installation and operation of the wireless equipment for wireless internet service) to the Municipality stemming from this Agreement, unless otherwise agreed to in writing by the Municipality.
- 4.4. The Municipality shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
- 4.5. The Municipality shall designate an individual, who works for the Municipality, to be a point of contact and information regarding this Agreement and the Wireless Oakland Initiative.

5. **WIRELESS OAKLAND ADVISORY BOARD RESPONSIBILITIES.**

- 5.1. The Wireless Oakland Advisory Board shall provide advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service.
- 5.2. The structure, organization, and responsibilities of the Wireless Oakland Advisory Board are set forth in Exhibit C.

6. **CONTRACTOR RESPONSIBILITIES.**

- 6.1. Except as otherwise provided in this Agreement, the installation, implementation, operation, and maintenance of the wireless internet service shall be at the sole cost, expense, and risk of the Contractor.

7. **DURATION OF INTERLOCAL AGREEMENT.**

- 7.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.
- 7.2. Unless extended by mutual, written agreement by both Parties, this Agreement shall remain in effect for six (6) years from the date the Agreement is completely executed by both Parties or until cancelled or terminated by either Party pursuant to Section 9.

8. **ASSURANCES.**

- 8.1. Except as provided in Exhibit B, each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 8.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

- 8.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including but not limited to, all FCC rules and regulations.
9. **TERMINATION OR CANCELLATION OF AGREEMENT**. The Municipality or the County may terminate or cancel this Agreement upon sixty (60) days written notice, if the other Party Defaults in any obligation contained in this Agreement and within the sixty (60) day notice period the Party failed to cure such Default or failed to take a course of action to cure such Default. The effective date of termination and/or cancellation and the specific Default shall be clearly stated in the written notice. If this Agreement is terminated and/or cancelled, the existing License Agreements executed pursuant to this Agreement shall still be valid.
10. **NO THIRD PARTY BENEFICIARIES**. Except as provided for the benefit of the Parties and subject to Exhibit B, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
11. **DISCRIMINATION**. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
12. **PERMITS AND LICENSES**. Except as otherwise agreed to by the Parties, or provided for in this Agreement, the Contractor shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to install, own, operate, manage, and maintain the wireless internet service.
13. **RESERVATION OF RIGHTS**. This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
14. **DELEGATION/SUBCONTRACT/ASSIGNMENT**. Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
15. **NO IMPLIED WAIVER**. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
16. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from

this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

17. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
18. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 18.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Department of Information Technology, Director, 1200 North Telegraph Road, Building #49 West, Pontiac, Michigan, 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
 - 18.2. If Notice is sent to the Municipality, it shall be addressed to: Troy Information Technology Director, 500 W. Big Beaver Rd. Troy, MI 48084, with a copy sent to the City Attorney at the same address.
 - 18.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
19. **DISPUTE RESOLUTION**. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to the individuals listed in Section 18 for possible resolution. The individuals shall promptly meet and confer in an effort to resolve such dispute. If the individuals cannot resolve the dispute in five (5) days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.
20. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

21. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties.

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Louise Schilling, Mayor of the City of Troy, and Tonni Bartholomew, City Clerk, hereby acknowledges that they have been authorized by a resolution of the Troy City Council, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Louise Schilling, Mayor

EXECUTED: _____ DATE: _____
Tonni Bartholomew, City Clerk

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, Bill Bullard, Jr., Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Bill Bullard, Jr., Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Ruth Johnson, Clerk/Register of Deeds
County of Oakland

Exhibit A

Municipal Pilot Application



500 West Big Beaver
Troy, Michigan 48064
Fax: (248) 524-0851
www.ci.troy.mi.us

Area code (248)
Assessing
524-3311
Bldg. Inspections
524-3344
Bldg. Maintenance
524-3368
City Clerk
524-3316
City Manager
524-3330
Community Affairs
524-1147
Engineering
524-3383
Finance
524-3411
Fire-Administration
524-3419
Human Resources
524-3339
Information Services
619-7279
Law
524-3320
Library
524-3545
Parks & Recreation
524-3484
Planning
524-3364
Police-Administration
524-3443
Public Works
524-3370
Purchasing
524-3338
Real Estate & Development
524-3498
Treasurer
524-3334
General Information
524-3300

April 27, 2005

Phil Bertolini
Oakland County
1200 N. Telegraph
Pontiac, MI 48341

Dear Phil:

The City of Troy is very interested in becoming a pilot community for the County's Wireless Oakland initiative. We feel that this is a very worthwhile endeavor and its success would be beneficial to the County and to the City of Troy specifically. We feel it is in our best interest to lend our support as a pilot community to help ensure its success.

The City of Troy would be an ideal pilot community for the following reasons:

1. We have full support from City Council, as evidenced by the unanimous decision when presented to Council on Monday, April 18, 2005. In addition, the Downtown Development Authority (DDA) indicated its support at their meeting on Wednesday, April 20, 2005. (See excerpt from the meeting minutes in Appendix A)
2. We already have a detailed inventory of qualified infrastructure assets in electronic format. (Electronic files to be included with this transmittal)
3. The city has pledged to facilitate access to those assets. (See Appendix A) In addition, we have notified our business community and asked that they also commit their infrastructure to the project. Companies that have responded to date are indicated in Appendix B.
4. The City of Troy possesses characteristics that create a variety of testing scenarios, and our employees have the skill and motivation necessary to assist in testing those scenarios. The following facts will illustrate:

a. Relevant community statistics

i. Retail Space	7.7M Sq Ft
ii. Office Space	18.3M Sq Ft
iii. Industrial Space	19.8M Sq Ft
iv. Businesses	5,647
v. Employment (2002)	136,000
vi. Number of Households	32,137
vii. Estimated Population in 2005	86,409

- b. Troy has a mix of residential, commercial and industrial properties. This provides for testing the applicability and success in both a business and personal use scenario.

