

East Bay Charter Township

3

LIAA/ Up North 2 Agreement
Cherry Capital Cable Council Distribution
Allocation

Motion by: _____ Second by: _____
To
Approve Table Deny

Roll call vote:

Aye: _____

Nay: _____

Abstain: _____

Absent: _____

Motion:

Passed

Failed

Sue Courtade

From: Glen Lile
Sent: Monday, June 09, 2008 4:24 PM
To: Sue Courtade
Attachments: Proposed_East_Bay_Contract revised 6-6-08.doc

Sue,

Please send to all Board members, and put on July agenda, Jim Young has reviewed.

Thank You

Glen Lile, Supervisor
East Bay Charter Township
1965 N. Three mile road
Traverse City, MI. 49686
(231) 947-8719
ebtsupervisor@chartermi.net

The City of Traverse City

Office of the City Clerk

GOVERNMENTAL CENTER
400 Boardman Avenue
Traverse City, MI 49684
(231) 922-4480
tcclerk@ci.traverse-city.mi.us



June 17, 2008

Mr. Glen Lile, Supervisor
East Bay Township
1965 Three Mile Road North
Traverse City, MI 49686

Dear Mr. Lile:

Subject: Follow-up – Cherry Capital Cable Council Distribution Allocation

Please consider this letter as a follow-up to my memorandum of April 22, 2008, regarding your organization's portion of the distribution allocation due, as a result of the dissolution of the Cherry Capital Cable Council.

In order for us to issue a check, I again respectfully request that you please inform me in writing as to if your jurisdiction would like: 1) the check issued to your organization; or 2) the check made payable to the 501(c) organization which ultimately assumes hosting and management responsibilities (after an agreement is entered into). Please send your response by the end of the month.

Please feel free to contact our office with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Benjamin C. Marentette".

Benjamin C. Marentette, CMC
Deputy City Clerk

bcm/km

K:\TCCLERK\KMCCA\Correspondence\CCCCEastBay.doc

**CONTRACT BETWEEN EAST BAY CHARTER TOWNSHIP
AND
LAND INFORMATION ACCESS ASSOCIATION**

AGREEMENT

This Agreement is made this ____ day of _____, 2008, by and between the East Bay Charter Township, a Michigan municipal corporation ("Township"), of 1965 North Three Mile Road, Traverse City, Michigan, 49686 and Land Information Access Association, a Michigan nonprofit corporation (LIAA), of 324 Munson Avenue, Traverse City, Michigan, 49686 who agree as follows:

RECITALS

1. The Township desires to provide support for the use of cable television public, educational, and government ("PEG") access channels provided pursuant to state and federal law.
2. The Township has granted a franchise to Charter Communications, Inc. to operate a cable television system in the Township.
3. The franchise agreement with Charter Communications, Inc. provides that certain channel capacity be provided for PEG access.
4. The franchise agreement with Charter Communications, Inc. provides that certain initial and ongoing payments shall be made by Charter Communications, Inc. to the Township, including funds to support PEG access.
5. The franchise agreement with Charter Communications, Inc. provides that certain payments and in-kind services shall be provided by Charter Communications, Inc. to support the operations of the PEG access facilities, equipment and channels.
6. The Township has determined that it will provide support for PEG access through the dedication of thirty percent (30 %) of its franchise fees to defray operation costs and thirty cents (30¢) per subscriber per month to defray capital costs for said purposes.
7. LIAA as the access management entity designated by the Township, has indicated its interest in serving the community by providing PEG access programming and services as set forth in its Proposal to Renew & Rebuild Public Access Television Services in the Grand Traverse Region dated March 21, 2008 ("Proposal"), attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES. In exchange for the funding provided by the Township to LIAA, pursuant to this Agreement, LIAA shall provide the following services:

- A. OPERATE PUBLIC ACCESS CABLE CHANNEL(S).** Operate the public access cable channel(s) for public/community access programming with the primary purpose being to provide a forum for resident citizens, community service groups, nonprofit organizations,

and other non-commercial groups to present their views and to celebrate local achievement, provide community education, encourage civic engagement, present local culture and art appreciation, and support individual expression.

