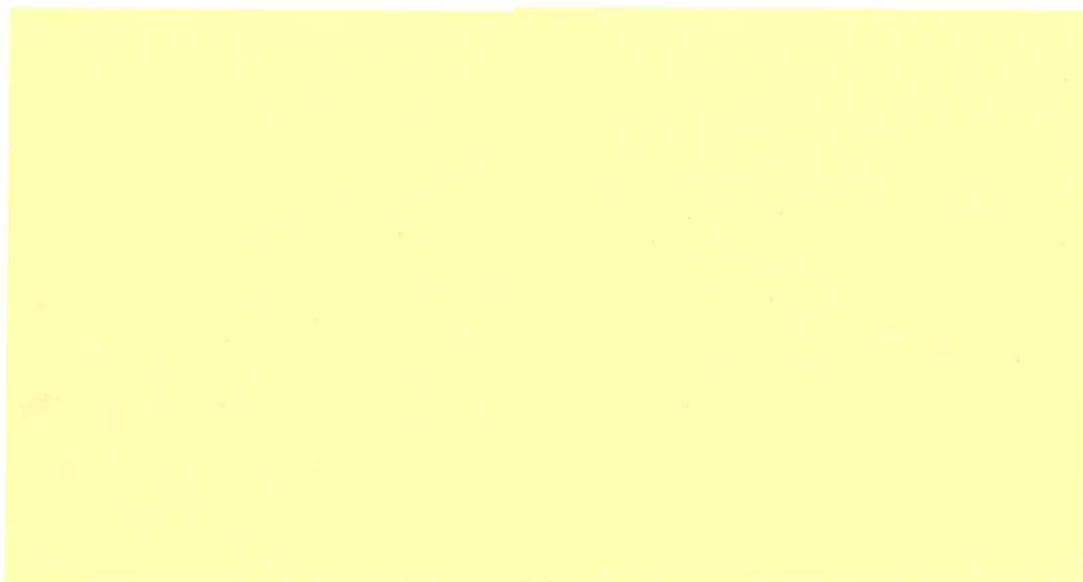


WASHTENAW EDUCATIONAL TELECOMMUNICATIONS SYSTEM



CONSORTIUM AGREEMENT

June 2008

WASHTENAW EDUCATIONAL TELECOMMUNICATIONS SYSTEM
CONSORTIUM AGREEMENT

This Consortium Agreement (“Agreement”) is made this ___ day of June, 2008, between Washtenaw Intermediate School District, 1819 South Wagner Rd, Ann Arbor, Michigan 48106, Fiber Link, Inc. (“Fiber Link”), 3529 W. Genesee, Lapeer, Michigan 48446 and the Washtenaw County, 220 N. Main Street, Ann Arbor, Michigan 48107 (collectively “Participants”).

WHEREAS, the Participants wish to cooperate and install a fiber optic Educational Telecommunications System;

WHEREAS, the Participants have entered into agreements for the purpose of constructing, maintaining, and insuring the fiber optic educational telecommunications system;

WHEREAS, the Participants desire to extend the capabilities of distance learning in the region and increase their ability to share their respective resources through the use of the fiber optic cable and appurtenant equipment and devices;

WHEREAS, the Participants wish to consent to the installation of the fiber optic cable and facilities on their respective properties;

WHEREAS, the Michigan Telecommunications Act, Public Act 179 of 1991, MCL 484.2101, et seq., as amended has been enacted specifically authorizing such a consortium to own, construct, and operate a telecommunications system to provide advanced telecommunications services required for, or useful in, the instruction and training of students and other people utilizing the institutions’ services, the conducting of research, or the operation of the educational institutions;

WHEREAS, the Intergovernmental Contracts between Municipal Corporations Act, Public Act 35 of 1951 as amended, MCL 124.1 et seq. and the Michigan Urban Corporation Act, Public Act 7 of 1967 as amended, MCL 124.501 et seq. authorize intergovernmental and interlocal public agency agreements;

NOW, THEREFORE, the Participants do mutually agree as follows to form a consortium to facilitate the establishment of a fiber optic educational telecommunications system:

ARTICLE ONE: PURPOSE

1. Purpose. The purpose of this Agreement is to form a non-profit educational consortium to facilitate and install, maintain, and insure a high capacity fiber optic educational telecommunications system which will provide interactive voice/video/data interconnections and services to multiple sites in the Washtenaw County area for educational purposes, such as distance learning, research, and the operations of the educational institutions.

ARTICLE TWO: TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall be for ten (10) years.

2.2 Automatic Renewal. This Agreement shall automatically renew after the initial ten (10) year term, year-to-year, unless a written notice of withdrawal is received from a Participant in accordance with the terms of this Agreement.

2.3 Notice of Withdrawal. After the initial term, any Participant in this Agreement must give the other Participants written notice of the intention to withdraw from the Agreement more than six (6) months in advance of the expiration date of the Agreement in accordance with the terms of this Agreement.

