

ORDINANCE C-71-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A MULTI-YEAR COOPERATIVE AGREEMENT WITH FRANKLIN COUNTY

WHEREAS, the City has historically operated its own analog public safety radio system; and

WHEREAS, the City intends to partner with Franklin County in the construction of a new digital radio system that will enable the City to also connect to the statewide Ohio Multi-Agency Radio Communications ("MARCS") system; and

WHEREAS, access to the Franklin County and MARCS systems will enable the City to communicate with numerous State, County and local law enforcement and other public entities; and

WHEREAS, under this proposed agreement, the City would be able to purchase equipment at the County and/or MARCS negotiated pricing and the City will only be responsible for an additional monthly subscription fee of \$5.00 per radio beginning in 2015; and

WHEREAS, the agreement term exceeds twelve (12) months and must be approved by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Council hereby authorizes the City Administrator to execute the Franklin County Radio System Cooperative Agreement as set forth in Exhibit "A".

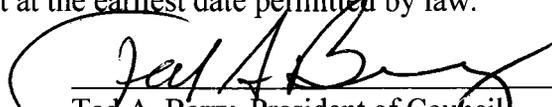
SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

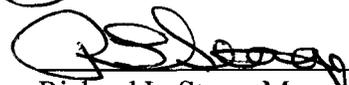
Passed: 11-04-13

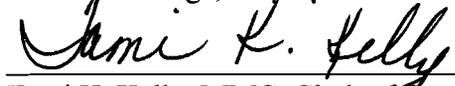
Effective: 12-04-13

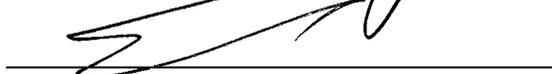
Attest:

I certify that this ordinance is correct as to form.

  
Ted A. Berry, President of Council

  
Richard L. Stage, Mayor

  
Tami K. Kelly, MMC, Clerk of Council

  
Stephen J. Smith, Director of Law

C-71-13  
Exhibit "A"

### Franklin County Radio System Cooperative Agreement.

This agreement is between the Board of Commissioners, Franklin County, Ohio (COUNTY) 373 S High St. Columbus Ohio 43215 and the City of Grove City, Ohio, (LICENSEE) 4035 Broadway, Grove City Ohio 43123 for the cooperative joint provisioning and beneficial use of communications resources.

Section 1 Use of Communications Systems. Subject to the terms and conditions of this agreement, the COUNTY agrees to make available the countywide 700/800 MHz Radio System for routine radio communications between and among LICENSEE radio users and with other authorized users of the radio system. This agreement becomes effective upon the date of execution by the COUNTY and will remain in effect as long as the 700/800 MHz Digital Radio System is in operation or until terminated by one or both parties.

A. LICENSEE will allow the use of their five (5) FCC licensed 800 MHz frequencies by the COUNTY in the best manner and locations for operation as part of the Franklin County Digital 700/800MHz system.

B. LICENSEE will allow the COUNTY to construct an antenna system and the necessary equipment shelter, at/on the water tower located at 5320 Discovery Dr., Grove City, Ohio. All work is subject to Grove City Water Division and City of Columbus Water Division standards. Appropriate building permits and other necessary approvals will be required for all work per city ordinances.

C. All manufacturer pricing for equipment or hardware, negotiated by the COUNTY or Ohio MARCS, will be available to Grove City, including associated public agencies, as a partner.

D. At the discretion of the LICENSEE, all radios will have the capability to roam to the County and the Multi-Agency Radio Communication System (MARCS) towers identified in the County/State agreement.

E. LICENSEE radios will be subject to a subscription fee of \$5.00 per radio per month, beginning January 1, 2015. Agencies that are dispatched by Grove City shall be subject to the same access fee on January 1, 2015. Prior to January 1, 2015 all services provided hereunder shall be at no cost to LICENSEE.

Section 2 Termination. Either party may terminate this agreement upon one hundred and twenty (120) days written notification to the other party.

