

RESOLUTION NO. 8 -2008

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SUMMIT AND THE CITY OF AKRON AND OTHER PUBLIC SAFETY DEPARTMENTS THROUGHOUT THE COUNTY GOVERNING THE USE AND MAINTENANCE OF THE 800 MHz RADIO SYSTEM

WHEREAS, the County of Summit, the City of Akron and other public safety departments have proposed an agreement covering the use and maintenance of the 800 MHz radio system; and


WHEREAS, the equipment is for the benefit of all Summit County residents so as to coordinate interoperability and communications for public safety departments and other users.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the County of Summit and City of Akron, as well as other public safety departments throughout the county governing the use and maintenance of the 800 MHz radio system, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.


PASSED: 3/18/08

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 3/18/08

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

**REGIONAL 800MHz RADIO SYSTEM****USER AGREEMENT**

**THIS AGREEMENT** is entered into by and among the **COUNTY OF SUMMIT** and the **CITY OF AKRON**, hereinafter collectively referred to as "County/City", as duly authorized by County Council Resolution No. 2005-385 and City of Akron Ordinance No. 498-2005, and, **THE VILLAGE OF RICHFIELD**, hereinafter referred to as "User" as of the date set forth herein.

**WHEREAS**, the parties to this Agreement as well as other public safety departments throughout the county desire to enter into an agreement governing the use and maintenance of the 800MHz radio system; and,

**WHEREAS**, this equipment is for the benefit of all Summit County residents to coordinate interoperability and communications for public safety departments and other users;

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATIONS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Responsibility for Maintenance of the Communications Equipment**

The COUNTY/CITY shall maintain in good operable condition and repair the necessary 800MHz radio backbone communications equipment for a countywide 800MHz radio system.

2. **Membership Fees**

The cost of maintaining and operating the 800MHz radio system equipment shall be paid by all the users through the imposition of an annual membership fee, and User hereby agrees to pay such fee. No annual membership fee shall be charged to or paid by either the County or City because of their contributions of manpower and equipment in establishing the 800MHz radio system and the responsibilities set forth in paragraph 1 herein above. The membership fees shall be applied only to the 800MHz infrastructure equipment and will not be applied to the cost of maintenance or operation of any field equipment, communication center equipment, any associated network connection or other devices in the custody of the User. The annual membership fees to be paid by the User are set forth in Exhibit A, attached hereto and incorporated herein by reference. Membership fees shall not be increased during the first five years of this agreement. After the fifth year membership fees may increase annually at a percentage not to exceed the Municipal Cost Index (or equivalent benchmark) for the previous year.

3. **Term**

This Agreement shall be in effect for a term of ten (10) years commencing on the last date signed by all parties. This Agreement may be renewed for one additional five (5) year consecutive term upon the prior written consent of all the parties. Neither the User

nor the County/City shall have a right to terminate this Agreement during the ten (10) year term or renewal term if exercised except as provided herein.

**4. User's Maintenance of Field Equipment**

It is the intent of the User to incorporate the County/City 800MHz radio system into its communications center, and User recognizes and agrees that the incorporation of the County/City 800MHz radio system does not require discontinuation of the current operation of User's existing communications center. User shall be solely responsible for all costs associated with the maintenance, repair or replacement of its field radios and associated non-infrastructure equipment. All such maintenance shall be performed by certified technicians. In the event User fails to adequately maintain or otherwise provide for the proper maintenance of its field equipment or fails to acquire proper maintenance on equipment that has been identified as affecting infrastructure resources of other system users within 4 hours of being notified of such, the County/City shall have the right to designate a certified technician to repair said field equipment, and the USER whose equipment is repaired shall promptly reimburse, upon receipt of invoice, the County/City for the expenses involved in repairing the identified field equipment.

**5. Ownership of 800MHz Infrastructure Equipment**

All 800MHz radio infrastructure equipment is owned by the County of Summit and the City of Akron.

**6. Communications System Administrative Committee**

The Summit County Emergency Management Executive Committee (SCEMEC) shall formally establish a Communications System Administrative Committee under the original Summit County Emergency Management Agency Agreement established in 1991 under the authority of the County Executive. This committee shall meet on a monthly basis and address any and all issues associated with the Regional 800MHz Radio Communications System. This committee shall have one representative from each user community and each representative will have equal representation on all issues brought before the Communications System Administrative Committee. The County of Summit and the City of Akron will each have one representative on this committee.

**7. Radio System Administrator**

The County/City (as the owners of the Regional 800MHz Radio System) shall employ a Radio System Administrator to manage and provide administrative direction for the system and to oversee the radio systems planning, management, maintenance and daily operations. The System Administrator will be a member of the Communications System Administrative Committee.

**8. Dispute Resolution/Grievance Procedure**

In the event the Communications System Administrative Committee cannot resolve a problem to the satisfaction of all users and owners, any party to the user contract has a

right to appear before the full SCEMEC and request resolution by vote of the eleven member SCEMEC. Should the SCEMEC recommend expenditures of public money beyond the contract's obligations, those expenditures can only be approved by the owners (City of Akron and Summit County) elected officials or legislative bodies.

9. **Expansion or Reduction of Capacity or Coverage**

The County/City may expand or reduce channel capacity or coverage of the 800MHz radio system as awarded to Motorola on November 15, 2000 or any of its successor or assigns. Any proposal to expand or reduce capacity or coverage of the system must be reviewed by the System Administrator and by the Summit County Communications System Administrative Committee.