- c. Troy has a higher employment population than residential population. This traveling workforce offers a wider use for the wireless network.
- d. Troy is home to a number of large corporations. Principal employers include Kelly Services, Target Corporation, Standard Federal Bank, Flagstar Bank, Ameritech, Syntel, Inc., Delphi, Textron Automotive, ED, Magna International, ARVIN Meritor, Saline Specialty Vehicles, Advanced Technology Vehicles, Corporate System Development, Thyssen Krupp, Entech Personnel Services, Inc., and William Beaumont Hospital. These organizations have many visitors creating another transient scenario as well as the possibility of business applications.
- e. Troy's economic base is strong and balanced. The median effective buying income per household is approximately \$62,862. There are 32,137 households and a median age of 38.1. A residential survey completed in March 2005 indicates that Troy residents are well versed in Internet use. Survey results indicated that 70% of Troy residents have purchased an item on the Internet, 87% have used the Internet for some purpose. This makes Troy a very receptive environment for Internet related technology.
- f. Troy is home to headquarters for Automation Alley whose vision is to "...continue to expand Southeast Michigan's burgeoning technology cluster and guide the future of Michigan by attracting world-class, high-tech industries and professionals to Southeast Michigan." Ensuring successful wireless Internet access for this organization should be a high priority.
- g. The City of Troy currently maintains fourteen developed park sites, eight of which are major parks. In addition there are two golf courses. These are areas that would be very receptive to the availability of wireless Internet.
- h. Troy has two major retail malls and many retail plazas. These are environments ideal for implementation and testing.
- i. Administratively Troy is currently utilizing wireless Internet services on a small scale in our Fire and Police Departments, and we are very interested in testing a free or lower cost service. We have established VPN access into the city's network to utilize city network resources and to access CLEMIS and LEIN via the Oakland County connection. We have worked with standard CISCO VPN software and a software package that some wireless vendors support, called NetMotion to access our network at higher speeds. Through these efforts we have become familiar with using and evaluating wireless Internet services and have the skill to ensure success.
- j. Troy currently has wireless access points in a number of locations including our Library, DPW and Fire Stations. This access is strictly for internal use, however, we have been contemplating providing additional wireless access for patrons at our Library without affecting our existing system. This scenario provides an environment for testing compatibility and interference between existing wireless implementations and the Wireless Oakland implementation.
- k. Troy is served by seven public school districts and four colleges/universities. This provides an educational testing scenario. Walsh College has already written a letter of support for this project. (Appendix C)

In summary, the City of Troy is receptive, well prepared and offers an exceptional environment as a pilot community for the Wireless Oakland initiative. We would be very honored and pleased to be chosen as one of the pilot areas. If you have any further questions or comments please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "John Szerlag". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline that extends to the right.

John Szerlag
City Manager

Appendix A

Minutes from the Agenda of a Regular Meeting of the Troy City Council held Monday, April 18, 2005, at City Hall, 500 W. Big Beaver Road. Mayor Schilling called the Meeting to order at 7:29 PM.

F-10 Wireless Oakland Pilot Community

Resolution #2005-04-197

Moved by Beltrami

Seconded by Schilling

RESOLVED, That the City of Troy supports Oakland County's initiative to be wireless, and requests that Troy be selected as a pilot community, and

BE IT FURTHER RESOLVED, That the City of Troy will permit the placement of wireless equipment on City-controlled infrastructure subject to such placement being performed in a responsive and responsible manner.

Yes: All-7

A meeting of the Downtown Development Authority was held on Wednesday, April 20, 2005 in the Lower Level Conference Room of Troy City Hall, 500 W. Big Beaver Troy, Michigan. Alan Kiriluk called the meeting to order at 7:30 a.m.

C. Wireless Oakland Proposal

The Board supports the Wireless Oakland proposal

Appendix B

Private Troy Companies Committing Infrastructure to the Wireless Oakland Initiative

Gale Company

Freed & Associates

Liberty Property Trust

Kirco

Kojaian

Redico

Alan Adelson and Jeff Serno

Appendix C

WALSH
COLLEGE®

OFFICE OF THE PRESIDENT

PHONE (248) 687-8282
FAX (248) 689-8336
1338 LIVERNOIS ROAD
P.O. BOX 7006
TROY, MI 48067-7006

March 18, 2005

Mr. John Szerlag
City Manager
City of Troy
500 W. Big Beaver Rd.
Troy, MI 48084

RECEIVED

MAR 21 2005

CITY OF TROY
CITY MANAGER'S OFFICE

Dear Mr. Szerlag:

Walsh College recently sent representatives to the Wireless Oakland Public Sector Summit headed by L. Brooks Patterson. The wireless initiative was first brought to the public in Patterson's State of the County address in February 2005. Since then, it has begun to take on steam and has generated a good deal of excitement in the community at large.

In the event that the City of Troy was not represented at the summit on March 16, 2005, allow us to share the three main goals of this exciting project:

- To blanket all 910 square miles of Oakland County with wireless Internet service.
- To break down the digital divide by offering "no-cost" or "low-cost" PCs, wireless technology, and training to underserved populations within Oakland County.
- To enhance the commercial and residential character of the County by embracing technology in county and local planning practices.

Oakland County will meet these goals through partnerships with the private and public sectors. The County does not plan to own or operate the wireless network; that task will fall to the multiple private vendors who provide the best proposals. The public sector, mostly municipalities, will be responsible for actively participating in the Wireless Oakland project and providing access to assets that qualify for inclusion as a wireless access point. The County expects the public sector to incur no charge for their participation, barring any costs that may be incurred by providing access to chosen assets. Educational institutions also fall under the public sector and will be asked to assist with community education, training, and the hosting of informational events.

Needless to say, Walsh College sees ample opportunities for our involvement in this project. The community education, training, and involvement benefits that Walsh College could bring as a pilot site would be immeasurable. The City of Troy also stands to benefit a great deal from this program, and could greatly serve its residents by becoming a pilot site. One of the largest benefits that the County is hoping to gain through this project is the attraction and retention of high-tech and nanotechnology

March 18, 2005

Page 2 of 2

businesses. Clearly, Troy is in a position to offer those companies many benefits that our neighboring municipalities might not be able to.

Phil Bertolini, Oakland County Chief Information Officer, is accepting letters from each town or village detailing the reasons that they should be included in the initial launch of this exciting endeavor. Oakland County has an opportunity to succeed in creating a fully wireless, Internet enabled community where others have failed. The chance for success depends largely on the public sector and Troy is in a position to assist in this endeavor as well as gain an immense benefit.

Our representatives would be pleased to share any other information gained from this summit with you, or you may go directly to the County at <http://www.co.oakland.mi.us/wireless/>.

Sincerely,



Keith A. Pretty, J.D.
President



41ST DISTRICT
STATE CAPITOL
LANSING, MI 48913
PHONE: (517) 373-1783
TOLL-FREE: (866) DIST-041
FAX: (517) 373-8660
E-MAIL: robertgosselin@house.mi.gov

MICHIGAN HOUSE OF REPRESENTATIVES

ROBERT GOSSELIN
STATE REPRESENTATIVE

COMMITTEES:
CHAIR, EMPLOYMENT RELATIONS,
TRAINING, AND SAFETY
EDUCATION
GOVERNMENT OPERATIONS
TAX POLICY
TRANSPORTATION

April 27, 2005

Phil Bertolini
Deputy County Executive
Building 49 West
1200 N. Telegraph Rd
Pontiac, MI 48341

Dear Mr. Bertolini,

I'm writing to express my enthusiasm for the recent "Wireless Oakland" initiative. Considering the current economic climate in Michigan, projects like these are exactly the types of positive improvements we need to attract more businesses to our community. I also appreciate the fact that it is an active public-private partnership which will not increase the scope of government in citizen's lives.