ARTICLE THREE: OWNERSHIP AND OPERATIONS

3.1 Ownership and Operation. Certain filaments within the cable sheath shall be owned and operated by Washtenaw Intermediate School District. Others separately identified filaments shall be owned and operated by the Washtenaw County. The cable sheath itself and certain other separately identified filaments will be owned and operated by Fiber Link.

3.2 Equipment Ownership. The Washtenaw Intermediate School District shall own all facilities and equipment attached to its fibers, plus any additional fibers or equipment added to its network. Washtenaw County shall own all facilities and equipment attached to its fibers, as well as any future additions to the fiber optic cable or equipment which it owns. Fiber Link shall own all facilities and equipment attached to the fibers it owns, as well as any future additions to the fiber optic cable or equipment it owns.

ARTICLE FOUR: MAINTENANCE

4. Maintenance. The cable sheath and all fibers shall be maintained by Fiber Link in accordance with the contracts between the Participants.

ARTICLE FIVE: INSURANCE

5. Insurance. Fiber Link shall arrange for the insurance for all of the fiber optic cable and sheath owned by Washtenaw ISD, the Washtenaw County and Fiber Link.

ARTICLE SIX: CONTACT WITH DETROIT EDISON

6. Contact with Detroit Edison. Fiber Link shall be the primary contact with Detroit Edison for administering the pole attachment agreement with Detroit Edison, for delivering the

payment of pole attachment fees, and for responding to any Detroit Edison concerns with respect to pole attachments.

WASHTENAW INTERMEDIATE SCHOOL DISTRICT

By:
Its:

FIBER LINK, INC.

By: Karl Wuestenberg
Its: President

WASHTENAW COUNTY

By:
Its:

Criminal Justice Collaborative Council

**CJCC Full Council Minutes
April 18, 2008
200 N. Main, Lower Level
Ann Arbor, MI
7:30am – 9:00am**

Members Present: Barbara Levin Bergman (Community Corrections Advisory Chair), Barbara Ryan Fuller (Public Representative), Patrick Hughes (Department of Corrections Probation), Jeff Irwin (Chair, County Board of Commissioners), Brian Mackie (County Prosecutor), Michael Moran (Ann Arbor Township Supervisor), Lloyd Powell (Public Defender/Defense Attorney), John Shea (Attorney, Bar Association Representative), David Swartz (Circuit Court Chief Judge), Kirk Tabbey (14-A District Court Chief Judge), , Robert Guenzel (County Administrator), Ann Mattson (15th District Court Judge), Dan Dwyer (Trial Court Administrator)

Members Absent: Lawrence Kestenbaum (Clerk/Register), Daniel Minzey (County Sheriff), Donna Sabourin (CSTS Director), Charles Pope (Magistrate, 14B District Court, Paul Bunten (Chief of Police, City of Saline), Robert Brackenbury (Public Representative)

Others Present: David Behen (Deputy County Administrator), Sheila Blakney (Public Defender's Office), Karen Edman (Deputy Clerk/Register of Deeds), Kirk Filsinger (Jail Commander), Scott Patton (Assistant to County Administrator for Public Safety), Delphia Simpson (Public Defender's Office), Uma Haristha (Support Services), Julie Chaffee (Director, Community Corrections), Gary Greenfield (Sheriff), Stephanie Jensen (CJCC Staff Intern), Randy Casey (Sheriff), Susan Beecher (Support Services), Karen Korte (SS-IT), Rick Visel (SS-IT), Jack Overhiser (Support Services)

Call to Order

Chair Swartz called the meeting to order at 7:30am.

I. Approval of Minutes

The motion to approve the minutes of the February 15, 2008 CJCC Full Council meeting was made by Swartz; all in favor.

II. Public Participation

None.

III. 2008/2009 CJCC Workplan Discussion

Patton asked the group for recommendation for the group's workplan for the year. Discussion ensued. The results of the discussion will be compiled and presented at the next meeting for approval.

IV. Sheriff Earned Release Program

Filsinger gave an update on the Sheriff Earned Release Program. He stated that 180 earned release cards had been distributed, resulting in 19% sentence reductions, 27% received a reduced sentence as a result of the number of cards issued, and 37 days were saved.

V. Pretrial Committee

Tabbey gave an update on the last meeting of the pretrial committee. The committee discussed the green sheet automation project and is very pleased with the system. The system will be used to eliminate duplication of data entry.

VI. County Budget Update

. Guenzel stated that a resolution was passed to add a \$5 million reduction. The Board of Commissioners is working to further reduce the budget by \$3 million. The 2008 budget will be balanced as well as the 2009 budget.

VII. Jail Demographic Reports

. Patton stated that the reports were emailed to the group and asked that any questions be forwarded to him.

Swartz adjourned the meeting at 8:35am.

Next Meeting:

The next CJCC Full Council meeting is scheduled for Friday, June 20, 2008, 7:30am, at 200 North Main, Lower Level Conference Room.