Section 3 County Obligations. During the term of this agreement, the COUNTY shall:

A. Provide the necessary repeaters, control equipment and sufficient talkgroups or data connectivity to allow routine communications between all users on the system.

B. Maintain the 700/800 MHz Radio System in good working order. This does not guarantee that the system will be error free or without malfunction, or that all system features will be available at all times.

C. Maintain the Federal Communications Commission licenses on COUNTY licensed frequencies that grant authority to the Public Safety and Public Service agencies to operate legally on the assigned radio channels.

D. Maintain copies of records for all radios on the system.

- E. Provide programming information for user radios as needed because of operational changes or new access to the radio system.
- F. Notify the LICENSEE when the COUNTY becomes aware that equipment under the control of the LICENSEE is not operating as specified by the manufacturer.
- G. Give the LICENSEE adequate time to affect repairs to equipment under the control of the LICENSEE.
- H. Invoice the LICENSEE monthly for payments due the COUNTY as set forth in this agreement.
- I. Subject to the terms of this agreement, the LICENSOR agrees that the COUNTY has the responsibility to control the system so as to best provide for the health and safety of the citizens of Franklin County.

SECTION 4 Licensee Obligations. During the term of this agreement, the LICENSEE shall:

- A. Use the radio system solely for public purposes and not for financial or personal gain, or any other purpose.
- B. Maintain all equipment used on the system to keep it within the manufacturer's specifications and in accordance with applicable laws and regulations.
- C. Provide the COUNTY with copies of work orders for maintenance and service on all equipment that has radio frequency transmitting capability and is programmed to operate on the county system, upon request.
- D. Maintain the Federal Communications Commission licenses on the LICENSEE'S frequencies that grant authority to the Public Safety and Public Service agencies to operate legally on the assigned radio channels
- E. Allow access for technical personnel who are trouble-shooting a system issue or problem access to equipment under the control of LICENSEE when needed, in a cooperative manner.
- F. Notify the COUNTY ahead of time when planning to add, modify or remove equipment connected to the system. Only Motorola approved equipment shall be directly connected to the system.
- G. The LICENSEE will manage their assigned radio ID's and talk groups under the direction of a System Administrator. The LICENSEE shall maintain records of their radios and make these available to the COUNTY upon request.
- H. Not transfer, give, sell, loan or otherwise convey system software, computer data, hex codes, identification number listings, programming templates, talk group assignments, or other intellectual products related to the system operation.
- I. Pay the amounts due to the COUNTY in a timely manner.
- J. Maintain Worker's Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio, as it applies by law.

K. Be responsible for payment of repair charges on all radio equipment owned by Grove City, as well as the purchase or all consumable items including batteries, antennas and accessories.

L. LICENSEE is solely responsible for providing its users with user radio equipment for daily operations. (Portable or mobile radios, dispatch center equipment, and other user equipment)

Section 5 Notices. Except as specifically provided otherwise, all notices, consents and communications hereunder shall be given in writing and sent by certified mail to the respective addresses provided on the signature page of this document. The notice shall be deemed to be given upon receipt thereof, and shall be sent to the addresses provided herein.

Section 6 Amendments/Modifications. No modification of or amendment to this Agreement shall be effective or binding on either party unless mutually agreed in writing and signed by both parties.

Section 7 Governing Law. This Agreement shall be governed by the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, and performance. All actions regarding this Agreement shall be formed and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio and the parties hereby consent to the jurisdiction of such courts.

IN WITNESS THEREOF, the parties to this agreement have caused this agreement to be executed on this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

LICENSEE

City of Grove City  
4035 Broadway  
Grove City Ohio 43123

\_\_\_\_\_  
Charles W. Boso, Jr., City Administrator

\_\_\_\_\_  
William Vedra, Jr., Safety Director

COUNTY

Board of Commissioners, Franklin County  
373 S High St  
Floor 26  
Columbus, Ohio 43215

\_\_\_\_\_  
John O'Grady, President

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Paula Brooks, Commissioner

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Marilyn Brown, Commissioner