I was recently introduced to the benefits and convenience of wireless networking here in Lansing. I can use my laptop to access the internet and my e-mail anywhere, whether it's a committee hearing room, my legislative office, or even the floor of the House of Representatives. Wireless technology serves as a useful way for me to remain in constant communication with my constituents and staff. I am excited to witness the spread of the benefits of this technology to all the residents of Oakland County.

As a Representative for the cities of Troy and Clawson, I'd like to be one of the first to say that our communities would be ideal pilot cities for the Wireless Oakland project. *You may be aware that both City Councils recently passed resolutions to volunteer for pilot status.*

Logistically, both cities have relatively simple, straight borders, which could simplify the installation process. In addition, the diversity within and between the two cities will provide great insight on how many different types of Oakland County residents and businesses will take advantage of this new service.

I understand that you are still in the beginning stages of determining pilot cities for Wireless Oakland project, but I hope you will strongly consider the merits of choosing both Troy and Clawson for this great initiative.

If you have any questions or would like more information, please don't hesitate to contact me in Lansing at 866-347-8041. Thank you for your time and consideration.

Sincerely,

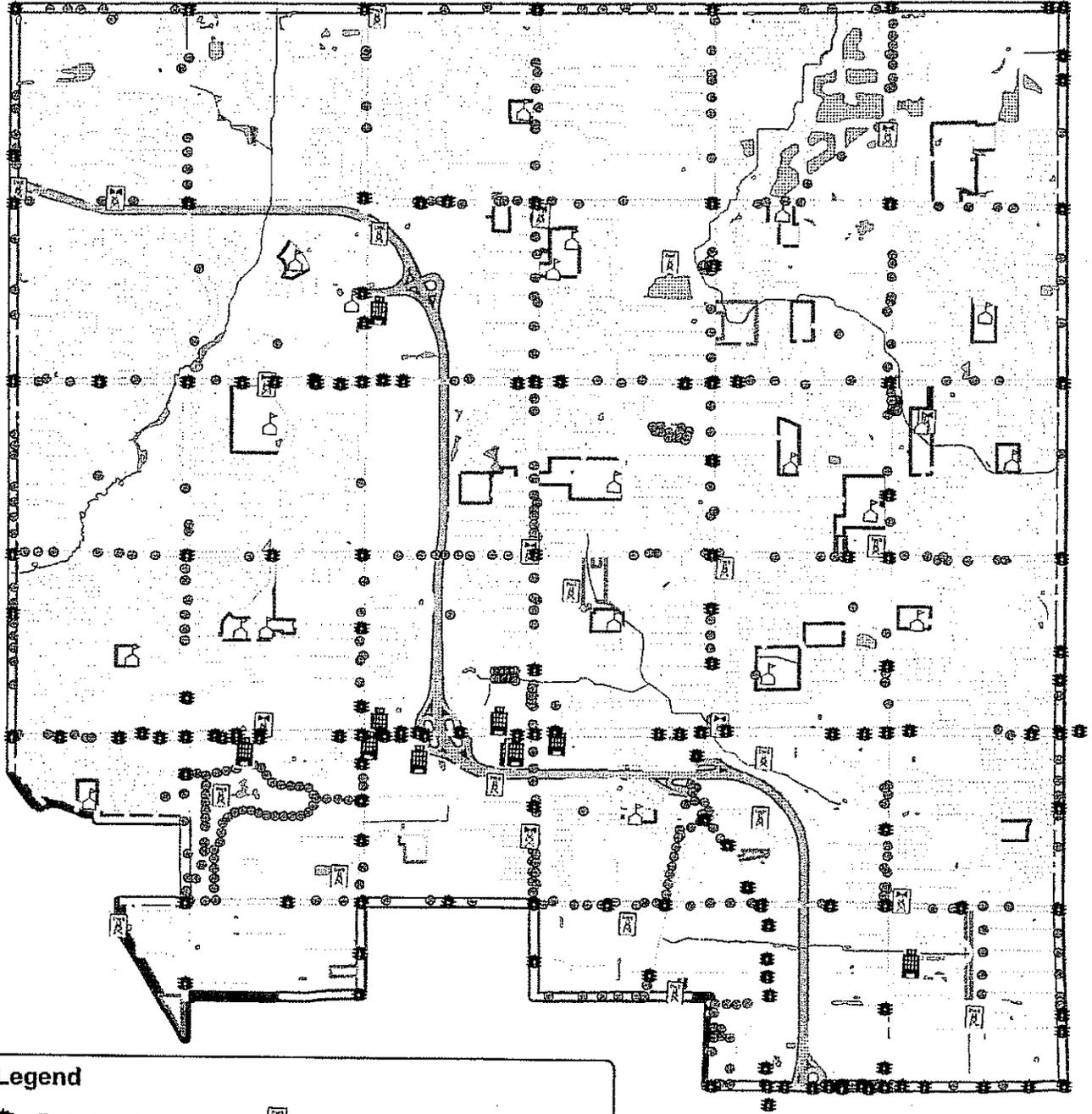
Robert Gosselin
State Representative
41st District

