

Instructions for Mutual Aid Agreement

1. Please send (3) signed originals to:

Michael Szabo
Radio System Administrator
Summit County Division of Public Safety
175 South Main St.
Suite 103
Akron, Ohio 44308

2. Once executed, a signed original will be returned via US mail and the RSA will contact you to discuss radio programming.

3. All costs associated with radio programming are the responsibility of the Mutual Aid User.

Contact Information

Mutual Aid User: _____

Contact: _____

Address: _____

City: _____ St: _____ Zip: _____

Phone: _____

Email: _____

REGIONAL 800MHz RADIO SYSTEM

MUTUAL AID USER AGREEMENT

THIS AGREEMENT is entered into between the County of Summit (“County”), with its principal place of business located at 175 South Main Street, 8th Floor, Akron, Ohio 44308, and the City of Akron (“City”), with its principal place of business at located at 166 South High Street, Akron, Ohio 44308, hereinafter collectively referred to as the “Owners”, and _____ (“Mutual Aid User”), with its principal place of business located at _____.

WHEREAS, the Owners own and operate a consolidated County-wide 800 MHz Regional Radio System which provides for public safety radio communications (“System”); and

WHEREAS, the parties to this Agreement, as well as other public safety agencies, public service departments and certain private entities desire to enter into an agreement governing the use and maintenance of the System as authorized by County Council Resolution Nos. 2005-385 and 2009-245 and City of Akron Ordinance No. 498-2005; 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; and

WHEREAS, the Mutual Aid User desires access to the System to coordinate resources and provide for the safety of responders during an emergency; and

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

I. Definitions

- A. “MAC” (Mutual Aid Channels) – A suite of fifteen talk-groups identified as MAC Call and MAC 2-15 programmed on the System to provide interoperability and communications for purposes of routine and emergency mutual aid between Users of the System.
- B. “MERC” (Major Emergency Regional Communications Network) – A suite of fifteen talk-groups identified as MERC Call and MERC 2-15 programmed on the System to provide interoperability and communications for purpose of emergency mutual aid between Users of the System during a major event when the Summit County Emergency Operations Centers has been activated.
- C. “Personal Talkgroup” – A talkgroup assigned to a particular User.
- D. “User” – Any political subdivision or private entity domiciled within Summit County that utilizes the System to conduct day-to-day, emergency and non-emergency operations.

- E. "Mutual Aid User" – Any political subdivision or private entity domiciled outside of Summit County that utilizes the System for Mutual Aid Use only.
- F. "Mutual Aid Use" – Ad hoc System use to coordinate resources between jurisdictions and/or agencies in the case of an emergency.

II. Responsibility for Maintenance of the Communications Equipment

The Owners shall maintain in good operable condition and repair the necessary 800MHz radio backbone communications equipment for the System.

THE OWNERS MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES EXPRESS OR IMPLIED AS TO THE FITNESS FOR A PARTICULAR PURPOSE OF THE 800 MHZ COMMUNICATIONS EQUIPMENT AND SYSTEM.

III. Mutual Aid User Responsibilities for Maintenance and Use of Radios

- A. Mutual Aid User shall be solely responsible for all costs associated with the maintenance, programming, repair, or replacement of their own radios programmed to access the System.
- B. Mutual Aid User agrees to only use equipment approved for use on the System and agrees to use only vendors approved by the Owners for all radio programming and further agrees that all programming templates must be approved by the Radio System Administrator prior to programming radios.
- C. Mutual Aid User agrees they are not entitled to a System Key for programming and further agrees the Owners is not required to provide their vendor with a System Key for programming.
- D. Mutual Aid User agrees to follow all Federal Communications Commission rules and regulations related to radio use.
- E. Mutual Aid User agrees to provide security for radio equipment to prevent unauthorized use and to notify promptly the Radio System Administrator to disable a lost or stolen radio.
- F. Mutual Aid User agrees the Owners shall have the right to disable any radio without notice that is deemed a nuisance to the Owners, System or Users.
- G. Mutual Aid User agrees they will restrict their use of the System to Mutual Aid Use.
 - a. In the event the Radio System Administrator determines the Mutual Aid User is using the System beyond the scope of Mutual Aid Use, the Owners shall have the right to disable any or all radios without notice, and
 - b. The Mutual Aid User will be considered a User and may be assessed User fees for the radio(s) that have exceeded Mutual Aid Use at the current annual User fee rate.

IV. Talkgroup Authorization for Mutual Aid Users

- A. Mutual Aid Users shall follow and abide by the guidelines established by the Owners.
- B. Mutual Aid Users shall not have any personal talkgroups on the System.
- C. In addition to the fifteen MAC and MERC talkgroups, the Mutual Aid User may also have programmed on their radio the primary operating dispatch talkgroup of police, fire, and public works departments of any User community bordering their corporate boundaries. Programming shall not commence until the User community's prior written consent and the written approval by the Owners.
- D. A Mutual Aid User may request a MAC talkgroup by contacting the Summit County Sheriff's Office on the MAC Call talkgroup.

V. Term

This Agreement shall be in effect commencing on the last date signed by all parties and shall terminate on April 30, 2019. This Agreement may be renewed for additional, consecutive five (5) year terms, upon the prior written consent of all the parties. Neither the Mutual Aid User nor the Owners shall have a right to terminate this Agreement during the original term or renewal term, if exercised, except as provided in Paragraph VI (Termination).

VI. Termination

- A. This Agreement shall terminate unless renewed for additional terms in accordance with Paragraph 5 (Term).
- B. The Mutual Aid User may terminate this agreement without cause upon 30 days written notice to the Owners of its intent to terminate.
- C. If Mutual Aid User engages in illegal conduct or causes a potentially harmful situation, then the Owners may suspend or terminate this Agreement without notice.
- D. If Mutual Aid User exceeds Mutual Aid Use, Owners, in addition to charging the Mutual Aid User, User fees at the current rate, may suspend or terminate this Agreement without notice.

VII. Entire Agreement

This Agreement replaces and supersedes any prior agreements between the parties related to the System. All prior user agreements with Mutual Aid User shall be deemed rescinded, null and void.

VIII. Modification

Any modification of this Agreement must be in writing and signed by Owners and Mutual Aid User.

IX. Jurisdiction

This Agreement is 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 Summit County, Ohio.

X. Release

The Mutual Aid User is solely responsible for its employees and agents use of the System and the Owners have no responsibility or control over Mutual Aid Users' employees or agents. Each party is responsible for their own employees and agents and none of the parties shall be liable for any negligence or wrongful acts, by omission or commission, chargeable to the other parties. The Mutual Aid User agrees to release Owners for any liabilities, negligence or expenses arising from or related to this Agreement. This release shall survive the termination of this Agreement.

XI. Notice

All Notices shall be sent by U.S. Mail to the address of all the other parties as follows:

For Owners: Michael Szabo
Radio System Administrator
Summit County Division of
Public Safety #103
175 South Main St.
Akron, Ohio 44308

Mutual Aid User:

(execution on the following page)

Intending to be legally bound, the parties have signed this Agreement as of the date set forth below:

COUNTY OF SUMMIT

Ilene Shapiro Date
Executive

Approved as to Legal Form:

Deborah S. Matz, Director of Law

CITY OF AKRON

Daniel M. Horrigan, Mayor Date

Approved as to form and correctness:

Eve Belfance, Director of Law

**Mutual Aid User - ELECTED OFFICIAL/
SIGNATORY AUTHORITY**

Name: _____

Title: _____

Date: _____

Community: _____

OR

Mutual Aid User - Township Trustees for:

Community: _____

Trustee Date

Trustee Date

Trustee Date