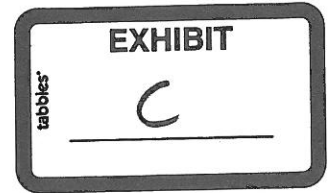


15-471



INTERLOCAL AGREEMENT

**BETWEEN
THE CITY OF AKRON, OHIO
AND
THE COUNTY OF SUMMIT, OHIO**

**FOR THE SUMMIT COUNTY – AKRON P25 COMPLIANT
REGIONAL RADIO SYSTEM**

This Agreement is entered into by and among the County of Summit, Ohio, “County”, located at 175 South Main Street, 8th Floor, Akron, Ohio 44308, and the City of Akron, Ohio, “City”, located at 166 South High Street, Akron, Ohio 44308, hereinafter collectively referred to as the “Owners”.

WHEREAS, the Owners operate an interoperable regional radio system, (“System”) which provides public safety communications; and

WHEREAS, the Owners desire to enter into this Agreement to establish basic parameters for System operations, including but not limited to sharing costs, revenues, facilities, and resources pertaining to the System.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the Owners agree as follows:

I. DEFINITIONS

A. “User” shall mean any political subdivision of the State of Ohio, State, Federal, Non-Governmental Organization, or Commercial or other entity which has executed a “User Agreement”.

B. “FCC” shall mean the Federal Communications Commission or any successor agency

C. “System Key” shall mean the digital electronic key device necessary for subscriber and infrastructure programming associated with the trunked radio system. The System Key is the property of the Owners. The Radio System Administrator may provide a vendor or user with a system key device as required to ensure subscriber units are programmed in a timely and economical fashion.

D. “System” shall mean equipment buildings and their contents, external grounding system, tower and antenna system, microwave system, fencing and all fixed appurtenances within the equipment building fenced in area. This includes any additional sites and related infrastructure that may be added to the System

- E. "System Upgrade and Maintenance Agreement" or "SUA" shall mean the System Upgrade and Maintenance Agreement entered into between the County and Motorola Solutions, Inc. ("Motorola") for the on-going upgrade and maintenance of the System, a copy of which is attached hereto as Exhibit A.
- F. "Cooperative Agreement" shall mean the Cooperative Agreement entered into between the County and the City for the purpose of establishing the parties' relative responsibilities in the upgrade of the System from an 800 MHz to P25 compliant platform. A copy of which is attached hereto as Exhibit B.
- G. "Lease-Purchase Agreement" shall mean the Lease-Purchase Agreement entered into between the City and the County for the payment by the City of its share of the upgrades to the System, a copy of which is attached hereto as Exhibit C.

II. TERM OF AGREEMENT

A. This Agreement shall be in effect commencing on the last date signed by all parties and shall terminate on December 31, 2025. This Agreement may be renewed for additional, consecutive five (5) year terms, upon the prior written consent of all parties.

B. Termination. This agreement may only be terminated by mutual agreement of the parties

III. SYSTEM ADMINISTRATION

A. Radio System Administrator.

1. The Radio System Administrator shall provide administrative direction for the System and oversee System planning, management, maintenance and daily operations.

2. The Radio System Administrator shall work in an advisory capacity to the Owners and System Administrative Committee.

3. The Radio System Administrator shall be an employee of the County, within the Division of Public Safety, and whose hiring shall be recommended by the System Executive Committee, and subject to the approval of the Owners.

B. System Executive Committee.

1. The System Executive Committee shall make recommendations to the Owners regarding policy and budgetary issues related to the System.

2. The System Executive Committee shall be comprised of two representatives from the City, two representatives from the County, a representative from the Summit County Emergency Management Executive Committee (SCEMEC), a representative from the System Administrative Committee and the Radio System Administrator.

- C. System Administrative Committee. (SAC)
 - 1. The System Administrative Committee shall be responsible for recommending policies and procedures to the System Executive Committee for System use and shall meet regularly to address use and maintenance issues associated with the System.
 - 2. The System Administrative Committee shall be comprised of one representative from each User community, agency, or organization, as determined by the highest ranking official of that User community, agency or organization. Each representative will have equal representation for issues brought before SAC.
 - 3. The County and City, as Users, will each have one representative as a voting member of SAC. In addition, County and City will each have one Owner representative as a non-voting member of SAC.

- D. OWNERS.
 - 1. The Owners will have final determination regarding System issues.
 - 2. The Owners agree to enter into maintenance contracts as needed in order to maintain the System. Specifically, the Owners agree that the County shall enter into the System Upgrade Agreement (“SUA”) for the on-going upgrade and maintenance of the System. As the SUA needs renewed from time to time, the Owners shall agree as to whether the County should renew the SUA.
 - 3. The Owners shall be responsible for maintaining their respective communications center equipment, console furniture, dispatch consoles, central electronics banks, call loggers, and subscriber units.

IV. SYSTEM EXPENDITURES & REVENUE

- A. The County shall serve as the fiscal agent for the System.
 - 1. The County shall be responsible for the collection of all fees generated by the System.
 - 2. All System fees shall be deposited in a special revenue account specifically earmarked for the System.
 - 3. The County shall be responsible for payment of all previously approved expenditures for the System, in accordance with the Summit County Purchasing Policy, and any other regulations governing revenues associated with such payments.
 - 4. The County shall maintain records for all fees collected and funds disbursed and the records shall be subject to inspection and audit.

