

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Subscriber Agency Agreement with the City of Independence, Missouri, for the furnishing of utilization and maintenance costs in compliance with the Metropolitan Area Regional Radio System, at a cost to the County not to exceed \$60,895.00 in 2017, subject to appropriation in the 2017 and future years' annual budget.

RESOLUTION NO. 19324, December 5, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Ordinance 4471, dated November 5, 2012, the Legislature did award a contract to Motorola Solutions, Inc., for the furnishing of a narrow band public radio system for use by the Sheriff's Office, Parks + Rec Department, Public Works Department, Emergency Management Office, and the Transportation Unit of the Department of Corrections, as required by the Federal Communication Commission; and,

WHEREAS, by Resolution 18276, dated October 14, 2013, the Legislature authorized the execution of a User Agency Master Site Port Agreement necessary for the County to join the Metropolitan Area Regional Radio System (MARRS), which was established to further local government communication interoperability; and,

WHEREAS, as a member of MARRS, the County is required to comply with standards adopted by the MARRS board to maintain the integrity of the P25 Digital Radio System; and,

WHEREAS, the City of Independence, Missouri (the "City") is a Prime Site Agency under the MARRS Memorandum of Understanding; and,

WHEREAS, the County and the City desire to enter into an agreement to operate radio subscriber equipment within the Eastern Jackson County P25 Radio System, at a cost to the County in 2017 in an amount not to exceed \$60,895.00; and,

WHEREAS, the attached Subscriber Agency Agreement with the City of Independence is a suitable mechanism by which to implement the mutual understanding of the City and County related to utilization and maintenance costs of this system ; and,

WHEREAS, this Agreement will be renewed annually upon the mutual agreement of both parties, with funding subject to appropriation in the 2017 and future years' annual budget; and,

WHEREAS, execution of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Subscriber Agency Agreement with the City of Independence; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, subject to appropriation in the 2017 and future years' annual budgets.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19324 of December 5, 2016, was duly passed on December 7, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 0

Excused 1

12.7.16
Date



Mary Jo Spino, Clerk of Legislature

Funding for 2017 and future years is subject to annual appropriation in the County's then current budget.

November 28, 2016
Date



Roger
Chief Financial Officer

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

P-25 Radio System or the MARRS shall be maintained as a closed record, if allowed by applicable state laws

22. Modification; Entire Agreement. This Agreement may be amended by the written approval of the parties.

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

**Eastern Jackson County P25 Radio System
(City of Independence, Missouri)**

By: Zadony Waller

City Manager

Title:

11-3-16

Date:

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

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
M30TSS9PW1AN	APX7500	656CPF1955	JACSM4007	4044007
M30TSS9PW1AN	APX7500	656CPF1956	JACSM4008	4044008
M30TSS9PW1AN	APX7500	656CPF1957	JACSM4009	4044009
M30TSS9PW1AN	APX7500	656CPF1958	JACSM4010	4044010
M30TSS9PW1AN	APX7500	656CPF1959	JACSM4011	4044011
M30TSS9PW1AN	APX7500	656CPF1960	JACSM4012	4044012
M30TSS9PW1AN	APX7500	656CPF1962	JACSM4013	4044013
M30TSS9PW1AN	APX7500	656CPF1963	JACSM4014	4044014
M30TSS9PW1AN	APX7500	656CPF1964	JACSM4015	4044015
M30TSS9PW1AN	APX7500	656CPF1965	JACSM4016	4044016
M30TSS9PW1AN	APX7500	656CPF1966	JACSM4017	4044017
M30TSS9PW1AN	APX7500	656CPF1967	JACSM4018	4044018
M30TSS9PW1AN	APX7500	656CPF1968	JACSM4019	4044019
M30TSS9PW1AN	APX7500	656CPF1969	JACSM4020	4044020
M30TSS9PW1AN	APX7500	656CPF1970	JACSM4021	4044021
M30TSS9PW1AN	APX7500	656CPF1971	JACSM4022	4044022
M30TSS9PW1AN	APX7500	656CPF1972	JACSM4023	4044023
M30TSS9PW1AN	APX7500	656CPF1973	JACSM4024	4044024
M30TSS9PW1AN	APX7500	656CPF1974	JACSM4025	4044025
M30TSS9PW1AN	APX7500	656CPF1975	JACSM4026	4044026
M30TSS9PW1AN	APX7500	656CPF1976	JACSM4027	4044027
M30TSS9PW1AN	APX7500	656CPF1977	JACSM4028	4044028
M30TSS9PW1AN	APX7500	656CPF1978	JACSM4029	4044029
M30TSS9PW1AN	APX7500	656CPF1979	JACSM4030	4044030
M30TSS9PW1AN	APX7500	656CPF1980	JACSM4031	4044031

