

## Instructions for User Agreement

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.

### Contact Information

User: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

# SUMMIT COUNTY-AKRON REGIONAL RADIO SYSTEM

## USER AGREEMENT

**THIS AGREEMENT** is entered into by and among the **COUNTY OF SUMMIT**, Office of the County Executive, 175 South Main Street, 8th Floor, Akron, Ohio 44308, as authorized by County Council Resolution No. 2018-381 and the **CITY OF AKRON**, Mayor's Office, Municipal Building, 166 South High Street, Akron, Ohio 44308, as authorized by City of Akron Ordinance No. 498-2005, hereinafter collectively referred to as the "Owners", and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("User").

**WHEREAS**, the Owners own and operate a consolidated County-wide 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 schools and 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 2018-381 and City of Akron Ordinance No. 498-2005; and

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

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

### 1. Definitions

- a. "User" – Any political subdivision, school district or private entity that utilizes the System to conduct day-to-day emergency and non-emergency operations.
- b. "Radio System Administrator" (RSA) – The individual responsible for the management, operation and maintenance of the Summit County-Akron Regional Radio System.
- c. "System" – The fixed radio equipment, microwave network, towers, equipment shelters, and networking equipment, power supplies, generators, servers, firmware, software and all other associated equipment designed for system-level operations and maintenance.

### 2. Responsibility for Maintenance of the Communications Equipment

The Owners shall maintain the System in good operable condition ensuring that all System upgrades are completed in accordance with manufacturer specifications.

**THE OWNERS MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES EXPRESS OR IMPLIED AS TO THE FITNESS FOR A PARTICULAR PURPOSE OF THE SUMMIT COUNTY-AKRON REGIONAL RADIO SYSTEM OR ITS CONNECTION TO THE MARCS SYSTEM.**

### **3. User Maintenance of Field Equipment**

Users are responsible for the maintenance, repair, programming, and replacement of user owned consoles, control stations, mobiles, portables, and accessories. Should the failure of user owned equipment affect the operation of the radio system, the Owners may disable defective equipment without notice.

### **4. Term**

This agreement shall be in effect for five years commencing on May 1, 2019, with four options to renew for an additional five years each.

### **5. Membership Fees**

User agrees to pay to the Owners a fee of \$20.00 per month, per radio. The user fee will be applied to the operation of the radio system, as determined by the Owners. Owners shall notify Users of proposed fee changes ninety (90) days prior to the expiration of the term.

### **6. Billing**

Owners shall invoice the membership fee to User in advance, on a semi-annual basis. The User shall pay the invoice no later than thirty (30) days after receipt of the invoice. Failure to do so is a default hereunder and may result in the loss of services to the User and/or immediate termination of this Agreement.

The revenues shall be deposited into a special fund established by the Owners and designated for any System purposes. The County will be the fiscal agent with respect to the revenues and expenses contained in this Agreement.

### **7. Ownership of System Infrastructure Equipment**

The County of Summit and the City of Akron own all System infrastructure equipment.

### **8. Communications System Administrative Committee**

The Summit County Communications System Administrative Committee (“SCCSAC”), as created by the Summit County Emergency Management Executive Committee (“SCEMEC”), shall address System policy, operations, and maintenance issues associated with the System. This committee shall consist of one representative from each User, with each representative having equal representation for items brought before the SCCSAC.

### **9. Radio System Administrator**

The County shall employ on behalf of the SCEMEC a Radio System Administrator (“RSA”) to manage and provide administrative and technical direction for the System and to oversee the System’s planning, management, maintenance and daily operations. The RSA will be an ex-officio member of the SCCSAC. The County may also employ an assistant to the RSA who will be responsible to provide back up to the RSA as well as providing assistance in other public safety communications projects, including but not limited to the Consolidated CAD System.

## **10. Dispute Resolution/Grievance Procedure**

In the event the SCCSAC cannot resolve a problem to the satisfaction of all Users, Users have a right to appear before the full SCEMEC and request resolution by a majority vote of the members of the SCEMEC. Should the SCEMEC recommend expenditures of public money beyond this Agreement, those expenditures may only be approved by the Owners' elected officials or legislative bodies.

## **11. Requirements for Network Dispatch Consoles**

If User maintains dispatch consoles that are connected to the System via a T1 or IP connection, those consoles will be considered System dispatch consoles. The following requirements will apply to such consoles.

- a. User agrees to maintain all components of its individual consoles and dispatch system in accordance with the manufacturer's specifications at its own expense.
- b. User agrees to pay all expenses necessary, both initial and on-going, to connect their consoles to the System via a common, shared dispatch console network.
- c. User agrees to keep in force a maintenance agreement and a system upgrade agreement with the console manufacturer to ensure its consoles are properly maintained and that all operating systems, applications, virus protection, routers, switches and other console equipment are always operating on the most current updates and are maintained to the satisfaction of the Owners.
- d. User agrees to ensure that its staff and any vendors having access to User's consoles will be properly trained in the use and maintenance of the consoles and the network. User further agrees to ensure that staff and vendors will use the System for the sole purpose of operating as a dispatch console and will not act in a way that compromises the integrity or security of the System.
- e. Owners will use reasonable efforts to ensure that User receives sixty (60) days prior written notice of upgrades, modifications or fixes to the System that will require User to update consoles. User acknowledges that, in the case of an emergency, such notice is impractical.

## **12. Expansion or Reduction of Capacity or Coverage**

The Owners may expand or reduce capacity and/or coverage of the System. Any proposal to expand or reduce capacity or coverage of the System must be reviewed by the RSA and the SCCSAC.

## **13. Termination or Default**

### **a. Termination**

- i. If User engages in illegal conduct or causes a potential harmful situation, then the Owners at their sole discretion may suspend or terminate this Agreement immediately effective as of the date notice is mailed.

- ii. User may terminate this agreement upon no less than 30 days notice to Owners. Upon expiration of the 30-day notice period, Owners will disconnect User from the System.

**b. Default**

A User's failure to pay the required user fee, failure to maintain field equipment as required by SCCSAC policy, failure to comply with Federal Communications Commission rules and regulations, or failure to comply with the terms of this Agreement shall constitute a default on the part of the User.

Owner's acceptance of any late payments due hereunder or Owner's delay in exercising any rights hereunder will not constitute a waiver by the Owners of any default by User and shall not in any way impair or prejudice any right or remedy available to the Owners in respect to such default. The County through the RSA 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 Owners 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 Owners may then immediately terminate this Agreement.

**14. Entire Agreement**

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

**15. Modification**

Any modification of this Agreement must be in writing and signed by Owners and the Users.

**16. 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.

**17. Release**

The User is solely responsible to its employees and agents use of the System and the Owners have no responsibility or control over 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 User agrees to release and not hold liable the Owners for any liabilities, negligence or expenses arising from or related to this Agreement. This release shall survive the termination of this Agreement.

**18. Notice**

All Notices shall be sent by U.S. Certified Mail, return receipt requested, postage prepaid to the address of all parties as set forth in the first paragraph of this Agreement. Any notice required by this Agreement to be sent to the City of Akron shall also be sent in the required manner to the City of Akron Director of Law, 161 S. High St., Suite 202, Akron, OH 44308.

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