CC: City of Clawson
City of Troy



Wireless Oakland

Potential Wireless Internet Supporting Infrastructure Locations



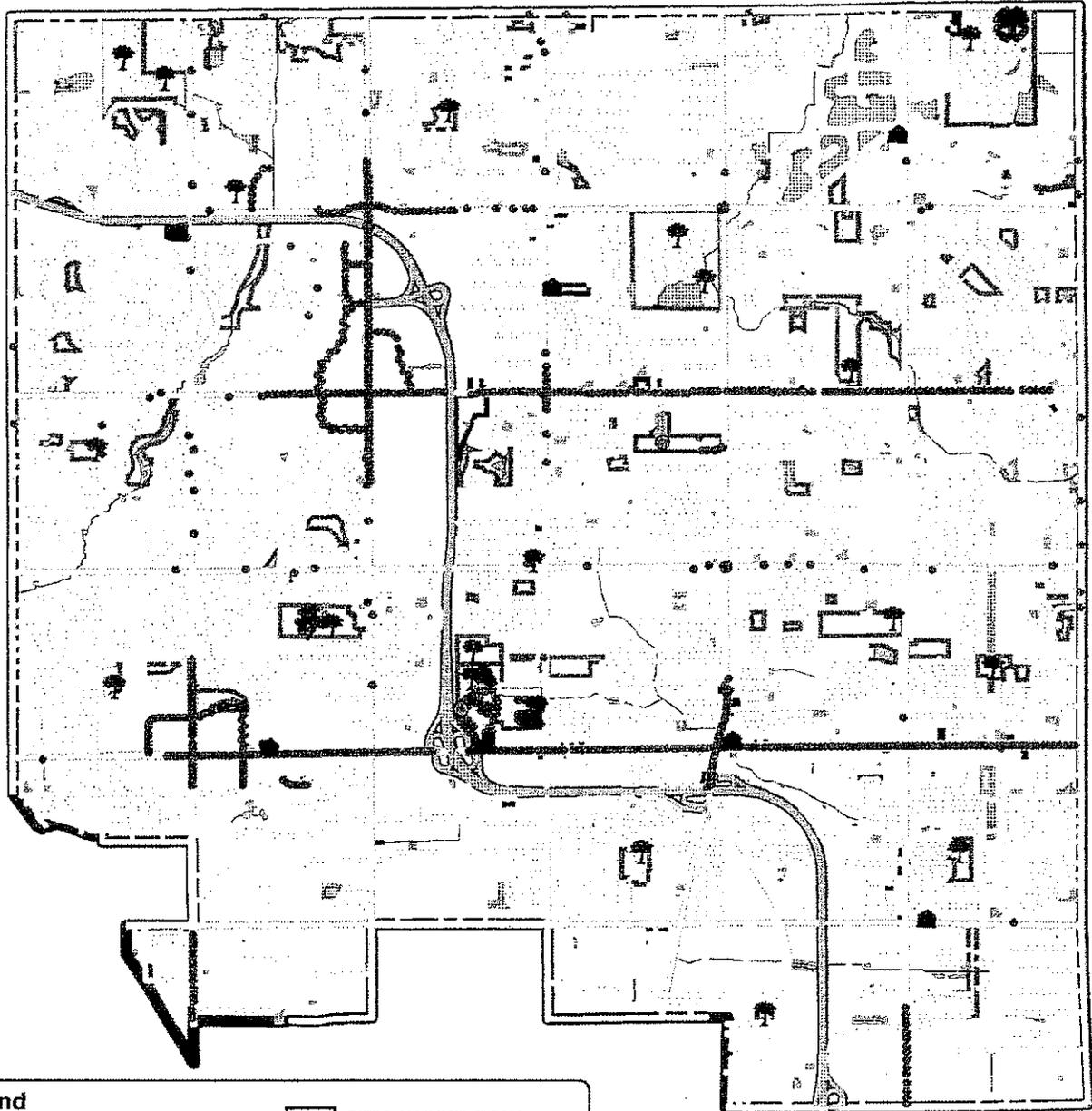
Legend

- | | | | |
|--|------------------------|--|-------------------------------------|
| | Traffic Signal | | Communication Tower - Private |
| | Public School Building | | Street Lamps - DTE |
| | Building > 10 Stories | | Troy School District Owned Property |
| | Tornado Siren | | Oakland County Owned Property |



Wireless Oakland

City Owned Infrastructure Locations



Legend

- | | |
|-----------------------------|---------------------|
| Public Park | CITY OWNED ROW |
| Fire Station | RETENTION BASIN |
| Public Safety Communication | CITY OWNED PROPERTY |
| Street Lamps - TROY | TROY FIRE DEPT |
| | CITY PARK |

Exhibit B

Public Asset License Agreement

PUBLIC ASSETS LICENSE AGREEMENT

This License Agreement (“Agreement”) is made ___ day of _____, 200___ between the County of Oakland, a Michigan Constitutional Corporation, located at 1200 North Telegraph Road, Pontiac, Michigan 48341 (“County”), on behalf and as an agent of the City of Troy, Michigan, located at 500 W. Big Beaver Rd., Troy, MI 48084 (“Municipality”) and Michtel Communications, LLC, located at 10 West Huron, Pontiac, Michigan 48342 (“Licensee”).

The Parties agree to the following terms and conditions:

1. **Definitions.** The following words and expressions used throughout this License, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this License, the Attachments attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, as defined herein, whether such Claim is brought in law or equity, tort, contract, or otherwise.
 - 1.3. **Contract** means the contract between the County and Licensee and all the properly promulgated amendments.
 - 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons’ successors.
 - 1.5. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.6. **Equipment** means the access points or their equivalents used to operate the wireless internet service and that will be placed on the Public Assets.
 - 1.7. **Licensee** means Michtel Communications, LLC, 10 West Huron, Pontiac, Michigan 48342, and all employees, subcontractors, and agents of Licensee.
 - 1.8. **Municipality** means the City of Troy, a Municipal and Constitutional Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons’ successors.
 - 1.9. **Public Assets** means the real or personal property owned by the Municipality and identified as Public Assets in Exhibit A and Section 3.2 of the Agreement.

- 1.10. **Wireless Oakland Initiative** means the wireless internet service that will blanket all 910 square miles of Oakland County which will be provided, owned, and operated by a contractor selected by Oakland County.
2. **Grant of License**. The County, on behalf of and as an agent of the Municipality, grants a non-exclusive license to use the Public Asset solely for the purposes set forth in this Agreement.
3. **Term**. The term of this License shall be until the earlier of the following:
 - 3.1. December 31, 2012; or
 - 3.2. When the Equipment has not been used to provide wireless internet service by Licensee for a period of ninety (90) consecutive Days; or
 - 3.3. When Licensee, at its election and with or without cause, delivers written notice of termination to County at least one-hundred and eighty (180) Days prior of the date of such termination;
 - 3.4. Upon either Licensee or the County giving written notice to the other of the occurrence or existence of a default by the other Party under the License or the Contract and the defaulting Party fails to cure, or commence good faith efforts to cure, such default within sixty (60) Days after delivery of such notice; or
 - 3.5. Unless the County grants a written extension, one year from the effective date of this License if Licensee has not started the construction and installation of the Equipment and two (2) years from the effective date of this License, if by such time construction and installation of the Equipment is not complete.
4. **Use**.
 - 4.1. Licensee shall use the license provided under this License for providing wireless internet service as more fully described in the Contract.
 - 4.2. Licensee and its Equipment may not unduly burden or interfere with the present or future use of the Public Asset. The Municipality may not unduly burden or interfere with or authorize third parties to unduly burden or interfere with Licensee's Equipment. Licensee's Equipment shall not endanger or injure persons or property in or about the Property. If the County or Municipality reasonably determine that any portion of the Equipment constitutes an undue burden or interference, due to changed circumstances, Licensee, at its sole expense, will modify the Equipment or take such other actions as the County or Municipality may determine is in the public interest to remove or alleviate the burden, and Licensee will do so within a reasonable time period.
 - 4.3. **Restoration of Public Asset**. Licensee will immediately, subject to seasonal work restrictions, restore, at Licensee's sole expense, in a manner approved by the Municipality, any portion of the Public Asset that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Equipment to a reasonably equivalent, or at Licensee's option, a better condition. In the event that Licensee fails to make such repair within a reasonable time, the Municipality may make the repair and Licensee will pay the costs the Municipality incurs for such repair.

