

METROPOLITAN AREA REGIONAL RADIO SYSTEM

User Agency Agreement

This Agreement, effective this 16th day of February, 2022, is between the city of Lee's Summit, Missouri ("Host Agency") and Southern Jackson County Fire Protection District ("User Agency").

RECITALS

A. The Host Agency has entered into the Metropolitan Area Regional Radio System Agreement dated, December 11, 2017 (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 for public safety and other services in the "Southeastern position of Jackson County" (description of jurisdiction) of the state of "Missouri".

D. The User Agency desires to replace all or part of its existing radio communications system and join the MARRS 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 infrastructure, and address associated costs for subscriber equipment and infrastructure modifications or additions.

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 and is attached as Exhibit B.

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 Host Agency agrees that its radio system has been designed to meet the anticipated peak use by the User Agency. The Host Agency shall operate its radio system with a goal to provide a minimum of 95% coverage within the User Agency's jurisdiction 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 MARRS Technical/Users Committee and shall appoint one representative to such 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 person for the parties for purposes of this Agreement are the following:

For the Host Agency:

Travis Forbes, Chief of Police
10 N.E. Tudor Road
Lee's Summit, Missouri 64086

For the User Agency:

Bill Large, Fire Chief
101 Lotawana Drive
Lake Lotawana, MO. 64086

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 including, but not limited to, adhering to ISSI standards for interoperability, 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. If the User Agency fails to maintain required maintenance of the system and/or subscribers on the system, the User Agency will be in violation of this agreement and subject to termination of agreement per Management Council action.

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. 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.

15. 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 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. To the extent permitted by law and 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 until June 30, 2023 and shall thereafter renew automatically for successive five (5) year periods.

18. **Termination.** The Host Agency agrees it shall not unreasonably or arbitrarily terminate this Agreement. Except for a termination based upon non-payment, the Host Agency agrees that before it terminates this Agreement prior to the end of the original or any extended term, the Host Agency shall provide written notification of intent to terminate to the User Agency and the Management Council at least 180 days prior to termination to allow the User Agency sufficient opportunity to develop a transition plan for continued service.

19. **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:

If to Host Agency:
Chief of Police Travis Forbes
10 N.E. Tudor Rd
Lee's Summit, MO 64086

If to User Agency:
Fire Chief Bill Large
101 Lotawana Drive
Lake Lotawana, MO 64086

or to such person or place as the Host Agency or User Agency, as the case may be, may designate, from time to time, by written notice sent as aforesaid.

20. **Confidentiality.** Information that identifies the configuration of components of or the operation of the Host Agency communications system and the MARRS and would allow unauthorized access to or unlawful disruption of the Host Agency trunked radio system or the MARRS shall be maintained as a closed record if allowed by applicable state laws

21. **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.

Host Agency
City of Lee's Summit

By: _____

Title: Mayor

Date:

Approved as to form:

City Attorney

User Agency

By: Mike Boinski _____

Board of Directors-Chairman/President
Title: Mike Boinski CHAIRMAN

2-10-2022
Date:

Approved as to form:

J. Mahaffey
Fire District Secretary

EXHIBIT A

Subscriber cost model

Year 1 commences from either a) date of signature on this document, or b) date that radios are assigned access to the system, whichever is later, provided this date is no later than July 1, 2022. The cost is per month and per radio that utilizes the system regularly.

Year 1: \$15.18

Year 2: \$15.41

Year 3: \$15.64

Year 4: \$15.87

Year 5: \$16.11

Subscriber model fee structure will be reviewed and restructured by the Host Agency, if necessary, at the conclusion of Year 5.