- B. OPERATE THE GOVERNMENT ACCESS CHANNEL(S).** Operate the government access channel(s) for community access programming purposes, with the primary purpose being to administer, coordinate and assist the Township and other participating municipalities requesting access on a non-discriminatory basis.
- C. OPERATE A COMMUNITY ACCESS CENTER.** Manage a video production facility and equipment, available for public use at such hours and times as are determined by LIAA. Access to equipment and facilities shall be open to all citizen residents within the Township's municipal boundaries who satisfactorily complete training class(es) provided by LIAA or who receive a certification from LIAA, identifying said user(s) as having satisfied training requirements through means other than LIAA training classes.
- D. PROVIDE EQUAL ACCESS.** Provide access to the use of the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all citizens resident within the Township's municipal boundaries for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served non-discriminatory basis, pursuant to operating policies and procedures developed by a voluntary citizen advisory committee and promulgated by LIAA. LIAA may also require reasonable payments for the use of studio facilities, the provision of production assistance, and internet-based video archive and retrieval services.
- E. DEVELOP OPERATING POLICIES AND PROCEDURES.** Develop policies and procedures for use and operation of the PEG access equipment, facilities, and channel(s) with the assistance of a voluntary advisory committee and file such policies and procedures with the Township.
- F. COMPLIANCE WITH LAWS RULES, AND REGULATIONS.** Administer the PEG access channel(s) and facilities in compliance with applicable laws, rules, regulations, and in compliance with the franchise agreement between the Township and Charter Communications, Inc. LIAA shall be responsible for obtaining all necessary permits.
- G. TRAINING.** Provide training opportunities for all interested Township residents in the techniques of video production, and provide technical advice in the execution of productions. LIAA may require reasonable payments for the delivery of these and related training programs and the provision of production assistance.
- H. PLAYBACK/CABLECAST.** Provide for the playback/cablecasting of programs on the PEG access channel(s). LIAA shall cablecast an average of 24 hours of local original, replayed and outside programming per week.
- I. MAINTENANCE OF EQUIPMENT.** Provide regular maintenance and repair of all video equipment purchased with monies received pursuant to this Agreement or donated, loaned, or leased to LIAA by the Township.
- J. PROMOTION.** Actively promote the use and benefit of the PEG access channel(s) and facilities to cable subscribers, the public, public officials, PEG access users, and Charter Communications, Inc. through direct contacts, mailed materials, and video messaging.

K. PERFORMANCE REVIEW. LIAA shall seek and collect performance review information from government officials, PEG access users, cable subscribers, and other residents. This information shall be analyzed and compiled for review by the Township.

L. PERSONNEL. LIAA shall hire or supply the necessary personnel to provide services under this Agreement.

M. OTHER ACTIVITIES. Undertake other PEG access programming activities and services as deemed appropriate by LIAA and consistent with the obligation to facilitate and promote access programming and provide nondiscriminatory access, including the use of Internet-based video streaming and video archive and retrieval systems.

SECTION 2. CHANNELS OPEN TO PUBLIC: LIAA agrees to keep the PEG access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the Township, nor Charter Communications, Inc., nor LIAA shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Provided that, nothing herein shall prevent LIAA, the Township, or Charter Communications, Inc. from producing or sponsoring programming, prevent the Township or Charter Communications, Inc. from underwriting programming, or prevent the Township, Charter Communications, Inc., or LIAA from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of channels. LIAA may develop and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public, consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities.

SECTION 3. INDEMNIFICATION. LIAA shall indemnify, defend, and hold harmless the Township, its officers, agents, and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including, payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of LIAA, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

LIAA shall indemnify and hold harmless Township, its officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorney's fees, arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from LIAA's use of channels, funds, equipment, facilities or staff granted under this Agreement or the franchise agreement.

