

SCADA SITE LICENSE AGREEMENT

THIS AGREEMENT is entered into on _____ 2015 between the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, by and through the Oakland County Water Resources Commissioner in his capacity as the "County Agency" pursuant to Act 342 of the Public Acts of 1939, as amended ("Act 342") and Miscellaneous Resolution #93-075 whose address is One Public Works Drive, Building 95 West, Waterford, Michigan 48328 (hereafter, the "COUNTY") and the CITY OF ROCHESTER HILLS ("ROCHESTER HILLS") a Michigan Municipal Corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan, 48309.

RECITATIONS:

WHEREAS, ROCHESTER HILLS has requested the COUNTY's permission to install, operate and maintain a Supervisory Control And Data Acquisition ("SCADA") system and related facilities on certain property ("SUBJECT PROPERTY") owned by the COUNTY identified on the attached **Exhibit 1**; and,

WHEREAS, ROCHESTER HILLS is limited to installing a SCADA system and related facilities consisting of one (1) Omni or Yagi antennae at 900 mh frequency; and,

WHEREAS, ROCHESTER HILLS intends and represents that the SCADA system and related facilities will not cause any frequency interference to other communication facilities and will be used by ROCHESTER HILLS to monitor its own systems; and,

NOW, THEREFORE in consideration of mutual promises, responsibilities and obligations set forth herein, the COUNTY and ROCHESTER HILLS agree:

1. Grant of License. Subject to, and conditioned upon, ROCHESTER HILLS's continued conformance to and fulfillment of the terms and conditions set forth in this Agreement, ROCHESTER HILLS shall be, and hereby is, granted a license allowing the SCADA system and related facilities to be constructed and/or installed on the SUBJECT PROPERTY, as approved by the COUNTY, and more fully described on **Exhibit 2**. Except as specifically provided in this Agreement, nothing contained herein shall be construed to lessen or otherwise alter the COUNTY's rights or interests in the SUBJECT PROPERTY, and the license may be revoked by the COUNTY any time as provided in paragraph 9.

2. Rochester Hills's Responsibility: Compliance with laws. During this Agreement, ROCHESTER HILLS shall have full and exclusive responsibility for the design, installation, operation, maintenance, repair and removal of the SCADA system and related facilities. ROCHESTER HILLS shall perform and conduct the installation, operation, maintenance, repair and removal of the SCADA system and related

facilities in a neat and workmanlike manner consistent with good engineering practices. ROCHESTER HILLS shall undertake all appropriate measures to ensure the safety of the site during and following installation. ROCHESTER HILLS shall conform with and remain subject to all applicable federal, state and local laws, ordinances, regulations, rules and requirements relating to the installation, operation, and maintenance, repair and removal of the SCADA system and related facilities.

3. Access. ROCHESTER HILLS shall have access to the SUBJECT PROPERTY throughout the duration of this Agreement. However, ROCHESTER HILLS shall contact the COUNTY prior to undertaking any maintenance, repair, installation or removal of equipment or related facilities on the SUBJECT PROPERTY.
4. Indemnification. To the extent permitted by law, ROCHESTER HILLS shall hold harmless, indemnify, represent and defend the COUNTY, its elected and appointed officials, employees, volunteers and agents from and against claims, demands, suits, liability or loss, including all costs and reasonable attorney fees and/or damages connected therewith, for personal injury, property damage or other claim related to or arising out of this Agreement, including but not limited to the design, installation, operation, use, maintenance, repair and removal of the SCADA system and related facilities. Notwithstanding the foregoing, nothing herein shall be construed to constitute a waiver of governmental immunity; all immunities provided by law are reserved to the COUNTY and ROCHESTER HILLS.
5. Insurance. It is understood that ROCHESTER HILLS is self-insured. In addition, in the event that ROCHESTER HILLS engages contractors, ROCHESTER HILLS shall require such contractors involved in the installation, operation, maintenance, repair and removal of the SCADA system and related facilities to obtain the following coverages:
 - (a) Workers Compensation Insurance. Worker's Compensation Insurance, including employer's liability coverage, shall be in accordance with all applicable statutes of the State of Michigan.
 - (b) Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include the following: (i) contractual liability; (ii) products and completed operations; (iii) independent contractor's coverage, and (iv) broad form general liability endorsement or equivalents.

