

Granbury, Texas



Memorandum of Understanding Law Enforcement/Fire Department With the City of Granbury

This agreement is made and entered into and executed by the City of Granbury ("CITY") and

_____ ("USER").

WITNESSETH

WHEREAS, the CITY had a P25 Digital 700/800-Megahertz Trunked Radio System, hereby referred to and known as the Granbury Regional Radio Network ("GRANBURY RRN"). The CITY is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

WHEREAS, the USER desires to utilize the GRANBURY RRN for public safety interoperability emergency purposes;

WHEREAS, the CITY desire to accommodate additional radio units on their GRANBURY RRN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the CITY and USER;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, it is agreed as follows:

I. DEFINITIONS

- a. Primary Dispatch System: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
- b. Priority Access: An assigned level of system access that determines the choice of the radio system between two or more radio units seeing use simultaneously.
- c. Public Safety Agency: Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.

- d. Radio System: A trunked, Multi-Site P25 Phase 2/L3Harris 700/800-Megahertz public safety radio system owned by the CITY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
- e. Dispatch Terminal: Office or agency which has its own dispatch center to communicate with USERS. A dispatch terminal is a specialized dispatch computer workstation normally operated by a dispatcher. Dispatch terminals provide voice and data communications and may have advanced capabilities depending on configuration.
- f. Radio Unit: Mobile, stationary, or portable radio communications devices communicating among themselves at certain airwave frequencies.
- g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate among themselves at certain airwave frequencies.
- h. BeOn: Electronic application for use on smart devices. BeOn license will be treated as a radio unit administratively. GRANBURY RRN system recognizes a BeOn device just like a radio unit. BeOn will use the same connection that the given smart device's connection over cellular, Wi-Fi and other methods. BeOn may also reside in a radio device, which is licensed separately at the time of radio purchase and is not considered a standalone BeOn device for purposes of this MOU.
- i. Pager: One way communication device to receive emergency calls, tones, or messages.

II. CITY Obligations

The CITY agrees that during the term of this agreement, the CITY shall:

- a. Allow USER access to GRANBURY RRN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS with programming services to program a systems code identification number to provide access to the GRANBURY RRN users that have L3/Harris Radios, after USER coordinates with City of Granbury Police Department, thereby providing scheduling availability.
- c. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of CITY that are not in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the CITY shall notify the USER of any such change within 30 days of such date that the CITY becomes aware of the change.
- d. Upon being notified that one or more of the USER's radio units has been lost or stolen, the CITY will take all reasonable actions to prevent any of the USER's lost or stolen radio units from gaining access to the GRANBURY RRN, including attempting to disable to the lost or stolen radio unit.
- e. Provide the same level of priority access to the GRANBURY RRN for USER as that afforded the owner of the GRANBURY RRN.

III. USER Obligations

During the term of this agreement, the USER agrees to:

- a. Assume all cost and responsibility for providing radio units that will have access to the GRANBURY RRN to include the following required feature sets:
 - i. Selective inhibit.
 - ii. Valid site registration IDs.
 - iii. System access using Push-To-Talk identification.
 - iv. Required programming of the State Mutual Aid and Regional Mutual Aid talk groups within all the public safety radio units on the network.
 - v. Required programming of conventional mutual aid channels.
 - vi. A valid unique authorized System Code Identification Number programmed into each authorized radio unit (no duplicate IDs).
 - vii. Radios must be P25 CAP Phase II Certified radios (Compliance Assessment Program) compliant to be allowed on the GRANBURY RRN.
- b. Upon execution of this agreement USER will provide the CITY with a complete listing of all radio units covered by the agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
- c. Users will be responsible for coordinating with the CITY for programming services to program a systems code identification number to gain access to the GRANBURY RRN, thereby providing interagency interoperability for emergency public safety communications.
- d. Provide the CITY with at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of radio units that have access to the GRANBURY RRN.
- e. Notify the CITY by phone and email that one or more of its radio units have been lost or stolen immediately upon knowing or having reasons to know that the radio units have been lost or stolen.
- f. Use the System Code Identification Number described in this agreement to access the GRANBURY RRN to engage in radio communications for the sole purpose of public safety emergency communications and interoperability among radio units.
- g. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of the CITY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification to this agreement, the CITY shall notify the USER of any such change within 60 days of such date that the CITY becomes aware of the change.

IV. Consideration

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the CITY and USER, within the City of Granbury, no fee will be assessed for programming the "State Mutual Aid" and "Regional Mutual Aid" talk groups in USER's radio units. All mobile and portable radios added to the GRANBURY RRN by a USER will be assessed a fee of \$13.00 per month per unit.
- b. All control station radios (i.e. fixed-location desktop radios) will be assessed a fee of \$20 per month per unit.

- c. Users of a BeOn license will be assessed a one-time licensing fee of \$160.00 per license for non-radio devices that are to be used in continuous operation. There will be a monthly fee of \$10.00 per month per license thereafter. For special events or circumstances, the fee for any additional TEMPORARY BeOn use will be \$10 per month for the period of use.
- d. Dispatch Terminals USERS which are using the GRANBURY RRN as their dispatch network will be assessed a fee of \$450.00 per month per terminal. The dispatch terminal fee shall be assessed to the jurisdiction providing the terminal device regardless of the physical location of the terminal. Terminal fees may also be waived or adjusted, at the discretion of the City, provided there is evidence of a terminal usage agreement that may be utilized pursuant to a separate agreement that is acceptable to the City and made part of this User agreement.
- e. Users connecting to the GRANBURY RRN will be assessed a Core Access Fee of \$2500.00 per month.
- f. The fees listed herein are intended fund ongoing maintenance, software, upgrades, and security of the GRANBURY RRN. If additional agencies join the GRANBURY RRN, fees will be recalculated yearly to account for the sharing of cost by larger number of member agencies.

V. Term

The term of this agreement shall be one (1) year from the date this agreement is executed by the parties hereto. This agreement will automatically renew for another one (1) year term unless terminated by any of the parties providing written notice to the CITY or USER of its intent to terminate. Notice of termination by one party shall be given to another party not less than sixty (60) days prior to the expiration of the term of this agreement in effect at the time the notice of termination is given. Notwithstanding the preceding provisions, this agreement shall terminate:

- a. Immediately if all or substantially all of the authorizations held by the City of Granbury, the owner of the GRANBURY RRN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent to terminate.
- c. Immediately upon the USER failing to make payment to the CITY for agreed upon fees.

VI. Default

- a. If USER is found by CITY to be in default of the terms of this agreement, including nonpayment of fees, the CITY would have the right to immediately terminate service and/or access to the GRANBURY RRN.
- b. If CITY fails to perform as provided under the terms of this agreement, the USER's sole remedy shall be to terminate this agreement.

VII. Disclaimer

It is expressly understood and agree that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interferences from distant stations that can interrupt the radio system at times. Likewise, there are other causes beyond the reasonable control of the CITY, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the USER's expense. Any surveys, studies, research or

other measures taken to ensure the adequacy of coverage provided to the USER by this agreement shall be the sole responsibility and expense of the USER.

VIII. Notice

IX. Assignment

The USER agrees to not assign this agreement unless it receives the prior written consent from the City of Granbury.

X. Venue

This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is the City of Granbury, Texas.

XI. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this agreement shall be of no force and effect unless in writing and executed by all parties hereto, except for those modifications effectuated to the provisions of paragraphs II(c) and III(e), above.

IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE CITY OF GRANBURY:

BY: _____
Chris Coffman, City Manager

DATE: _____

FOR THE USER:

BY: _____

DATE: _____