SECTION 4. COPYRIGHT CLEARANCE. Before cablecasting video transmissions LIAA shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors,

music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over the PEG access channels that are operated and managed by LIAA. LIAA shall maintain for the applicable statute of limitations for Township's inspection, upon reasonable notice by Township and for the term of the applicable statute of limitations, copies of all such user agreements.

SECTION 5. COPYRIGHT AND OWNERSHIP. LIAA shall own the copyright of any programs which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produces said programming.

SECTION 6. DISTRIBUTION RIGHTS.

- A. LIAA shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This subparagraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.
- B. At least at the beginning and end of each day that video programming is cablecast on the PEG access channels whose use is authorized by this Agreement, LIAA shall display a credit stating "Partial funding for the operation of this channel is provided by the East Bay Charter Township." Such credit shall also state that opinions expressed in PEG access programs are the sole responsibility of the program producers.

SECTION 7. EQUIPMENT.

- A. LIAA shall be responsible for maintenance of all equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement. The Township shall insure its equipment located at the Township Hall and LIAA shall be responsible for insuring its equipment as provided in Section 8. A list of facilities and equipment owned by the Township at the time of this Agreement is attached hereto as Attachment _____. This list may be supplemented from time to time by the Township as the Township may acquire additional facilities and equipment.
- B. LIAA shall own all equipment acquired by it and purchased with funds received pursuant to this Agreement, except all equipment currently installed and to be installed at the Township Hall shall be owned by the Township.
- C. Upon termination or non-renewal of this Agreement all equipment owned by LIAA not specifically used or required for the video production studio on LIAA's premises and purchased with funds received pursuant to this Agreement shall become the property of the Township or, at the option of the Township, shall be sold and all proceeds shall be distributed to the Township.
- D. If LIAA dissolves or changes its status as a nonprofit organization, it shall, at the Township's option, transfer or sell and distribute all proceeds to the Township or transfer to such organization or organizations designated by the Township to manage access which shall at the time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law) all equipment owned by LIAA not specifically used or required for

the video production studio on LIAA's premises and purchased with funds received pursuant to this Agreement to the Township, or at the Township's option.

- E. LIAA shall purchase or otherwise obtain all equipment necessary to perform its services as described in Section 1 of this agreement by December 31, 2008. The equipment related to the recording and broadcasting of governmental public meetings in the Township shall be at least equivalent to the equipment used in Elmwood Township in Leelanau County.

SECTION 8. INSURANCE. LIAA shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by LIAA and may be included in LIAA's annual budget for the operation of PEG channels pursuant to this agreement.

- A. *COMPREHENSIVE LIABILITY INSURANCE.*** Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, each occurrence and aggregate; (2) property damage, \$1,000,000 for each occurrence and aggregate.
- B. *EQUIPMENT INSURANCE.*** Insurance shall be maintained on all equipment funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe.
- C. *WORKERS' COMPENSATION.*** Full Workers' Compensation Insurance and Employer's Liability with limits as required by Michigan law with an insurance carrier satisfactory to the Township.
- D. *CABLECASTER'S ERRORS AND OMISSION INSURANCE.*** Insurance shall be maintained to cover the content of productions which are cablecast on the access channel in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual access producers.
- E. *NOTIFICATION OF COVERAGE.*** LIAA shall file with the Township proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation; (2) equipment insurance; and (3) cablecaster's error and omission insurance at the time that this agreement is signed.

SECTION 9. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract. LIAA agrees to require similar provisions from any subcontractors.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that each party shall be considered an independent contractor and not an agent or employee of the other. Nor shall an agent or employee of a party be considered an agent or employee of the other party.

Each party shall remain responsible for any claims arising out of their own acts or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase any party's liability for, or immunity from, tort claims. If in the performance of this Agreement any third persons are employed by LIAA, such persons shall be entirely and exclusively under the control, direction and supervision of LIAA. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by LIAA and the Township shall have no right or authority over such persons or terms of employment.

SECTION 11. ASSIGNMENT AND SUBLETTING. Neither this Agreement nor any interest herein shall be assigned or transferred by LIAA, except as expressly authorized in writing by Township.

