

METROPOLITAN AREA REGIONAL RADIO SYSTEM

Subscriber Agency Agreement

This Agreement, dated Jan. 1st, 2017 is between the City of Independence Missouri (Prime Site Agency) and the County of Jackson County Missouri (“Subscriber Agency”).

RECITALS

- A. WHEREAS the City of Independence Missouri is a Prime Site Agency under the MARRS Memorandum Of Understanding dated January 10, 2012, and
- B. WHEREAS the County of Jackson County Missouri desires to enter into agreement with the City of Independence Missouri to operate radio subscriber equipment on the Eastern Jackson County P25 Radio System, and
- C. The parties to this Agreement have determined that their cooperative effort will be a benefit to the public’s health, safety, and welfare.
- D. This Subscriber Agency Agreement provides that the Subscriber Agencies, upon joining the Eastern Jackson County P25 Radio System, shall share with the City of Independence Missouri in the actual and anticipated costs for the utilization and ongoing maintenance of the Eastern Jackson County P25 Radio System and related infrastructure.

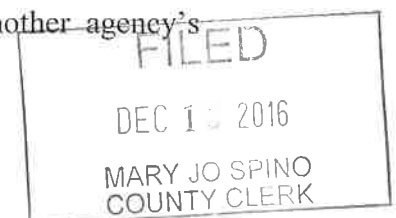
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Defined Terms.** Capitalized terms in this Agreement shall have the same meaning ascribed to them in the Metropolitan Area Regional Radio System Memorandum Of Understanding dated April 8, 2010 (“MARRS Agreement”) or User Agency Master Site Port Agreement, copies of which has been provided to the City of Independence Missouri and Subscriber Agencies.

Additional definitions:

“Eastern Jackson County *radio System*” that P-25 System providing coverage and capacity to Subscriber Agencies.

“*Prime Site Agency*” any agency/entity operating a multi-site simulcast subsystem with its own dedicated Prime Site, controlled by another agency’s Master Site.



“Subscriber Agency” any agency/entity which operates mobile, portable, repeater, or control station radio equipment on the City of Independence P25 Radio System.

“Subscriber Equipment” approved mobile, portable radios, portable repeaters and control stations.

2. **Authorization.** The Subscriber Agencies are hereby authorized by the City of Independence Missouri to join the Eastern Jackson County P-25 System as set forth in this Agreement.

3. **Conflict with MARRS Agreement.** The parties agree that it is their intent that the implementation and interpretation of this Agreement shall be guided by the terms and provisions of the MARRS Agreement. However, if a conflict exists between this Agreement and the MARRS Agreement, this Agreement shall control the rights and obligations of the parties to this Agreement.

4. **Equipment Requirements.** The Subscriber Agencies agree to acquire and maintain their own radio equipment, including, but not limited to, mobile and portable radios, control stations, or portable repeaters. All such equipment used by the Subscriber Agency’s users shall meet applicable public safety standards and be certified through the APCO P25 Compliance Assessment Program (CAP) for operation on an APCO P25 800 MHz Simulcast Trunked Radio System. A list of all proposed Subscriber Agency equipment is included in Exhibit A.

5. **Protection of System.** The Subscriber Agencies agree that they shall not degrade or negatively impact the radio operations of the Eastern Jackson County P-25 System, any other Subscriber Agency or any other authorized user of MARRS. The Subscriber Agencies also agree to use only equipment that has been approved by the MARRS Technical Committee. A list of approved equipment can be obtained from the MARRS Technical Committee. Should a Subscriber Agency wish to utilize equipment that is not on the MARRS Technical Committee’s approved equipment list, a sample of each type of proposed equipment, including programming software and cables, must be submitted to the MARRS Technical Committee to be tested for a period not to exceed 90 days. Upon completion of testing, MARRS will advise the Subscriber Agency if the equipment is acceptable for operation on the MARRS.

Each Subscriber Agency agrees radio equipment can only be programmed by service companies approved by the MARRS Technical Committee. The MARRS Technical Committee shall determine which service company shall retain Advanced System Keys and Master Talk Group information. A list of approved service companies can be obtained from the MARRS Technical Committee.

6. **System Performance.** The Subscriber Agencies agree that the Eastern Jackson County P-25 System has been designed to meet the anticipated peak use by all parties to

this Agreement and to provide a minimum of 95% coverage within their jurisdictional boundaries utilizing a portable radio worn at the hip, on the street.

