

RESOLUTION 19-54

**A RESOLUTION AUTHORIZING A SUBSCRIBER AGREEMENT WITH
WILLIAMSON COUNTY JOINT COMMUNICATIONS NETWORK AUTHORITY**

WHEREAS, the City of Spring Hill is joining the Williamson County Joint Communications Network (WCJCN); and

WHEREAS, the WCJCN was formed by interlocal agreement between Williamson County, the City of Brentwood, and the City of Franklin; and

WHEREAS, the yearly subscription fee per unit is \$425.40 as follows totaling \$27,651.00 (65 radios) for Fire Department radios \$45,092.40 and (106 radios) for Police Department Radios.

Fire Department

57 portable-\$24,247.80

8 mobile \$ 3,403.20

Fire Total **\$27,651.00**

Police Department

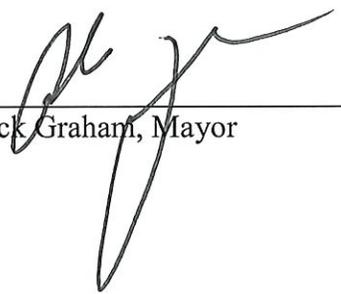
60 portable-\$25,524.00

46 mobile -\$19,568.40

Police Total **\$45,092.40**

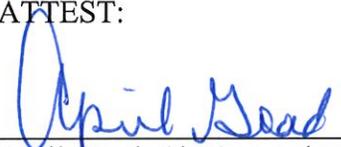
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorizes attached Subscriber Agreement with Williamson County Joint Communications Network Authority with the yearly maintenance fee for Fire and Police Departments in the total amount of **\$72,743.40**, as recommended by the Budget and Finance Advisory Committee on April 1, 2019.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 15th day of April, 2019.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

Subscriber Agreement
Williamson County Joint Communications Network Authority

This Subscriber Use Agreement ("Agreement") is made between the Williamson County Joint Communications Network Authority ("WCJCN") and _____ ("User"), for limited access and use of the Williamson County Emergency Communications System, subject to the obligations, limitations, and terms of this Agreement.

Whereas, the WCJCN was formed by interlocal agreement between Williamson County, the City of Brentwood, and the City of Franklin; and

Whereas, WCJCN is operated through its board of directors who are representatives from Williamson County, the City of Brentwood, and the City of Franklin; and

Whereas, WCJCN is currently constructing a 12 site, multi-channel, 700/800 MHz Radio System in which it anticipates fees for access and use of the system by non-members; and

Whereas, it is the intent of this Agreement to define the responsibilities and obligations of both parties:

I. Purpose.

The purpose of this Agreement is to create an atmosphere of cooperation in providing emergency communications access for the benefit of the citizens of Williamson County and Middle Tennessee.

II. Authority.

This Agreement is made and entered into pursuant to the authority granted by the State of Tennessee and the member's legislative bodies and the parties agree that all required approvals shall be the responsibility of the User. The User's Agency Chief Officer shall be the authorized representative of the User.

III. Definitions.

A. Agreement - means this Subscriber Use Agreement between WCJCN and the User, setting forth the terms and conditions under which access to the Network System is provided and, includes its exhibits, attachments, and any renewals or amendments.

B. Emergency Alert —means the System feature, which allows eligible Users to transmit emergency alerts.

C. Good Standing—means the User is in compliance with this Agreement and all applicable guidelines, policies, directives, and applicable law.

D. Network System means the 12 site, multi-channel, 700/800 MHz Radio System.

E. Public Safety Center means the facility located at 304 Beasley Drive, Franklin, Tennessee, which manages the technical operation of the Network System on a 24/7 basis.

F. Radio means the handheld voice and data communications equipment.

G. Radio Equipment means the User's voice and data communications radio and all other related equipment.

H. Service Provider means the entity under contract with the WCJCN to service and maintain the Radios.

I. Subscriber means the individual end users operating under the authority and guidance of the User.

J. System Management means the WCJCN responsibilities in the administration of Network Systems operations and selection of the services provided under this Agreement including, upgrades and enhancements.

K. Talk Groups means a configurable, pre-programmed, voice pathway in the Network System by which properly programmed Radio Equipment can communicate with each other

L. Technical Committee means the body responsible for assignment of identification numbers, programming and reprogramming, system management, and management and assignment of Talkgroups.