SECTION 12. ANNUAL REPORTS. Prior to October 1 of each year, LIAA shall submit to Township an annual report for the preceding fiscal year (July 1 - June 30). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided;
- B. Current and complete listing of Citizen Advisory Board members;
- C. Current and complete listing of LIAA's Board of Directors;
- D. Year-end financial statements audited by an independent certified public accountant.

SECTION 13. RECORDS, FISCAL AUDIT.

- A. LIAA shall maintain all necessary books and records, in accordance with generally accepted accounting principles.
- B. Upon reasonable request from Township, LIAA shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.
- C. LIAA shall prepare (or have prepared) and submit to the Township a fiscal audit by a certified public accountant, at least every three (3) years.

SECTION 14. FUNDING AND OTHER RESOURCES. The Township agrees to make the following funds and resources available to LIAA:

- A. The Township shall provide LIAA thirty percent (30%) of the franchise fees paid to the Township by Charter Communications, Inc. These funds shall be designated as a line item in the Township General Fund under appropriations available to support PEG access as designated under this Agreement, and shall be available to support the PEG access services described previously in the "Scope of Services" of this Agreement. These funds shall be disbursed to LIAA on a quarterly basis, in accordance with the timeline specified in Section 17 of this Agreement. Annual funding shall be dependent upon future participation as provided in the Proposal.
- B. The Township shall provide to LIAA 80% of the thirty cents (30 ¢) per subscriber per month, paid to the Township by Charter Communications, Inc., for additional support of

capital expenses related to the provision of PEG access services. Any third party request for capital expense reimbursement shall be made to LIAA. These funds shall be disbursed to LIAA on a quarterly basis.

SECTION 15. ANNUAL PLAN AND BUDGET.

- A. On or before April 15th of each year in which this Agreement is in effect, Township shall provide LIAA with an estimate of the funds that will be available to LIAA for the upcoming fiscal year. As used herein, the fiscal year begins on July 1 and ends on June 30.

- B. On or before June 1st of each year in which this Agreement is in effect, LIAA shall provide to the Township an Annual Plan and Budget outlining activities and programs planned for the following fiscal year with funds and channel(s) received from the Township. Such plan shall contain:
 - 1. A statement of anticipated number of hours of local original PEG access programming;
 - 2. Training classes to be offered and frequency of classes;
 - 3. Other access activities planned by LIAA; and
 - 4. A detailed operating and capital equipment and facilities budget.

SECTION 16. EXPENDITURE OF FUNDS. LIAA shall spend funds received from Township solely for the purposes listed in Section 1 (Scope of Services) of this Agreement. Funds not expended in the year covered by the Annual Budget and Activities Plan may be carried over by LIAA into succeeding years. Upon termination of this Agreement all funds of any kind received from Township and not expended by LIAA shall be returned to Township. LIAA shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from Township.

SECTION 17. RECEIPT OF APPROVED FUNDING. The Township shall make quarterly payments to LIAA. Those payments shall be made on or before June 1, September 1, December 1, and March 1. The payments to LIAA shall reflect an amount equal to thirty percent (30%) of the franchise fee payments plus 80% of the thirty cents (30¢) per subscriber per month received from Charter Communications, Inc.

SECTION 18. FUNDING FROM OTHER SOURCES. LIAA may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to agreements with other municipalities, cost recovery charges for use of its studio and production services, grants, memberships, and fundraising activities.

SECTION 19. TERM OF AGREEMENT. This Agreement shall be for a period of five (5) years commencing on _____ and ending on _____ unless terminated earlier, as provided in this Agreement. This Agreement may be extended, by mutual agreement of the Township and LIAA, in writing, for two additional periods of five (5) years each in accordance with Section 21 of this Agreement.

SECTION 20. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

- A. For Fault. If the Township determines that the LIAA has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement or

if LIAA loses its 501(c)(3) status, the Township may terminate or suspend this Agreement in whole or in part upon written notice to the LIAA specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than Ninety (90) days nor less than fifteen (15) days from receipt of the notice, during which time the Contractor shall correct the violations referred to in the notice. If the LIAA does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. This provision for termination shall not limit or modify any other right to the Township to proceed against the LIAA at law or under the terms of this Agreement.