- 4.4. Removal of Equipment. Within ninety (90) Days of termination of this License, Licensee shall remove all Equipment on the Public Asset and restore the Public Asset according to Section 4.3. In the event, Licensee fails to remove the Equipment within the ninety (90) day period, the Municipality may remove such Equipment and Licensee shall pay all costs to the Municipality that are associated with the removal.
- 4.5. Marking. Licensee will mark the equipment pursuant to the Municipality's requirements, including and not limited to ordinances, rules, regulations and policies. Licensee will use its best efforts to have the equipment blend in with the surroundings and minimize the visibility of the equipment.
- 4.6. Tree Trimming. Licensee may trim trees upon and overhanging the Property to prevent the branches of such trees from coming into contact with the Equipment, consistent with any standards adopted by the Municipality. Licensee will dispose of all trimmed materials at its sole cost and expense. Licensee will minimize the trimming of trees to that essential to maintain the integrity of the Equipment. Except in emergencies, all trimming of trees on the Property must have advanced approval of Municipality.
- 4.7. Installation and Maintenance. The construction, installation, and maintenance of the Equipment shall only be performed pursuant to permit plans approved by the Municipality prior to such construction, installation or maintenance. Licensee will install and maintain the Equipment in a safe condition. Licensee may perform maintenance on the Equipment without prior approval of the Municipality if Licensee obtains any permits required by the Municipality for any maintenance, which would disturb or block vehicular traffic or is otherwise required by the Municipality.
- 4.8. Relocation. If Municipality or County requests Licensee to relocate, protect, support, disconnect, or remove its Equipment because of street or utility work, or other public projects, Licensee will relocate, protect, support, disconnect, or remove its Equipment, at its sole cost and expense, for the duration of the work or project. The work shall be completed within a reasonable time.
- 4.9. Public Emergency. The Municipality or County has the right to sever, disrupt, or otherwise destroy the Equipment of Licensee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, the Municipality will attempt to provide notice to Licensee. Public emergencies are any condition, which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Licensee is responsible for repair, at its sole cost and expense, of any of its Equipment damaged pursuant to any such action taken by the Municipality or County under this Section.
- 4.10. Access. The Municipality may impose certain reasonable restrictions on the access to the public assets, in accordance with the ordinances, customs or rules and regulations of the Municipality.

5. **General Terms.**

- 5.1. Compliance with Laws. Licensee must comply with all laws, statutes, ordinances, rules, policies, and regulations (including but not limited to tax statutes) regarding the

construction, installation, and maintenance of its Equipment, whether federal, state or local, now in force or which may be promulgated. Before any installation is commenced, Licensee must secure all necessary permits, licenses and approvals from Municipality or other governmental entity, as may be required by law. Licensee must comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) the National Electric Code (latest edition), and the International Construction Code (latest edition).

5.2. Identification. All personnel of Licensee who, as part of their normal duties have contact with the public, will wear on their clothing a clearly visible identification card bearing Licensee's name, their name and photograph. Licensee will account for all identification cards at all times. Every service vehicle of Licensee will be clearly identified as such to the public, for example, a magnetic sign with Licensee's name and telephone number.

5.3. Indemnification.

5.3.1. Indemnity. Licensee shall release, defend, indemnify, protect, and hold harmless the County and Municipality from any and all Claims arising out of or resulting from the acts or omissions of Licensee, or anyone claiming by or through them.

5.3.2. Notice, Cooperation. The Municipality or the County will notify Licensee promptly in writing of any Claim. Municipality or County will cooperate with Licensee in every reasonable way with respect to the defense of any such Claim.

5.3.3. Settlement. Municipality or County will not settle any Claim subject to indemnification without the advance written consent of Licensee, which consent may not unreasonably be withheld. Licensee has the right to defend or settle, at its own expense, any Claim against Municipality or County for which Licensee is responsible.

5.4. Insurance.

5.4.1. Coverage Required. Licensee must obtain all insurance as set forth below and file certificates evidencing it with the Municipality and the County. Such insurance must be maintained in full force and effect until the end of the Term.

- Commercial general liability insurance, including products and completed operations liability, independent contractors liability, contractual liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than \$5,000,000.00.
- Liability insurance for sudden and accidental environmental contamination with minimum limits of \$1,000,000.00 and providing

coverage for claims discovered within three (3) years after the term of the policy.

- Automobile liability insurance including automobile no-fault and hired and non-hired automobiles in an amount not less than \$5,000,000.00.
- Workers' compensation insurance with statutory limits, employer's liability insurance with \$1,000,000.00 limits, and any applicable Federal insurance of a similar nature.
- The coverage amounts set forth above may be met by a combination of underlying or primary and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy must provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverage for any reason during the Term, or, when longer, for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- Licensee will annually provide Municipality and County with a certificate of insurance evidencing such coverage.
- All insurance policies, other than environmental contamination, will be written on an occurrence basis and not on a claims-made basis and the insurance policies shall contain a general aggregate per project.

5.4.2. Additional Insured. The Municipality and the County shall be named as an additional insured on all policies other than worker's compensation and employer's liability. All insurance policies will provide that they may not be cancelled, materially changed or not renewed unless the insurance carrier provides sixty (60) days prior written notice to the Municipality.

5.4.3. Qualified Insurers. All insurance will be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers will be rated A+ or better by A.M. Best Licensee.

5.4.4. Deductibles. The insurance policies required by this section shall not have deductibles in excess of \$50,000. Licensee will indemnify and save harmless the Municipality or County from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished.

