

METROPOLITAN AREA REGIONAL RADIO SYSTEM

User Agency Master Site Port Agreement

This Agreement, dated _____ is between the city of Kansas City, Missouri (“Host Agency”) and Jackson County, Missouri (“User Agency”).

RECITALS

A. The Host Agency has entered into that certain Metropolitan Area Regional Radio System Agreement dated April 8, 2010 (MARRS Agreement), in connection with the operation of a metropolitan regional radio system (MARRS) for public safety and other services.

B. Under the MARRS Agreement, the Host Agency is authorized to enter into this cooperative agreement to allow the User Agency to participate in the MARRS to further local government communications interoperability.

C. The User Agency currently operates a separate radio communications system and/or PSAP for public safety and other services in Jackson County, MO.

D. The User Agency desires to join MARRS as a Prime site and/or PSAP as set forth in this Agreement.

E. The parties to this Agreement have determined that their cooperative effort will be a benefit to the public’s health, safety, and welfare.

F. The MARRS Agreement provides that the User Agency, upon joining the MARRS, shall reimburse the Host Agency for the actual and anticipated costs for the utilization of the existing Host Agency system master site,

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 MARRS Agreement, a copy of which has been provided to the User Agency.

Additional definitions:

Prime Site shall mean the central controlling site of a trunked Simulcast system where all audio processing and channel resource management occurs.

Master Site shall mean OmniLink Master Site. A Master Site containing one or more sets of zone control equipment

PSAP shall mean Public Safety Answering Point

Coverage area shall mean the geographic area where the base station can communicate with mobile and portable radios.

2. **Authorization.** The User Agency is hereby authorized by the Host Agency to utilize the Host Agency's MARRS communications 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 User Agency agrees it shall acquire and maintain its own radio equipment, including, but not limited to, mobile/portable radios, base stations, and dispatch consoles. All such equipment used by the User Agency's emergency responders shall meet applicable public safety standards. The User Agency agrees to be responsible for furnishing and maintaining additional remote sites, antenna and channel capacity, and backhaul/T1 capacity necessary to provide the coverage and traffic capabilities to support its inclusion in the Host Agency's system. Such equipment shall meet or exceed the specifications for like equipment already in use by the Host Agency.
5. **Protection of System.** The User Agency agrees that it shall not degrade or negatively impact the radio operations of the Host Agency or any other authorized user of the MAARS. The User Agency also agrees to use only equipment that has been approved by the Technical Committee or the Host Agency.
6. **System Performance.** The User Agency agrees that its radio system has been designed to meet the anticipated peak use by the User Agency. The User Agency shall operate its radio system with a goal to provide a minimum of 95% coverage within the User Agency's coverage area utilizing a portable radio worn at the hip, on the street.
7. **Committee Participation.** The User Agency agrees it shall be a member of the Users Committee and shall appoint one representative to such committee. In addition, the User Agency 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 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 Management Council's assistance, the matter shall be submitted to the 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 contact persons for the parties for purposes of this Agreement are the following:

For the Host Agency: City of Kansas City, Missouri
 Technical Systems Manager
 Communications Support Unit
 1125 Locust Street
 Kansas City, MO 64106

For the User Agency: Jackson County
 Director of Finance
 415 E 12th Street
 Kansas City, MO 64106

10. **Maintenance of System.** The Host Agency shall manage the day-to-day operations of the Host Agency and User Equipment operating on its trunked radio system. The Host Agency and the User Agency each agree to maintain the infrastructure and user equipment according to manufacturer specifications as approved by the 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 Host Agency and the User Agency each agree to operate by interoperability standards agreed upon by the Management Council.

12. **FCC Licenses.** The Host Agency agrees to maintain any necessary FCC licenses for its system. The parties agree that the User Agency shall maintain any licenses held by the User Agency for any frequencies that may become part of the Host Agency system.

13. **Compensation.** The User Agency agrees to pay the Host Agency the amounts set forth on the attached Exhibit A.

14 **Payment Terms.** The User Agency agrees to the payment terms outlined in Exhibit A.

15. **Force Majeure.** The parties agree that the Host Agency 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 Host Agency.

16. **No Warranty, Waiver.** The parties agree that there is no warranty, express or implied with respect to the MARRS or any radio system operated by any of the parties

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 contact persons for the parties for purposes of this Agreement are the following:

For the Host Agency: City of Kansas City, Missouri
 Technical Systems Manager
 Communications Support Unit
 1125 Locust Street
 Kansas City, MO 64106

For the User Agency: Jackson County, Missouri
 Director of Finance
 415 E 12th Street
 Kansas City, MO 64106

10. **Maintenance of System.** The Host Agency shall manage the day-to-day operations of the Host Agency and User Equipment operating on its trunked radio system. The Host Agency and the User Agency each agree to maintain the infrastructure and user equipment according to manufacturer specifications as approved by the 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 Host Agency and the User Agency each agree to operate by interoperability standards agreed upon by the Management Council.

12. **FCC Licenses.** The Host Agency agrees to maintain any necessary FCC licenses for its system. The parties agree that the User Agency shall maintain any licenses held by the User Agency for any frequencies that may become part of the Host Agency system.

13. **Compensation.** The User Agency agrees to pay the Host Agency the amounts set forth on the attached Exhibit A.

14 **Payment Terms.** The User Agency agrees to the payment terms outlined in Exhibit A.

15. **Force Majeure.** The parties agree that the Host Agency 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 Host Agency.

16. **No Warranty, Waiver.** The parties agree that there is no warranty, express or implied with respect to the MARRS or any radio system operated by any of the parties

This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

Host Agency

City of Kansas City Mo

By: _____

Title:

Date:

Approved as to form:

Assistant County Counselor

User Agency

Jackson County, Missouri

By: _____

Title:

Date:

Approved as to form:

EXHIBIT A

Compensation and Payment Terms

Kansas City, Missouri Master Site Port Model (5+ Year Forecast)

KC System	Master Site Ports	Shared Cost Year 1	Per Port Cost	Shared Cost Year 2	Per Port Cost	Shared Cost Year 3	Per Port Cost	Shared Cost Year 4	Per Port Cost	Shared Cost Year 5	Per Port Cost
KCMO	KCMO Simulcast	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
	Independence Simulcast	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
	Clay County Simulcast	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
	Jackson County Simulcast	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
	System Ports Used	6	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
	PSAPS										
	KCPD	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
	KCFD	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
	KCPD/KCFD Backup	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
	Water	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23
Aviation	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
VA Hospital	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
North Kansas City	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Clay County Consolidated	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Riverside	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Independence	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Blue Springs	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Raytown	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Grandview	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Liberty	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Excelsior	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Jackson County	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Lees Summit PD	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Lees Summit FD	1	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
PSAP Ports Used	24	\$12,107.50	3.33%	\$12,166.67	3.33%	\$12,186.97	3.33%	\$12,207.50	3.33%	\$12,228.23	
Total Ports Used	30										

Subscriber Model Combined

Year	Subscriber Counts		Subscriber Costs		Cost Per Subscriber	
	KCMO	Combined	KCMO	Combined	Monthly	Yearly
Year 1	12200	4259	\$1,438,573.60	\$2,915,599.60	\$14.76	\$177.12
Year 2	12200	4259	\$1,441,631.60	\$2,927,541.60	\$14.82	\$177.84
Year 3	12200	4259	\$1,442,680.60	\$2,937,789.29	\$14.87	\$178.44
Year 4	12200	4259	\$1,443,741.60	\$2,948,379.36	\$14.93	\$179.16
Year 5	12200	4259	\$1,444,812.60	\$2,959,322.16	\$14.98	\$180.00