- (c) Motor Vehicles Liability Insurance. Motor Vehicle Liability Insurance, including Michigan's no-fault coverage, with limits of liability of not less than \$1,000,000.00 per occurrence for personal injury and property damage combined. Coverage shall include all owned, not owned and hired vehicles.
 - (d) Additional Insured. Commercial General Liability coverage, as described above, shall include an endorsement stating the following shall be "additional insureds" the County of Oakland and the City of Rochester Hills, including their respective elected and appointed officials, employees and volunteers, boards, commissions and/or authorities and board members, including employees and volunteers thereof. These coverages shall be primary to the additional insureds and not contributing with other insurance or similar protection available to the additional insureds even though other available insurance be primary, contributing or excess for claims arising out of activities of the undertaken pursuant to this contract.
 - (e) Cancellation Notice. Commercial General Liability Insurance, as described above, shall include an endorsement stating that ROCHESTER HILLS and the COUNTY shall be given (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in such coverages.
6. Third-Party Use of SCADA System. ROCHESTER HILLS shall not lease, or otherwise assign, delegate or convey any rights and/or obligations under this Agreement, nor shall ROCHESTER HILLS allow the SCADA system or related facilities to be used by any third parties, without first obtaining the COUNTY's written consent, and subject to such other terms and conditions as the COUNTY may require.
 7. Electrical Work. ROCHESTER HILLS agrees that all electrical work, if any described in **Exhibit 2** and required for the SCADA system located at the COUNTY's property, will be performed by a licensed electrician and in accordance with applicable codes and standards.
 8. No Representatives as to Use. Except as expressly stated in this Agreement, the COUNTY makes no representations with respect to the SUBJECT PROPERTY's suitability for the ROCHESTER HILLS's installation and operation of the SCADA system and related facilities.
 9. Duration. This Agreement shall be revocable at the COUNTY's sole discretion. The COUNTY shall provide ROCHESTER HILLS ninety (90) days' prior written notice of its intent to revoke this Agreement. Upon revocation of this Agreement, ROCHESTER HILLS shall dismantle and remove the SCADA system and related facilities and shall restore the SUBJECT PROPERTY to its prior condition.
 10. General. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto, their respective successors, or grantees.

11. Notices. Any notices which either party may be required to give shall be delivered by First Class Mail, postage prepaid and addressed to:

COUNTY: **Chief Engineer**
Water Resources Commissioner
One Public Works Drive
Waterford, Michigan 48328

ROCHESTER HILLS: **Mayor's Office**
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

12. Headings. Topical headings appearing in this Agreement are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

13. Amendment. This Agreement can be modified or amended only by written agreement signed by both the COUNTY and ROCHESTER HILLS.

14. Law. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes any prior understandings and agreements that may have existed between the parties. Any amendment or modification of this Agreement shall be in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized officers as of the day and year indicated above.