- 5.4.5. Contractors. Licensee's contractors and subcontractors working on the Property will carry in full force and effect all insurance coverages required by this Agreement. In the alternative, Licensee, at its expense, may provide such coverage for any or all its contractors or subcontractors by adding them to Licensee's policies.
- 5.4.6. Insurance Primary. Licensee's insurance coverage shall be primary and non-contributory over any other valid insurance or self-insurance carried by either the Municipality or the County.
- 5.4.7. Subrogation. The Licensee's insurance policies providing coverage for real and/or personal property shall contain a waiver of subrogation by which the insurance carrier waives all of such carrier's rights to proceed against the County and/or the Municipality. Licensee releases the County and the Municipality from any claims by them or anyone claiming through or under them by way of subrogation for damage caused by or resulting from risks insured under any insurance policy carried by Licensee.
- 5.5. Fees/Costs. Licensee is still subject to all municipal construction permitting requirements (including but not limited to fees and costs), unless such fees or costs are waived by the Municipality.
- 5.6. Assignment. Licensee shall not assign the License, unless prior written approval is received from the County and the Municipality.
- 5.7. Notices.
- 5.7.1. Notices. All notices under this Permit must be given as follows:
- If to Municipality: Information Technology Director, 500 W. Big Beaver Rd., Troy, MI 48084.
 - If to County: Oakland County Department of Information Technology, Director, 1200 N. Telegraph Rd., Building 49, West Pontiac, MI 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 N. Telegraph Rd., Pontiac, MI 48341.
 - If to Licensee: _____
 - _____
 - _____
- 5.7.2. Change of Address. Licensee and Municipality or County may change its address or personnel for the receipt of notices at any time by giving notice to the other as set forth above.
- 5.8. Bond. Licensee shall supply a bond payable to the Municipality and the County which shall be executed by a corporation authorized to contract as a surety in the State of Michigan and which is on the United States Treasury list. The amount of the bond shall be \$100,000.00 and will ensure the performance of all requirements of this License. This bond shall be renewed annually. Evidence of such bond shall be provided to the County and the Municipality upon request.

- 5.9. Interpretation and Severability. The provisions of this License are liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision of this License be held unconstitutional, invalid, overbroad or otherwise unenforceable, such holding may not be construed as affecting the validity of any of the remaining conditions of this License. If any provision in this License is found to be partially overbroad, unenforceable, or invalid, Licensee and County may nevertheless enforce such provision to the extent permitted under applicable law.
- 5.10. Governing Law. This License is governed by the laws of the State of Michigan.
- 5.11. Discrimination. The Licensee shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- 5.12. Reservation of Rights. This License does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Municipality or the County.
- 5.13. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this License shall constitute a waiver of those rights with regard to any existing or subsequent breach of this License. No waiver of any term, condition, or provision of this License, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this License. No waiver by either Party shall subsequently affect its right to require strict performance of this License.
- 5.14. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this License are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this License. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this License shall be deemed the appropriate plurality, gender or possession as the context requires.
- 5.15. License Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this License must be in writing and agreed to by both Parties.
- 5.16. Entire Agreement. This License represents the entire agreement and understanding between the Parties. This License supersedes all other oral or written agreements between the Parties. The language of this License shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, _____ acknowledges that he/she has been authorized to execute this License on behalf of Licensee and hereby accepts and binds Licensee to the terms and conditions of this License.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, _____ acknowledges that he has been authorized to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____

WITNESSED: _____ DATE: _____

Exhibit C

Wireless Oakland Advisory Board

1. The purpose of the Wireless Oakland Advisory Board shall be to:
 - a. Provide advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service and the captive portal; and
 - b. Create, regularly review, and amend, when necessary, the Wireless Oakland Advisory Board Bylaws.
2. The Wireless Oakland Advisory Board shall consist of the followings persons:
 - a. The Oakland County Chief Information Officer or similar position at the County, if there is no Chief Information Officer, who shall be the chairperson of the Wireless Oakland Advisory Board;
 - b. A representative from the owner/operator of the wireless internet service;
 - c. A representative from Automation Alley;
 - d. A representative from a university, college, or community college in Oakland County;
 - e. A representative from a K-12 educational institution;
 - f. Seven representatives from cities, villages, and townships in Oakland County;
 - g. Five representatives from private business;
 - h. A representative from the Oakland County Board of Commissioners.
 - i. Two citizens appointed by the County Executive; and
 - j. A representative from the Oakland County Road Commission.
3. The members of the first/initial Wireless Oakland Advisory Board shall be selected and appointed by the Oakland County Executive except for the representatives from the cities, villages, and townships which shall be selected and appointed to the first/initial Wireless Oakland Advisory Board pursuant to this Agreement. When subsequent vacancies occur or membership terms expire, new members shall be appointed pursuant to the Wireless Oakland Advisory Board Bylaws.

4. The Wireless Oakland Advisory Board shall meet at least quarterly. Proper notice of the meetings shall be sent to all members at least seven (7) calendar days before the meeting is scheduled.

Exhibit D

Contract between Oakland County and Michtel

A REVISED FINAL VERSION OF THE CONTRACT WILL BE SUBMITTED TO YOU AT MONDAY'S MEETING.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

**OAKLAND COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING DIVISION**

CONTRACT NUMBER:

Contract Expiration Date: (6 Year Contract)

1

This Contract is made between the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, and MICHTEL COMMUNICATIONS, LLC, as further described in the following Table. In this Contract, either Michtel or the County may also be referred to individually as a "Party" or jointly as the "Parties".

COUNTY OF OAKLAND 1200 N. Telegraph Road Pontiac, MI 48341-0047 (herein, the "County")	MICHTEL COMMUNICATIONS, LLC Michigan Corporate I. D. No. 10 West Huron Pontiac, MI 4834 (herein "Michtel")
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INTRODUCTION

- A. The purpose of this Contract is to blanket the County with a wireless internet service. Citizens, business entities, and governmental entities will all benefit from this wireless internet service. The citizens of the County will be more prepared to fill high-tech jobs; business entities will be better prepared to compete in the global market; and governmental entities, including Oakland County, will realize increased efficiencies when providing services to their citizens.
- B. On April 29, 2005, a Request for Qualifications (RFQ) was released seeking proposals for Countywide wireless internet service.
- C. On May 25, 2005, a pre-bid meeting was held for those entities interested in responding to the RFQ, with proposals to the RFQ due on June 27, 2005.
- D. On June 27, 2005, Michtel submitted a proposal to the RFQ.

OAKLAND COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET-PURCHASING DIVISION-
CONTRACT NUMBER



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

- E. Michtel was selected to provide the Countywide wireless internet service.
- F. As more fully described in this Contract, Michtel shall own, install, operate, manage, and maintain the wireless internet service.
- G. Michtel shall retain all revenue generated from and associated with the wireless internet service.
- H. The County shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
- I. This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF WORK

SECTION 4. FINANCIAL RESPONSIBILITIES

SECTION 5. ASSURANCES AND WARRANTIES

SECTION 6. INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "Michtel Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Michtel, and also includes any Michtel contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "Michtel Employee" shall also

include any person who was a Michtel Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.2. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgements, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. "County" means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.
- 1.4. "County Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. "Contract Documents" This Contract includes and fully incorporates herein all of the following documents and their properly promulgated amendments:
 - 1.6.1. Exhibit I: Scope of Work
 - 1.6.2. Exhibit II: Implementation Schedule
 - 1.6.3. Exhibit III: Wireless Oakland Advisory Board
 - 1.6.4. Exhibit IV: License Agreement for Public Assets
 - 1.6.5. Exhibit V: Map Book



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

- 1.7. "Wireless Oakland Advisory Board" means the Board that provides advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service.
- 1.8. "Wireless Oakland Initiative" means the wireless internet service that will blanket all 910 square miles of Oakland County which will be provided, owned, and operated by a contractor selected by Oakland County.
- 1.9. "Public Asset(s)" means any real or personal property including, but not limited to, structures, facilities, antennae, and/or land, owned by the Municipality.

