

RESOLUTION 20-152

A RESOLUTION AUTHORIZING PAYMENT TO WILLIAMSON COUNTY JOINT COMMUNICATIONS NETWORK AUTHORITY FOR ANNUAL RADIO SUBSCRIPTION MAINTENANCE FEE

WHEREAS, the City of Spring Hill is joined the Williamson County Joint Communications Network (WCJCN) on April 15,2019; and

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

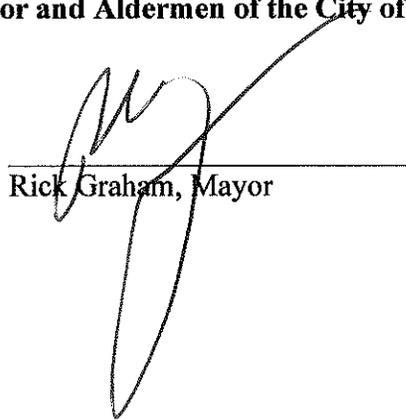
WHEREAS, the yearly subscription fee per unit is \$425.40 as follows totaling \$32,330.40 (76 radios) for Fire Department radios \$49,346.40 and (116 radios) for Police Department Radios.

Fire Department
60 portable \$25,524.00
16 mobile \$ 6,806.40
Fire Total **\$32,330.40**

Police Department
65 portable- \$27,651.00
51 mobile - \$21,695.40
Police Total **\$49,346.40**

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorizes payment to Williamson County Joint Communications Network Authority for the annual radio subscription maintenance fee for Fire and Police Departments in the total amount of **\$81,678.80**.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of October, 2020.



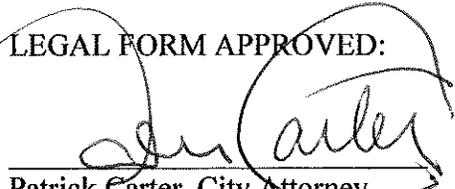
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



**City of Spring Hill
Budget & Finance Advisory Committee
and
Board of Mayor and Aldermen**

Date: September 30, 2020
Memo to: Budget & Finance Advisory Committee and BOMA
From: Tonya Travis, Finance Director
Re: Williamson County Joint Communications Network Authority Annual Radio Subscription

RESOLUTION 20 -152, A RESOLUTION TO AUTHORIZE PAYMENT TO WILLIAMSON COUNTY JOINT COMMUNICATIONS NETWORK AUTHORITY FOR ANNUAL RADIO SUBSCRIPTION MAINTENANCE FEE

BACKGROUND INFORMATION: In April 2019, the City of Spring Hill approved to join the Williamson County Joint Communication Network Authority for Annual Radio Maintenance. The agreement commits the City to pay \$425.40 per radio for annual maintenance. Currently the Fire department has 16 mobile radios and 60 portable radios and the Police Department has 51 mobile and 65 portable radios.

FINANCIAL IMPACT: Funds for this request are budgeted in the Fire and Police Departments. The amount of this request totals an annual amount of \$81,678.80. Payment to the Williamson County Joint Communications Network Authority is made quarterly.

ATTACHMENTS: Resolution 20-152, Resolution to Authorize Payment to Williamson County Joint Communications Network Authority for Annual Radio Subscription Maintenance Fee; Exhibit A - Resolution 19-54 – A Resolution Authorizing a Subscription Agreement with Williamson County Joint Communications Network Authority and Subscription Agreement.

RECOMMENDATION: Approve Resolution 20-152

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

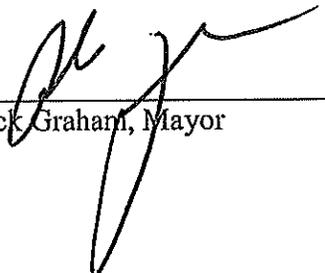
WHEREAS, the yearly subscription fee per unit is \$425.40 as follows totaling \$27,651.00 (65 radios) for Fire Department radios \$45,092.40 and (106 radios) for Police Department Radios.

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**

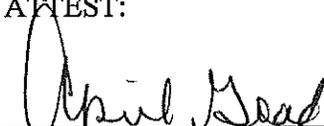
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen, authorizes attached Subscriber Agreement with Williamson County Joint Communications Network Authority with the yearly maintenance fee for Fire and Police Departments in the total amount of **\$72,743.40**, as recommended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



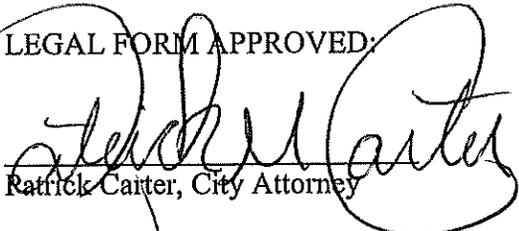
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

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 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 thereafter. The Fee paid by the User shall be due without set-off notice or demand from WCJCN. 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 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. Should WCJCN approve a fee rate increase, WCJCN 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's Responsibilities.

- A. WCJCN 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 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 will be responsible for managing the Talk Groups to assure the User is using the Network System in accordance with this Agreement.
- D. WCJCN 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 an hourly fee of Fifty and 00/100 Dollars (\$50.00) for each hour WCJCN representatives provide program related services to User's radios to be billed in increments of 0.2 hours. If requested by User, WCJCN 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.
- F. User shall submit to WCJCN 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 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 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 is at a

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 WCJCNAs 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: WCJCNAs
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.

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