M30TSS9PW1AN	APX7500	656CPF1981	JACSM4032	4044032
M30TSS9PW1AN	APX7500	656CPF1982	JACSM4033	4044033
M30TSS9PW1AN	APX7500	656CPF1983	JACSM4034	4044034
M30TSS9PW1AN	APX7500	656CPF1984	JACSM4035	4044035
M30TSS9PW1AN	APX7500	656CPF1985	JACSM4036	4044036
M30TSS9PW1AN	APX7500	656CPF1986	JACSM4037	4044037
M30TSS9PW1AN	APX7500	656CPF1987	JACSM4038	4044038
M30TSS9PW1AN	APX7500	656CPF1988	JACSM4039	4044039
M30TSS9PW1AN	APX7500	656CPF1989	JACSM4040	4044040
M30TSS9PW1AN	APX7500	656CPF1990	JACSM4041	4044041
M30TSS9PW1AN	APX7500	656CPF1991	JACSM4042	4044042
M30TSS9PW1AN	APX7500	656CPF1992	JACSM4043	4044043
M30TSS9PW1AN	APX7500	656CPF1993	JACSM4044	4044044
M30TSS9PW1AN	APX7500	656CPF1994	JACSM4045	4044045
M30TSS9PW1AN	APX7500	656CPF1995	JACSM4046	4044046
M30TSS9PW1AN	APX7500	656CPF2718	JACSM4047	4044047
M30TSS9PW1AN	APX7500	656CPF2719	JACSM4048	4044048
M30TSS9PW1AN	APX7500	656CPF2720	JACSM4049	4044049
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M30TSS9PW1AN	APX7500	656CPF2722	JACSM4051	4044051
M30TSS9PW1AN	APX7500	656CPF2723	JACSM4052	4044052
M30TSS9PW1AN	APX7500	656CPF2724	JACSM4053	4044053
M30TSS9PW1AN	APX7500	656CPF2725	JACSM4054	4044054
M30TSS9PW1AN	APX7500	656CPF2726	JACSM4055	4044055
M30TSS9PW1AN	APX7500	656CPF2727	JACSM4056	4044056
M30TSS9PW1AN	APX7500	656CPF2728	JACSM4057	4044057
M30TSS9PW1AN	APX7500	656CPF2729	JACSM4058	4044058
M30TSS9PW1AN	APX7500	656CPF2730	JACSM4059	4044059
M30TSS9PW1AN	APX7500	656CPF2731	JACSM4060	4044060
M30TSS9PW1AN	APX7500	656CPF2732	JACSM4061	4044061
M30TSS9PW1AN	APX7500	656CPF2733	JACSM4062	4044062
M30TSS9PW1AN	APX7500	656CPF2734	JACSM4063	4044063
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M30TSS9PW1AN	APX7500	656CPF2739	JACSM4068	4044068
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M30TSS9PW1AN	APX7500	656CPF1997	JACSM4098	4044098
M25URS9PW1AN	APX6500Li	652CPK0064	JACSM4099	4044099
M21URM9PW1AN	XTL2500	514CPF1158	Disp CS	4044192
M21URM9PW1AN	XTL2500	514CPF1159	Disp CS	4044193
M22URS9PW1AN	APX4500	471CPK0132	Disp CS	4044194
			DVRs	4044195
			DVRs	4044196
M25URS9PW1AN	APX6500	527CPM3415	Disp CS	4044197

M25URS9PW1AN	APX6500	527CPM3416	Disp CS	4044198
M25URS9PW1AN	APX6500	527CPM3417	Disp CS	4044199
M25URS9PW1AN	APX6500	527CPM3418	Disp CS	4044200

H97TGD9PW1AN	APX7000	655CPF0927	JACSP4201	4044201
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H97TGD9PW1AN	APX7000	655CPF0958	JACSP4253	4044253
H97TGD9PW1AN	APX7000	655CPF0959	JACSP4254	4044254
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H97TGD9PW1AN	APX7000	655CPF0962	JACSP4257	4044257
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				thru
				4041800
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M28URS9PW1AN		775TFQ1074		4041103
M28URS9PW1AN		775TFQ0884		4041104
				thru
				4041200
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H98UCF9PW6AN	APX6000Li	755CPM3114		4041202
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				4041300

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M28URS9PW1AN	XTL1500	775TFQ1114		4042105
M28URS9PW1AN	XTL1500	775TFQ1137		4042106
				thru
				4042200
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H98UCF9PW6AN	APX6000Li	755CPK0127		4042205

H98UCF9PW6AN	APX6000Li	755CQB0167		4042206
				thru
				4042300

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				4041327
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				thru
M28URS9PW1AN	XTL1500	775TFQ0914		4041400
H98UCF9PW6AN	APX6000Li	755CPK0096		4041401
				4041402
H98UCF9PW6AN	APX6000Li	755CPK0097		4041403

H98UCF9PW6AN	APX6000Li	755CPK0098		4041404
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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:

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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.