§2. **CONTRACT EFFECTIVE DATE AND TERMINATION**

- 2.1. The effective date of this Contract shall be _____, and unless otherwise terminated or canceled as provided below, it shall end at 11:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract. This Contract may be renewed for six (6) additional terms of one (1) year each prior to the Contract Expiration or prior to the expiration of each additional one (1) year term by either Party providing notice of its intent to renew to the other Party thirty (30) Days before Contract Expiration or expiration of the renewal term. Notwithstanding the above, under no circumstances shall this Contract be effective and binding until and unless:
 - 2.1.1. This Contract is signed by a Michtel Employee, legally authorized to bind Michtel; and
 - 2.1.2. This Contract is signed by an authorized agent of the Oakland County Purchasing Division, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 2.2. The County may terminate and/or cancel this Contract (or any part thereof) at anytime upon ninety (90) Days written notice to Michtel, if Michtel defaults in any obligation contained herein, and within the ninety (90) Days notice period Michtel has failed or has not attempted to cure any such default. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.
- 2.3. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Michtel may have realized but for the termination and/or cancellation of this Contract. The County shall not be obligated to pay Michtel any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 2.4. Michtel may terminate and/or cancel this Contract (or any part thereof) at anytime upon one hundred and eighty days (180) days written notice to the County, if the County defaults in any obligation contained herein, and within the one hundred and eighty days (180) notice period the County has failed or has not attempted to cure any such default.

The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice.

§3. **SCOPE OF WORK**

- 3.1. Michtel and the County shall perform all services identified and itemized in Exhibit I, Scope of Work.
- 3.2. Michtel shall perform the work set forth in Exhibit I, according to the Implementation Schedule set forth in Exhibit II.
- 3.3. Michtel shall retain all revenue generated from and associated with the wireless internet service.
- 3.4. The County shall receive no money, revenue, or in-kind services generated from or associated with the wireless internet service.
- 3.5. Michtel shall accept and review advice, recommendations, and suggestions from the Wireless Oakland Advisory Board regarding the installation, operation, management, and maintenance of the wireless internet service, when such advice, recommendations, and/or suggestions are received by Michtel from the Wireless Oakland Advisory Board. The structure and organization of the Wireless Oakland Advisory Board are set forth in Exhibit III.

§4. **FINANCIAL RESPONSIBILITIES**

- 4.1. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Michtel in connection with or resulting from Michtel's performance of work under this Contract.
- 4.2. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

§5. **ASSURANCES AND WARRANTIES**

- 5.1. Service Warranty. Michtel warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. Michtel will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Equipment and Supplies. Michtel is responsible for providing all equipment and supplies to perform the work required by this Contract.

- 5.4. Taxes. Michtel shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse Michtel for any federal, state and local taxes or fees of any kind.
- 5.5. Michtel's Incidental Expenses. Michtel shall be solely responsible and liable for all costs and expenses incident to the performance of all work required by this Contract including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Michtel Employees.
- 5.6.1. Michtel shall employ and assign qualified Michtel Employees as necessary and appropriate to provide the Work under this Contract. Michtel shall ensure all Michtel Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.6.2. Michtel shall solely control, direct, and supervise all Michtel Employees with respect to all Michtel obligations under this Contract. Michtel will be solely responsible for and fully liable for the conduct and supervision of any Michtel Employee
- 5.6.3. All Michtel Employees shall wear and display appropriate county-provided identification at all times while working on County premises.
- 5.6.4. All Michtel Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County.
- 5.7. Michtel Employee-Related Expenses. All Michtel Employees shall be employed at Michtel's sole expense (including employment-related taxes and insurance) and Michtel warrants that all Michtel Employees shall fully comply with and adheres to all of the terms of this Contract. Michtel shall be solely and completely liable for any and all applicable Michtel Employee's federal, state, or local payment withholdings or contributions and/or any and all Michtel Employee related pension or welfare benefits plan contribution under federal or state law. Michtel shall indemnify and hold the County harmless for all Claims against the County by any Michtel Employee, arising out of any contract for hire or employer-employee relationship between the Michtel and any Michtel Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.
- 5.8. Full Knowledge of Service Expectations and Attendant Circumstances. Michtel warrants that before entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Michtel is responsible for being adequately and properly prepared to execute this

Contract. Michtel has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

- 5.9. Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either Michtel or any Michtel Employee. All Michtel Employees assigned to provide services under this Contract by Michtel shall, in all cases, be deemed employees of Michtel and not employees, agents or sub-contractors of the County.

§6. INDEMNIFICATION

6.1. Indemnification.

6.1.1. Michtel shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Michtel or Michtel's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.

6.1.2. Michtel shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.

6.1.3. Michtel waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the County based upon any Claim brought against the County suffered by a Michtel Employee.

§7. GENERAL TERMS AND CONDITIONS

7.1. While Michtel retains the right to perform services at any time, the Michtel must obtain prior permission by the County for access to County facilities after the County's regular business hours.

7.2. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.3. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"ASSURANCES AND WARRANTIES";

"INDEMNIFICATION";

“Damage Clean Up To County Property and/or Premises”;

“Audit”;

“Severability”;

“Governing Law/Consent To Jurisdiction And Venue”; and

“Survival of Terms And Conditions”.

- 7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract 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 Contract, and/or any other right, in favor of any other person or entity.
- 7.5. Compliance with Laws. Michtel shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.6. Permits and Licenses. Michtel shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Michtel shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 7.7. Discrimination. Michtel shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.
- 7.7.1. Michtel shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Michtel.
- 7.7.2. The County, in its discretion, may consider any illegal discrimination described above as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract 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.
- 7.9. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other

government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the effected Party of any such event. Michtel is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

- 7.10.** Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Michtel shall identify any Michtel Employee or relative of Michtel's Employees who are presently employed by the County. Michtel shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Michtel.
- 7.11.** Damage and Clean up to County Property and/or Premises. Michtel shall be responsible for any damage to any County property, its premises, or a County Agent that is caused by Michtel or Michtel's Employees. If damage occurs, Michtel shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Michtel shall reimburse the County the actual cost for repairing or replacing the damage property. Michtel shall be responsible for assuring that all County and municipal sites are restored to their original condition after work performed under this Contract is complete.
- 7.12.** Use of Confidential Information. Michtel and/or Michtel Employees and the County shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Michtel Employee or County Agent not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, a Party may disclose the Confidential Information if required or permitted by law, statute or other legal process; provided that the Party (i) gives the other Party prompt written notice of an impending disclosure, (ii) provides reasonable assistance to the other Party in opposing or limiting the disclosure, and (iii) makes only such disclosure as is permitted, compelled, or required.
- 7.12.1.** This Contract imposes no obligation upon a Party with respect to any Confidential Information which it can establish by legally sufficient evidence: (i) was in the possession of, or was known by the Party, prior to its receipt from the other Party, without an obligation to maintain its confidentiality; or (ii) is obtained by a Party from a third party having the right to disclose it, without an obligation to keep such information confidential.