7. **Committee Participation.** All parties to this Agreement shall be members of the MARRS Users Committee and shall appoint one representative each to such committee. In addition, all parties to this Agreement shall, if requested by the Management Council, be a member of, and appoint a representative to, the Technical Committee and the Standard Operating Committee.

8. **Dispute Resolution.** If a breach of this Agreement occurs, other than a breach for non-payment, the parties agree that the matter shall be submitted to the MARRS Management Council in an attempt to resolve the matter as quickly as possible and in the best interest of the MARRS. If such a breach or dispute cannot be resolved with the MARRS Management Council's assistance, the matter shall be submitted to the Mid America Regional Council (MARC) Board for its consideration and recommendation. MARC shall consider the matter and make its recommendation which the parties may then accept or reject as final. Any party dissatisfied with MARC'S decision may take further action as allowed or authorized by law.

9. **Contact Information.** The primary agency contacts for the purpose of this Agreement are set forth on the attached Exhibit B.

10. **Maintenance of System.** The City of Independence Missouri shall manage the day-to-day operations of the Eastern Jackson County P-25 Radio System. The City of Independence Missouri will contract with appropriate vendors to maintain the infrastructure of the Eastern Jackson County P-25 Radio System. The City of Independence Missouri agrees to maintain the infrastructure according to manufacturer specifications as approved by the MARRS Management Council including, but not limited to maintaining current versions of software on switches and user equipment, coordinating radio ID information and other data needed for interoperability, and maintaining connectivity between switches. The City of Independence Missouri agrees to operate by interoperability standards agreed upon by the MARRS Management Council.

11. **FCC Licenses.** The City of Independence Missouri agrees to maintain any necessary FCC licenses for the Eastern Jackson County P-25 Radio System.

12. **Radio System Maintenance Cost Sharing.** The Subscriber Agencies agree to support the costs of radio system infrastructure maintenance. Payments shall be made according to the attached subscriber fee structure (Exhibit C) and these payments will be applied directly to reduce overall annual maintenance costs of the Eastern Jackson County P-25 Radio System.

14. **Force Majeure.** The parties agree that the City of Independence Missouri and Subscriber Agencies shall not be responsible for interruptions of service due to the forces

of nature, war, manmade disasters, or other such acts beyond the control of the City of Independence Missouri or the Subscriber Agencies.

15. **No Warranty, Waiver.** The parties agree that there is no warranty, express or implied with respect to the Eastern Jackson County P-25 Radio System operated by any of the parties and each party acknowledges that service disruptions will occur from time to time and each party agrees to hold the other harmless from any claim for damages arising out of such disruption.

16. **Liability and Indemnification.** Subject to any tort claims statute or other protection or limitation of liability, each party to this Agreement agrees to hold harmless, indemnify, and defend each other, their respective officers, agents, employees and volunteers from any loss or liability, financial or otherwise, including but not limited to reasonable attorneys' fees and costs, resulting from any claim, demand, suit, action or cause of action either direct or passive, the omission, failure to act, or negligence on the part of the other or their respective employees, agents or representatives arising out of their participation in this Agreement.

17. **Term.** This initial term of this Agreement shall extend five years from date of final system acceptance as defined in the agreement between The City of Independence Missouri and Motorola.

19. **Termination.** The City of Independence Missouri agrees it shall not unreasonably or arbitrarily terminate this Agreement. Except for a termination based upon non-payment, the City of Independence Missouri agrees that before it terminates this Agreement prior to the end of the original or any extended term, it shall provide written notification of intent to terminate to the Subscriber Agencies and the MARRS Management Council at least 365 days prior to termination to allow the Subscriber Agencies sufficient opportunity to develop a transition plan for continued service.

The Subscriber Agencies agree they shall not unreasonably or arbitrarily terminate this Agreement prior to the end of the original or any extended term; the Subscriber Agencies shall provide written notification of intent to terminate to the City of Independence Missouri and the MARRS Management Council at least 365 days prior to termination.

20. **Notices.** All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand or any other reliable method to other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed to the The City of Independence Missouri contact as shown below or to such person or place as the City of Independence Missouri or Subscriber Agency, as the case may be, may designate, from time to time, by written notice sent as aforesaid.

21. **Confidentiality.** Information that identifies the configuration of components of or the operation of the Eastern Jackson County P-25 Radio System and the MARRS and would allow unauthorized access to or unlawful disruption of the Eastern Jackson County

SUBSCRIBER AGREEMENT

(Jackson County, Missouri)

JACKSON COUNTY, MISSOURI

APPROVED AS TO FORM:

By: 
Frank White, Jr., County Executive

By: 
W. Stephen Nixon, County Counselor

ATTEST:

By: 
Mary Jo Spino, Clerk County Legislature

REVENUE CERTIFICATE

Funds sufficient to meet this obligation are subject to appropriation in the 2017 and future years' annual budget.