IV. Term.

The term of this Agreement shall commence on the date in which this Agreement is signed by both parties and continue for a period of three (3) years. Thereafter, the terms of this Agreement shall automatically renew for successive three (3) year terms conditioned on the User being in good standing and in compliance with this Agreement. The parties may terminate this Agreement by providing the other party with one hundred eighty (180). Termination will become the effective on the first day of the quarter following the expiration of the one hundred-eighty (180) day notice..

V. Annual Fee.

User shall pay an annual fee to WCJCN A in the amount of *Four hundred twenty-five and .40 cents (\$425.40)* ("Fee") per radio unit, for each fiscal year beginning July 1 through June 30, such Fee shall be prorated for the period commencing on the Activation Date for each radio unit through June 30, 20___. User shall pay the prorated Fee within thirty (30) days after receipt of invoice from WCJCN A thereafter. The Fee paid by the User shall be due without set-off notice or demand from WCJCN A. The Fee shall be paid *quarterly on the first day of the calendar quarter (i.e. January, April, July, and September)*. Should the User fail to pay the Fee or any part when due, WCJCN A reserves the right to charge a late fee of One and One Half Percent (1.5%) per month on the outstanding amount. The annual fee rate is subject to review prior to each fiscal year. The fee rate is subject to annual review by the WCJCN A. Should WCJCN A approve a fee rate increase, WCJCN A shall provide the User with a minimum of sixty (60) days written notice of the effective date to be effective on the first day of the fiscal year following the expiration of the sixty (60) day notice.

VI. WCJCN A's Responsibilities.

- A.** WCJCN A shall provide, subject to the terms of this Agreement, continuous 24 hour, 7 days a week for 365 days per year system availability to the Network System.
- B.** Subject to the availability of resources and labor, WCJCN A will work with User to develop talk group plans, including but not limited to User Talk Groups based on the User's mission and agents deployed and need for interoperability within their geographic location.
- C.** WCJCN A will be responsible for managing the Talk Groups to assure the User is using the Network System in accordance with this Agreement.
- D.** WCJCN A will assist User to train User's employees and other personnel must receive user training and/or "train the trainer" training.
- E.** In addition to the Annual Fees, User shall pay to WCJCN A an hourly fee of Fifty and 00/100 Dollars (\$50.00) for each hour WCJCN A representatives provide program related services to User's radios to be billed in increments of 0.2 hours. If requested by User, WCJCN A will provide an estimated calculation on the time it will take its representatives to provide services related to the radio programming.

VII. User's Responsibilities.

- A.** User shall be responsible for ensuring it's employees receive approved Radio user training.
- B.** User shall be responsible for maintenance and repair of actual radios used for the subscription service.
- C.** User shall be responsible for assuring radios are used for official public purposes only.
- D.** User shall ensure all FCC rules and regulations are strictly adhered to by User at all times, including breaks during long term transmissions.
- E.** User is strictly prohibited from subletting its service to any individual, agency, or organization without prior written consent of the WCJCN A.
- F.** User shall submit to WCJCN A their contact information and a list of the serial numbers for all radios utilizing the subscription services on a form provided by the Technical Committee.
- G.** User shall notify WCJCN A if there is any change in their radio inventory, including but not limited to lost/stolen devices or additional devices activated utilizing the subscription service.
- H.** User shall work with Technical Group to develop the proper talk groups in order to forward the mission of the User, without negatively impacting the Network System.
- I.** User shall be responsible for the proper use of each radio or receivers (such as encrypted pagers) subscribed to the Network System. Unauthorized rebroadcast of subscribers' radio audio, including streaming is strictly prohibited and will be considered a material breach of this Agreement. Proper FCC and WCJCN A radio protocol shall be followed at all times (e.g., Utilization of radio codes to shorten transmissions, transmission breaks during lengthy traffic, deferral to emergency traffic, etc). Frequencies and bandwidth support WCJCN A is at a

premium, use of the system is for legitimate public safety/governmental purposes only.

J. User must appoint an employee as its authorized point of contact. The User's point of contact will be responsible for authorization of modifications, coordination of new radios onto the Network System, and providing fleet mapping data to the WCJCN for record keeping purposes.

VIII. Radio Coverage. Portable radio coverage is not guaranteed and will vary from location to location. The User is responsible for conducting its own portable radio communications coverage test to determine the expected coverage level in User's desired coverage areas.