- 7.12.2. As used in this Contract, Confidential Information means all information that a Party is required or permitted by law to keep confidential.
- 7.13. Michtel Use of County Licensed Software. In order for the Michtel to perform its services under this Contract, the County may permit Michtel or Michtel Employees to access certain copyrighted Software licensed to the County. Michtel or Michtel Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither the Michtel nor Michtel Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Michtel nor Michtel Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 7.14. Project Managers. Each Party shall designate an employee or agent to act as a Project Manager. The Project Managers shall serve as a contact point for all matters related to the services to be performed under this Contract. Michtel's Project Manager shall coordinate with the County's Project Manager, Michtel shall provide the name and qualifications of its Project Manager and an alternate.
- 7.15. Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or effecting the Parties may first be submitted to the respective Project Managers for possible resolution. The Project Managers may promptly meet and confer in an effort to resolve such dispute. If the Project Managers cannot resolve the dispute in five (5) Days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.
- 7.16. Access and Records. Michtel will maintain accurate books and records in connection with the services provided under this Contract for 36 months after end of this Contract, and provide the County with reasonable access to such book and records.
- 7.17. Michtel shall provide the County access to audited financial statements upon written request by the County. Access to the audited financial statements shall be provided in a mutually agreed to time.
- 7.17.1.
- 7.18. Delegation /Subcontract/Assignment. Michtel shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.18.1. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.



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OAKLAND COUNTY
PURCHASING DIVISION

- 7.18.2. Any assignment, delegation, or subcontract by Michtel and approved by the County, must include a requirement that the assignee, delegee, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.18.3. Michtel shall remain primarily liable for all work performed by any subcontractors. Michtel shall remain liable to the County for any obligations under the Contract not completely performed by any Michtel delegee or subcontractor.
- 7.18.4. Should a Subcontractor fail to provide the established level of service and response, Michtel shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of Michtel.
- 7.18.5. This Contract cannot be sold.
- 7.18.6. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.19. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 7.20. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Michtel's promise to indemnify or hold the County harmless is found illegal or invalid, Michtel shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.21. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.22. Notices. Notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

7.22.1. If notice is sent to Michtel, it shall be addressed to:

Name
Title
Address
Address

7.22.2. If notice is sent to the County, it shall be addressed to:

Mr. Joseph Hylla, Manager
Oakland County Purchasing Division
1200 N. Telegraph Road
Pontiac, MI 48341

7.22.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.23. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Michtel Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the Oakland County Board of Commissioners.

7.24. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgement obtained in such forum or taking action under this Contract to enforce such judgement in any appropriate jurisdiction.

7.25. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.



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**OAKLAND COUNTY
PURCHASING DIVISION**

The undersigned executes this Contract on behalf of Michtel and the County, and by doing so legally obligates and binds Michtel and the County to the terms and conditions of this Contract.

FOR MICHTEL:

BY: _____ DATE: _____

_____ appeared in person before me this day and executed this Contract on behalf of Michtel and acknowledged to me under oath that

_____ has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Michtel to fully and completely obligate and bind Michtel to the terms and conditions of this Contract and also acknowledged to me under oath having been provided with copies and having read and reviewed the Contract.

Subscribed and sworn to before me on this _____ day of _____, 2005.

Notary Public
_____, County, Michigan

My Commission Expires: _____

FOR THE COUNTY:

BY: _____ DATE: _____
Joseph Hylla, Manager,
Oakland County Purchasing Department

APPROVED AS TO SCOPE OF WORK:

BY: _____ DATE: _____

Contract Administrator
2005-0072 COUNTY WIDE WIFI (WIRELESS FIDELITY) INTERNET NETWORK\MICHTEL CONTRACT DRAFT 1.DOC

EXHIBIT I
Scope of Work

EXHIBIT II
Implementation Schedule

1. Michtel shall provide wireless internet service pursuant to this Contract to the areas in the Municipalities outlined in the map book attached as Exhibit V by February 28, 2006, provided that _____.
2. Michtel shall provide the County and the Wireless Oakland Advisory Board with an implementation schedule for wireless internet service for the remaining areas of the County, the areas not covered by Exhibit V, within forty-five (45) Days of execution of the Contract by both Parties.

EXHIBIT III
Wireless Oakland Advisory Board

1. The purpose of the Wireless Oakland Advisory Board shall be to:
 - a. Provide advice, recommendations, and suggestions regarding the installation, operation, management, and maintenance of the wireless internet service and the captive portal; and
 - b. Create, regularly review, and amend, when necessary, the Wireless Oakland Advisory Board Bylaws.

2. The Wireless Oakland Advisory Board shall consist of the followings persons:
 - a. The Oakland County Chief Information Officer or similar position at the County, if there is no Chief Information Officer, who shall be the chairperson of the Wireless Oakland Advisory Board;
 - b. A representative from the owner/operator of the wireless internet service;
 - c. A representative from Automation Alley;
 - d. A representative from a university, college, or community college in Oakland County;
 - e. A representative from a K-12 educational institution;
 - f. Seven representatives from cities, villages, and townships in Oakland County;
 - g. Five representatives from private business;
 - h. A representative from the Oakland County Board of Commissioners;
 - i. Two citizens appointed by the County Executive; and
 - j. A representative from the Oakland County Road Commission.

3. The members of the first/initial Wireless Oakland Advisory Board shall be selected and appointed by the Oakland County Executive except for the representatives from the cities, villages, and townships which shall be selected and appointed to the first/initial Wireless Oakland Advisory Board by the seven pilot municipalities. When subsequent vacancies occur or membership terms expire, new members shall be appointed pursuant to the Wireless Oakland Advisory Board Bylaws.

4. The Wireless Oakland Advisory Board shall meet at least quarterly. Proper notice of the meetings shall be sent to all members at least seven (7) calendar days before the meeting is scheduled.