- B. Not for Fault. In the event that termination is required by any State or Federal agency or due to lack of sufficient funds, the Township may terminate this Agreement by written notice to the LIAA specifying the services terminated and the effective date of such termination.
- C. Force Majeure. If because of Force Majeure, either party is unable to carry out any of its obligations under this agreement, (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement), and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent performance. If the suspension of work lasts for more than 30 days, the Township may terminate this agreement.
- D. LIAA acknowledges that the sole source of revenue of the Township for its payments to LIAA, and payment by the Township is dependent upon payment of franchise fees paid to the Township by Charter Communications, Inc. If for any reason Charter Communications fails to meet its expected franchise obligation, terminates its franchise, or does not extend its franchise, the monetary obligations of the Township shall be adjusted accordingly or the Township may terminate this Agreement. The Township acknowledges that LIAA likewise shall not be obliged or obligated to maintain or provide any service or incur any expense under the terms of this agreement other than from the Township's available funds.
- E. LIAA shall have the right upon ninety (90) days written notice to the Township to terminate this Agreement for:
 - 1. Breach of any provision of this Agreement by the Township;
 - 2. Insufficient funding to continue overall operation; or
 - 3. Resolution by LIAA's Board of Directors.
- F. Upon termination of this Agreement, LIAA shall immediately transfer to the Township all equipment owned by the Township or purchased by LIAA with funds received pursuant to this Agreement except as stated in Section 7 (b) and Section 7 (c) of this Agreement. LIAA shall maintain a list of facilities and equipment purchased with Township funds

throughout the term of this Agreement. In the event that facilities or equipment are purchased with funds received under this Agreement as well as funds received from other sources, LIAA shall offer the equipment for sale to the entities whose funds were used to acquire the equipment. The equipment may be bought for its current fair market value less the percentage of the purchaser's funds used by LIAA to acquire the equipment. If none of the entities whose funds were used to acquire the equipment buys the equipment, LIAA shall sell the equipment and distribute the proceeds pro rata.

SECTION 21. EXTENSION OF AGREEMENT. This Agreement may be renewed or extended for additional periods of five (5) years each, pursuant to the following process:

- A. If LIAA seeks an extension of this Agreement; it shall on or before December 31, 2012 submit to the Township a letter of intent requesting extension.
- B. On or before February 1, 2013 the Township shall respond to LIAA's letter of intent to request extension. If the Township intends to refuse to extend the Agreement, it shall explain the reasons for this decision in its response to LIAA.

SECTION 22. THIRD PARTY BENEFICIARIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

SECTION 23. TIME. Time is of the essence in this Agreement and for the performance of all provisions of this Agreement.

SECTION 24. INTERPRETATION. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of LIAA, or if a person of masculine or feminine gender joins in this Agreement on behalf of LIAA, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires. In the event that any term, clause or provision of this Agreement conflicts with any term, clause, or provision contained in any attachments to this Agreement, this Agreement's terms shall prevail.

SECTION 25. AUTHORITY TO EXECUTE. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

SECTION 26. COOPERATION. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 27. FREEDOM OF INFORMATION ACT. LIAA acknowledges that the Township may be required from time to time to release records in its possession by law. LIAA hereby gives permission to the to release any records or materials received by the Township as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

SECTION 28. DISPUTE RESOLUTION. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.4111, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan or such similar service as may be agreed to by the parties. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

SECTION 29. NOTICES. All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To East Bay Charter Township:
To Land Information Access Association:

Any party may change its address for notice by written notice to the other party at any time.

SECTION 30. ENTIRE AGREEMENT. This Agreement, and its attachments, is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

East Bay Charter Township

Glen Life, Supervisor

Susan Courtade, Township Clerk

LAND INFORMATION ACCESS ASSOCIATION

By: Joe VanderMeulen

ITS: Executive Director