IX. Additional Radios. Approval of additional radio unit activation shall include but not be limited to the outcome of grade of service study ("Study") which shall be performed by a private qualified entity approved by WCJCN at the User's cost. The Study is a way of assuring that the additional radio devices will not adversely affect current communications on the Network System. If it is determined by WCJCN that the addition of channels and/or frequencies is necessary in order to accommodate the additional radio units WCJCN, at its discretion but upon providing prior written notification to User, shall install at User's expense any additional equipment that WCJCN deems necessary. User shall be responsible for all radio equipment and installation costs associated with the system infrastructure upgrade. User agrees that upon installation of any equipment on the system infrastructure, the equipment becomes the permanent property of WCJCN and WCJCN shall be responsible for maintenance of the equipment. Radios will have to meet minimum specifications defined in Appendix A.

X. Private Calling. Private calls are not permitted on the Network System and may result in immediate termination of the offending Subscriber.

XI. Emergency Management Plan. WCJCN maintains an Emergency Management Plan for the System. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.

XII. Infrastructure Upgrades and Enhancements. "Upgrades" are changes made to the Network System's infrastructure to assure compliance, or to improve existing features and operations, of the WCJCN. "Enhancements" are modifications made to Network System or related services that add functions or features not originally part of the Network System. Benefits of the Upgrades are currently provided to Users at no additional charge. However, for a User to access the new features and or enhancements, it may be necessary for the User to upgrade its Radios after the appropriate Network System upgrade is completed.

XIII. Network System Prohibited Use—No commercial, personal or non-public safety/governmental related business may be conducted through the Network System by Users, its authorized users or Service Provider.

XIV. Termination for Breach. Should User fail to fulfill, in a timely and proper manner, its obligations under this Agreement or if it should violate any of the terms of this Agreement, the WCJCN shall provide notice to User to cure the breach. User shall have ten (10) calendar days to cure the breach. Should User fail to cure the breach within the ten (10) days, then Williamson County shall have the right to immediately terminate this Agreement. Such termination shall not relieve User of any liability to WCJCN for unpaid fees or other damages sustained by virtue of any breach by User.

XV. Miscellaneous.

A. Authority to Contract. User represents that it has the requisite power to enter into this Agreement and that the person signing the Agreement has the authority to bind User to its obligations in this Agreement.

B. Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

C. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions,

and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

D. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement must not be considered a waiver or deprive the party of the right to later insist to the strict adherence to that term of the Agreement.

E. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

F. Modification. The rules and policies concerning the use of the Network System may be modified by the WCJCNA upon ninety (90) days advance written notice to Users. Terms in this Agreement that are specific to User may be modified by a written amendment signed by both parties.

G. Assignment. The rights and obligations of this Agreement are not assignable.

H. Governing Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

I. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

J. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

K. All notices given under this Agreement, except for emergency service requests, must be made in writing and addressed to the following:

To: Williamson County

Attn: Williamson County Mayor
1320 West Main St., Suite 125
Franklin, TN 37064

To: User

City of Spring Hill
P.O. Box 789
Spring Hill, TN 37174

To: WCJCNA

Attn: Bill Jorgensen
304 Beasley Dr.
Franklin, TN 37064

Written notices shall be deemed received three (3) days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above

L. Headings. The headings given to the sections and paragraphs of this Agreement are for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.

M. Effective Date. This Agreement is effective as of the date of the last signature.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Williamson County, Tennessee:

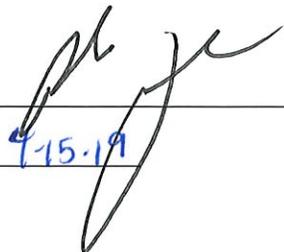
By: _____

Date: _____

User:

By: _____

Date: 9-15-19



Williamson County Joint Communications Network Authority:

By: _____

Date: _____

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Appendix A

Minimum Radio System Subscriber Requirements

- Astro Digital Operation
- Smart Zone Operation
- P25 9600 Baud Trunking
- Advanced System Key - Hardware
- Programming Over P25 (OTAP)
- Wi-Fi Capability (if available for the radio)
- Adaptive Noise Suppression
- Out of the Box Wi-Fi Provisioning (if available for the radio)
- AES Encryption
- Astro 25 OTAR with Multi-key
- Enhanced Data
- Group Services
- Packet Data (IV&D and Rs2)
- APX GPS Activation
- Enhanced Feature Hardware
- 700/800 GPS Antenna
- Radio Management Client