December 8, 2016
Date


Chief Financial Officer

EXHIBIT A

Proposed Subscriber Agency radio equipment:

Model Number	Model Description	Serial Number	Call List Alias	ASTRO 25 Unit ID
M30TSS9PW1AN	APX7500	656CPF1961	JACSM4001	4044001
M30TSS9PW1AN	APX7500	656CPF1950	JACSM4002	4044002
M30TSS9PW1AN	APX7500	656CPF1951	JACSM4003	4044003
M30TSS9PW1AN	APX7500	656CPF1952	JACSM4004	4044004
M30TSS9PW1AN	APX7500	656CPF1953	JACSM4005	4044005
M30TSS9PW1AN	APX7500	656CPF1954	JACSM4006	4044006
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M22URS9PW1AN	APX4500	471CPK0132	Disp CS	4044194
			DVRs	4044195
			DVRs	4044196
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H97TGD9PW1AN	APX7000	655CPF0989	JACSP4284	4044284
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H97TGD9PW1AN	APX7000	655CPF0995	JACSP4290	4044290
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H97TGD9PW1AN	APX7000	655CPF0998	JACSP4293	4044293
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H97TGD9PW1AN	APX7000	655CPF1002	JACSP4297	4044297
H97TGD9PW1AN	APX7000	655CPF1003	JACSP4298	4044298
H97TGD9PW1AN	APX7000	655CQM2074	JACSP4299	4044299
H97TGD9PW1AN	APX7000	655CQM2075	JACSP4300	4044300
H97TGD9PW1AN	APX7000	655CQM2076	JACSP4301	4044301
H97TGD9PW1AN	APX7000	655CQM2077	JACSP4302	4044302
H97TGD9PW1AN	APX7000	655CQM2078	JACSP4303	4044303

M28URS9PW1AN	XTL1500	775TFQ0888		4041701
M28URS9PW1AN	XTL1500	775TFQ1051		4041702
M28URS9PW1AN	XTL1500	775TFQ0886		4041703
M28URS9PW1AN	XTL1500	775TFQ0903		4041704
M28URS9PW1AN	XTL1500	775TFQ0912		4041705
M28URS9PW1AN	XTL1500	775TFQ1103		4041706
				thru
				4041800
H98UCF9PW6AN	APX6000Li	755CPK0088		4041801
H98UCF9PW6AN	APX6000Li	755CPK0089		4041802
H98UCF9PW6AN	APX6000Li	755CPM2727		4041803
H98UCF9PW6AN	APX6000Li	755CPM2728		4041804
H98UCF9PW6AN	APX6000Li	481CQH5935		4041805
H98UCF9PW6AN	APX6000Li	481CQH5936		4041806
H98UCF9PW6AN	APX6000	481CRM1094		4041807

H98UCF9PW6AN	APX6000	481CRM1095		4041808
				4041900

M28URS9PW1AN		775TFQ1095		4041101
M28URS9PW1AN		775TFQ1044		4041102
M28URS9PW1AN		775TFQ1074		4041103
M28URS9PW1AN		775TFQ0884		4041104
				thru
				4041200
H98UCF9PW6AN	APX6000Li	755CPK0087		4041201
H98UCF9PW6AN	APX6000Li	755CPM3114		4041202
H98UCF9PW6AN	APX6000Li	755CPM3115		4041203
H98UCF9PW6AN	APX6000Li	755CPM3116		4041204
H98UCF9PW6AN	APX6000Li	755CPM3117		4041205
				4041300

M28URS9PW1AN	XTL1500	775TFQ1117		4042101
M28URS9PW1AN	XTL1500	775TFQ0883		4042102
M28URS9PW1AN	XTL1500	775TFQ0894		4042103
M28URS9PW1AN	XTL1500	775TFQ0904		4042104
M28URS9PW1AN	XTL1500	775TFQ1114		4042105
M28URS9PW1AN	XTL1500	775TFQ1137		4042106
				thru
				4042200
H98UCF9PW6AN	APX6000Li	755CPK0081		4042201
H98UCF9PW6AN	APX6000Li	755CPK0082		4042202
H98UCF9PW6AN	APX6000Li	755CPK0125		4042203
H98UCF9PW6AN	APX6000Li	755CPK0126		4042204
H98UCF9PW6AN	APX6000Li	755CPK0127		4042205