B. All System revenue, including, but not limited to User Fees, will be used towards recurring and non-recurring costs associated with the daily operation of the System, administration cost of the System, and/or hardware and software enhancements to the System, including payment of the cost of the SUA which can be attributed to the System as set forth in section IV(F), below, and any other such costs deemed necessary for the operation or improvement of the System.

C. The Radio System Administrator will be responsible to monitor and document all revenues and costs associated with the System.

D. The Radio System Administrator shall be responsible for invoicing and collecting User fees semiannually for costs associated with System use. User fees may be pro-rated based on when the radio(s) becomes active on the System.

E. The Owners will equally share recurring and non-recurring costs of the System, not otherwise covered through User Fees or other revenue specifically designated for the System.

F. The Owners acknowledge that the SUA includes maintenance, support and upgrade of the System, which is also defined as the Joint Equipment in the Cooperative Agreement as well as certain equipment, radios and consoles that are either part of the County Equipment or City Equipment as those terms are defined in the Cooperative Agreement. The Owners agree that the costs of the SUA attributed to the System will be paid by the System revenue while the costs of the SUA attributed to the County Equipment will be paid by the County and the costs of the City Equipment will be paid by the City through reimbursement to the County, who will initially pay the County and City Equipment costs to Motorola under the SUA. City shall reimburse the County all costs owed under this subsection within 30 days of an invoice from the County.

V. FCC LICENSES

The Owners agree that all 800MHz, 6GHz, and 11GHz frequencies independently held by each Owner and used for the System shall be co-licensed for the term of this agreement. The Radio System Administrator is responsible for maintaining and modifying these licenses as needed to support the SYSTEM. Neither the County nor City shall have applicable Users fees reduced based on the quantity of frequencies licensed.

VI. TITLE TO THE SYSTEM

The County shall own the System during the period of the financing for the System subject to the terms and conditions of the Lease-Purchase Agreement. The Owners hold all rights to their respective equipment as identified in Exhibit "C" "Site Allocation" table, Exhibit "D" "Site Ownership", and table, unless modified by any agreement between the parties for the financing of upgrades to the SYSTEM. Each party shall have right of use and access. Proprietary software shall be licensed and titled to the Owners pursuant to the terms of the software license agreement incorporated into the agreement between the County and MSI for the purchase of the System.

Both the County and the City each individually own or lease certain real property and radio tower infrastructure that will be location for all or part of the Joint Equipment. The County and the City each grant to the other the right to install, access and maintain the Joint Equipment on the real property individually owned or leased by each entity and further agree that to further the purpose of this Agreement as well as the Lease and the Cooperative Agreement that neither shall charge the other any fee, rent, or other charge for the use of the same.

VII. RECORDS AND REPORTS

The County and City shall maintain and provide to each other upon request, the following records and reports: Accounting and fiscal records adequate to audit and otherwise verify claims for reimbursement, and other records and reports as required by the County or City to enable it to comply with local, state and federal statutes and regulations, and the County's bond issuance documents.

VIII. NO WAIVER

No waiver of a breach of any provision of this Agreement will constitute a waiver of any other breach or of any provisions, and no course of conduct or any delay by County or City in exercising any rights under this Agreement will waive any rights of County or City to require strict compliance with the remainder of this Agreement.

IX. MODIFICATION

Any modification of this Agreement to be valid must be in writing and signed by the County's and City's authorized representative.

X. NON-ASSIGNMENT

County and City agree not to assign its duties under this Agreement without written consent from the other.

XI. JURISDICTION

This Agreement will be 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 the Akron Municipal Court or the Summit County Court of Common Pleas, and the City and County consent to the jurisdiction and venue of those courts.

XII. ENTIRE AGREEMENT

This Agreement and all documents incorporated herein by reference constitute the entire agreement between the parties. This Agreement supersedes and replaces all prior agreements.

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement and the effective date will be the date on which this Agreement is signed by all parties.

Signatures appear on the next page.

CITY OF AKRON, OHIO

By: _____
Jeff Fusco, Mayor
City of Akron

Dated: _____

Approved as to form and correctness:

Patricia A. Rubright
Director of Law, City of Akron

COUNTY OF SUMMIT, OHIO

By: _____
Russell M. Pry, Executive
County of Summit

Dated: _____

Approved as to form and correctness:

Deborah S. Matz, Director
Department of Law, Insurance and Risk Management
County of Summit

EXHIBIT "C"

SITE ALLOCATION TABLE

Site Name	Total Channels	Akron Channels	Summit Channels	Akron PCT	Summit PCT
Hardy	25	20	5	20	5
Green	25	20	5	20	5
Longstone	25	20	5	20	5
Springhill	25	20	5	20	5
Twinsburg	25	20	5	20	5

EXHIBIT "D"

SITE OWNERSHIP TABLE

Site Name	Property	Tower	Shelter	Generator	Utilities	Microwave	Fiber
Hardy	Akron	AT&T/CC	Summit	Summit	Summit	A/S	Akron
Fairlawn	Fairlawn	AT&T/CC	Fairlawn	Fairlawn	Fairlawn	A/S	N/A
Green	Green	Green	Green	Green	Green/Summit	A/S	N/A
Longstone	Akron	Akron	Akron	Akron	Akron	A/S	Akron
Springhill	Akron	Akron	Akron	Akron	Akron	A/S	Akron
Twinsburg	First Energy	Summit	Summit	Summit	Summit	A/S	N/A