COUNTY OF OAKLAND

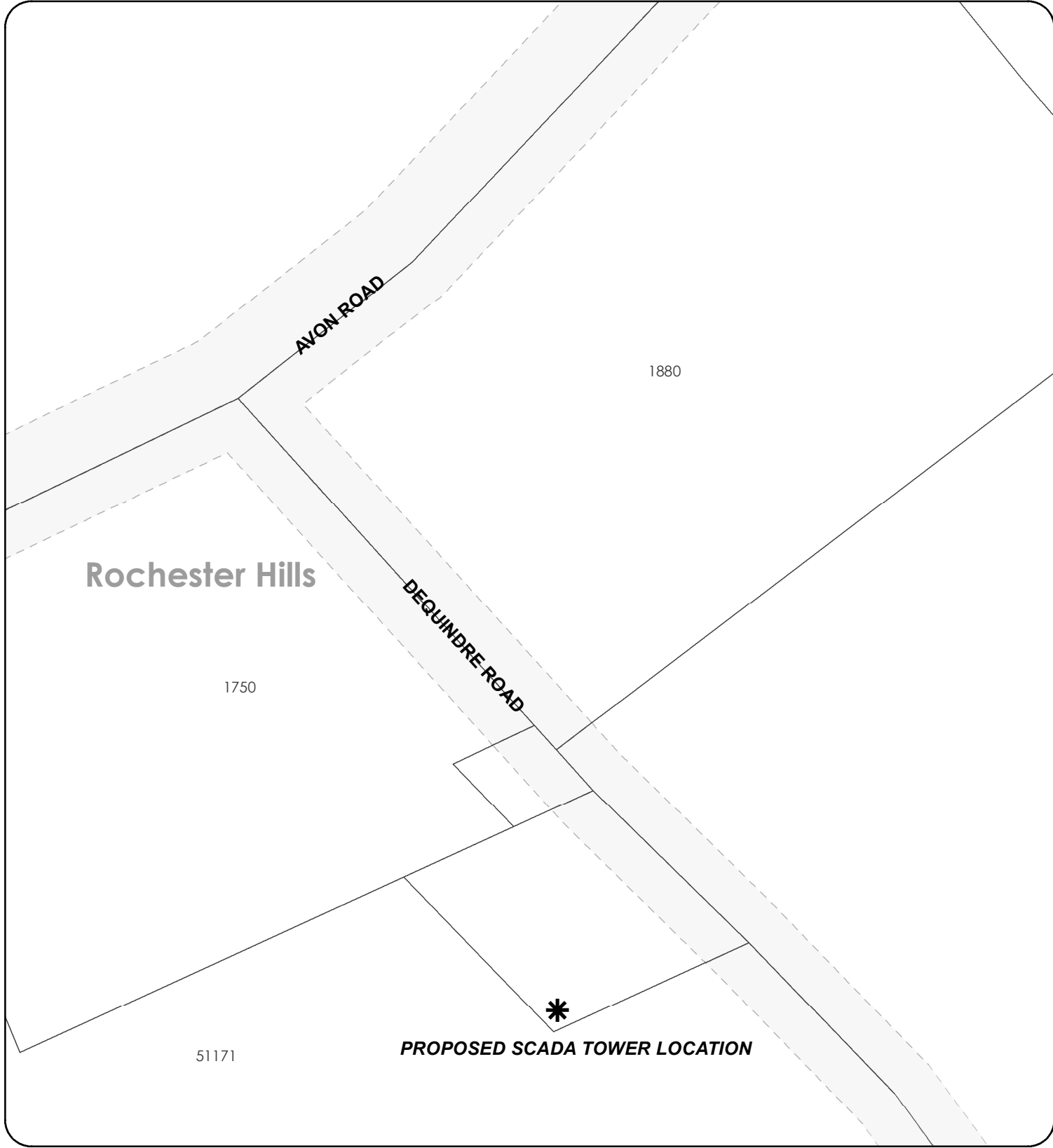
By: _____
Jim Nash
Its: Water Resources Commissioner

Date: _____

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett
Its: Mayor

Date: _____



Legend

- Proposed Tower Location
- Parcels
- Road R.O.W.

**OC-S-2 METER SITE
DEQUINDRE ROAD, SE 1/4 OF SECTION 13
CITY OF ROCHESTER HILLS
SCADA RADIO TOWER SITE LICENSE AGREEMENT
EXHIBIT 1**






1 inch = 100 feet



Disclaimer: The information provided in this system has been compiled from recorded deeds, plats, tax maps, surveys and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for the verification of the information.



Legend

-  Proposed Tower Location
-  Parcels
-  Road R.O.W.

OC-S-2 METER SITE
DEQUINDRE ROAD, SE 1/4 OF SECTION 13
CITY OF ROCHESTER HILLS
SCADA RADIO TOWER SITE LICENSE AGREEMENT
EXHIBIT 2



1 inch = 100 feet



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