H98UCF9PW6AN	APX6000Li	755CQB0167		4042206
				thru
				4042300

M28URS9PW1AN	XTL1500	775TFQ0891		4041301
M28URS9PW1AN	XTL1500	775TFQ1104		4041302
M28URS9PW1AN	XTL1500	775TFQ1130		4041303
M28URS9PW1AN	XTL1500	775TFQ0431		4041304
M28URS9PW1AN	XTL1500	775TFQ0918		4041305
M28URS9PW1AN	XTL1500	775TFQ1090		4041306
M28URS9PW1AN	XTL1500	775TFQ0425		4041307
M28URS9PW1AN	XTL1500	775TFQ0916		4041308
M28URS9PW1AN	XTL1500	775TFQ1122		4041309
M28URS9PW1AN	XTL1500	775TFQ0902		4041310
M28URS9PW1AN	XTL1500	775TFQ0890		4041311
				4041312
				4041313
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				4041325
				4041326
				4041327
M28URS9PW1AN	XTL1500	775TFQ1118		4041328
				thru
M28URS9PW1AN	XTL1500	775TFQ0914		4041400
H98UCF9PW6AN	APX6000Li	755CPK0096		4041401
				4041402
H98UCF9PW6AN	APX6000Li	755CPK0097		4041403

H98UCF9PW6AN	APX6000Li	755CPK0098		4041404
				4041405
H98UCF9PW6AN	APX6000Li	755CPK0099		4041406
				4041407
H98UCF9PW6AN	APX6000Li	755CPK0100		4041408
H98UCF9PW6AN	APX6000Li	755CPX0338		4041409
				4041410
H98UCF9PW6AN	APX6000Li	755CPX0339		4041411
H98UCF9PW6AN	APX6000Li	755CPX0340		4041412
H98UCF9PW6AN	APX6000Li	755CPX0341		4041413
H98UCF9PW6AN	APX6000Li	755CPX0342		4041414
				4041415
H98UCF9PW6AN	APX6000Li	755CPX0343		4041416
				4041417
				4041418
				4041419
				4041420
				4041421
H97TGD9PW1AN	APX7000	655CRD0557	OGPD-P622	4041422
				thru
				4041500

Type = mobile, portable, control station, portable repeater

EXHIBIT B

Agency Contacts:

MARRS Management Council

Name: Eric Winebrenner

Title: Major

Address: 1125 Locust, Kansas City, MO 64106

Telephone Number (816) 513-6593

Email Address: Eric.Winebrenner@KCPD.org

MARRS Technical Committee

Name: Edward Brundage

Title Technical Assistance Manager

Address: 5304 Municipal Ave, Kansas City, MO 64120

Telephone Number: (816) 482-8510

Email Address: Edward.Brundage @KCPD.org

Prime Site Agency

Name: Zach Walker

Title: City Manager

Address: 111 E. Maple, Independence, MO 64050

Telephone Number: (816) 325-7019

Email Address: ZWalker@indepmo.org

Subscriber Agency

Name: Mark Trosen

Title: Deputy Chief Operating Officer

Address: 415 East 12th, Kansas City, MO 64106

Telephone Number: (816) 881-3169

Email Address: MTrosen@jacksongov.org

EXHIBIT C

	Subscriber Counts					Subscriber Costs	Cost per Subscriber
	Independence	CJCFD	Blue Springs	Sugar Creek	Jackson County		
2016	1483	154	357	76	288	\$492,971	\$17.62
2017	1483	154	357	76	288	\$499,004	\$17.68
2018	1483	154	357	76	261	\$505,709	\$17.92
2019	1483	154	357	76	261	\$548,752	\$19.45

*Independence Subscriber count includes City of Independence, Lake City Army Ammunition Plant Security, Blue Springs School District Police, American Medical Response, Independence School District, Fort Osage Fire District

**The MARRS Subscriber fee model is currently under revision. A consultant has been retained by MARC to review existing fees. Subscriber fees, beginning in January 2017, may be adjusted based upon recommendations made to the MARRS Executive Committee.

***Subscriber fees are based upon the total maintenance costs divided by number of subscribers. Adding additional subscribers may require additional channel capacity resulting in higher infrastructure and maintenance costs. Subscriber agencies will not add additional subscriber equipment without the approval of the Prime Site Agency.

****Jackson County agencies are currently utilizing the Eastern Jackson County Radio System. Subscriber fees will commence effective January 1, 2017.