10. **System Access/Owner Default**

All users shall have equal access to the Regional Radio Communications System in terms of both frequencies and priority levels. All Public Safety users shall have priority queuing over Public Service users. System owner's non-compliance shall result in reimbursement of one month's maintenance fees to user in the form of a credit on the next month's charges following the month of default.

11. **User Default**

User's failure to pay the required membership fee, failure to maintain field equipment as required hereunder or failure to comply with the terms of this Agreement shall constitute a default on the part of the User. The acceptance by the County/City of any late payments due hereunder or County/City's delay in exercising any rights hereunder will not constitute or be construed as a waiver by the County/City of any default by User and shall not in any way impair or prejudice any right or remedy available to the County/City in respect to such default. Either the County or the City shall send written notice of the default to the User and request the User to remedy the default within thirty (30) days of receipt of such notice. If the User is taking steps to remedy the default and needs additional time, the County/City will grant the User an additional thirty (30) days to remedy the default. If the default is still not remedied after sixty (60) days, the County/City may terminate this Agreement.

12. **Billing**

The membership fee shall be invoiced to User by the County on a semi-annual basis. The USER shall pay the invoice from the County no later than thirty (30) days from receipt of the invoice. Failure to do so is a default hereunder and could result in the loss of services to the User and/or termination of this Agreement.

13. **Entire Agreement**

This Agreement replaces and supersedes any prior agreement between the parties for the establishment and operation of an 800MHz radio system. Upon execution of this

Agreement by a User listed in Exhibit B, any and all prior agreements with that User shall be deemed rescinded, null and void.

14. **Modification**

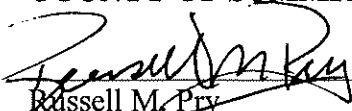
Any modification of this Agreement must be in writing and signed by County/City and User.

15. **Jurisdiction**

This Agreement will, in all respects, be governed by the laws of the State of Ohio without regard to conflict of laws principles. Any litigation arising under this Agreement must be litigated in the Akron Municipal Court or the Summit County Court of Common Pleas, and User permits itself to the jurisdiction and venue of those courts.

Intending to be legally bound, the parties have signed this Agreement and this Agreement shall be effective as of the last date signed by all parties.

**COUNTY OF SUMMIT**

 5/12/08  
Russell M. Pry Date *RL*  
Executive

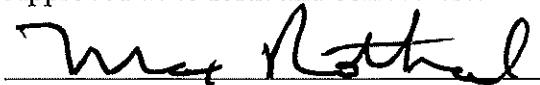
Approved as to Legal Form:

 5/12/08  
Richard Dobbins, Director of Law *RL*


**CITY OF AKRON**


 4/8/08  
Mayor Donald L. Plusquellic Date

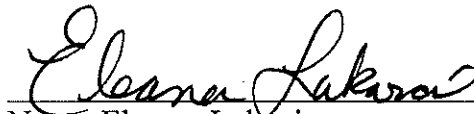
Approved as to form and correctness:

  
Director of Law, City of Akron *DM*

**USER / ELECTED OFFICIAL**

  
Name: Mike Lyons  
Title: Mayor  
Date: 3/19/08  
Community: Village of Richfield

  
Name: Timothy Baker  
Title: Communications Director  
Date: 3/19/08  
Community: Village of Richfield

  
Name: Eleanor Lukovics  
Title: Finance Director  
Date: 3/19/08  
Community: Village of Richfield

**EXHIBIT A**

<b><u>Maintenance Fees Structure</u></b>	<b><u>Monthly Cost Per Radio</u></b>
1. City, Village, Township or other public entity using the system for day-to-day operations.	\$12.00
2. User specific talk groups identified in the Major Emergency Regional Communications (MERC) network of the Regional 800MHz Radio System shall be placed on any community's radios without monthly cost but with one time associated program fees by the City of Akron. These talk groups will only be used in accordance with the MERC Preservation Policy.	
3. For those communities who join the Regional 800MHz Radio System for daily operations between July 1, 2005 and December 31, 2005, all programming fees will be waived and a \$12.00 per radio per month recurring membership fee will apply.	
4. For those communities who join the Regional 800MHz Radio System for daily operations between January 1, 2006 and June 30, 2006, a one-time start up fee of \$7.00 per radio per month retroactive to January 1, 2006 will apply along with associated programming fees.	
5. There shall be a \$.50 per radio per month per frequency reduction to any licensee whose 800MHz frequency(s) are used on the Regional 800MHz Radio System. These frequencies shall remain in the existing license holder's name; however any costs associated with re-licensing shall be the responsibility of the license holder.	
6. Should a community have a signed automatic response agreement with either the City of Akron or Summit County Sheriff, those channels will remain on the community's radios for continued operation.	

**EXHIBIT B**

**Existing Users**

1. County of Summit
2. City of Akron
3. Akron Board of Education
4. Valley Fire District
5. Peninsula Police
6. Village of Mogadore
7. City of Tallmadge
8. City of Munroe Falls
9. City of Norton
10. Village of Lakemore
11. Township of Springfield
12. Summit County Humane Society
13. City of Green
14. City of New Franklin
15. Coventry Township
16. Akron Canton Airport
17. Village of Clinton
18. Copley
19. Fairlawn
20. Bath
21. Cuyahoga Falls
22. City of Stow
23. Village of Silver Lake
24. Summit County Metro Parks