

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR PARTNERSHIP BETWEEN WHITFIELD COUNTY, GEORGIA AND THE TENNESSEE VALLEY REGIONAL COMMUNICATIONS SYSTEM PARTNERS, AND AUTHORIZING THE RECEIPT OF THE MASTER SITE ACCESS FEES IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) FOR ACCESS TO THE TVRCS MASTER SITE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby approving a Memorandum of Understanding for partnership between Whitfield County, Georgia and the Tennessee Valley Regional Communications System (“TVRCS”) Partners, and authorizing the receipt of the master site access fees in the amount of \$600,000.00 for access to the TVRCS master site.

ADOPTED: _____, 2016

/vmm

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: 12/30/2015

Preparer: Cary Bohannon

Department: General Services

Brief Description of Purpose for Resolution/Ordinance:

Res./Ord. #

Council District #

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING ("MOU") FOR PARTNERSHIP BETWEEN WHITFIELD COUNTY, GEORGIA AND THE TENNESSEE VALLEY REGIONAL COMMUNICATIONS SYSTEM ("TRVCS") PARTNERS, AND TO AUTHORIZE THE RECEIPT OF THE MASTER SITE ACCESS FEES IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000) FOR ACCESS TO THE TVRCS MASTER SITE.

Name of Vendor/Contractor/Grant, etc. _____
Total project cost \$ _____
Total City of Chattanooga Portion \$ _____
City Amount Funded \$ _____
New City Funding Required \$ _____
City's Match Percentage % _____

New Contract/Project? (Yes or No) _____
Funds Budgeted? (YES or NO) _____
Provide Fund _____
Provide Cost Center _____
Proposed Funding Source if not budgeted _____
Grant Period (if applicable) _____

List all other funding sources and amount for each contributor.

Amount(s) (\$)

Grantor(s)

Agency Grant Number: _____
CFDA Number if known: _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Reviewed by: FINANCE OFFICE

Approved by: _____

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

**MEMORANDUM OF UNDERSTANDING
for
TVR-PSIC PARTNER**

The Parties

This Memorandum of Understanding ("the MOU") is entered between a consortium ("the Consortium") of local governments that have entered into or accepted the 2008 Interlocal Cooperation Agreement ("the ICA") for Tennessee Valley Regional Public Safety Interoperable Communications ("TVR-PSIC"), through the Consortium Executive Commission ("the CEC"), and Whitfield County, Georgia ("the Partner"). Other Consortium Partners include, but are not limited to, the State of Tennessee, and other political subdivisions of the State of Tennessee, including the Tennessee counties of Hamilton, Bradley, Rhea, Meigs, McMinn, Roane, Loudon, Knox, and Anderson, and the incorporated municipality of Chattanooga, and political subdivisions of the State of Georgia, including the counties of Catoosa, Dade, and Walker, all of whom are bound together in the Consortium pursuant to the ICA, which is incorporated herein by reference thereto, and each of whom is authorized by their respective state laws to enter into agreements of this nature.

The Purpose

The primary purpose of the 2008 ICA was to implement a regional P25 Standards Based Trunking System ("the System") in east Tennessee and northwest Georgia ("the Coverage Area") using the 700/800 megahertz radio frequency ("800 MHz"), to facilitate communications interoperability among emergency and other public service agencies, enabling public safety resources to be efficiently coordinated and expeditiously employed in emergency and other public service situations.

NOW, THEREFORE, BASED ON THE PURPOSE STATED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Statement of Purpose and Pledge of Cooperation

The Parties adopt the Statement of Purpose, above, and declare their mutual cooperation in furtherance of the Purpose so that the safety, security, and well-being of all persons within the Coverage Area may be enhanced through the use of the System's interoperable communications network.

Section 2. System Availability

For and in consideration of the promises of the Parties, each to the other, and for the Purpose stated, the CEC on behalf of the Consortium, agrees to make the System available to the Partner through the Consortium Interoperable Coordinator ("the IC"), so long as the Partner adheres to all Consortium requirements, as may be established from time to time, and remains current in the payment of applicable fees. Failure of the Partner to meet these requirements may result in immediate interruption of System access privileges, and/or permanent denial of access.

Section 3. Acceptance of Public Safety Standard for Airtime

The Partner agrees to adhere to a public safety standard for airtime availability ("the Standard"), as may be defined from time to time by the IC to promote balanced utilization of the System. No Partner may adversely affect the total daily capacity or availability of the System except with approval by the IC. The Partner's access priority shall be subordinate to all Partners and public organizations approved for System access.

Section 4. Airtime Availability and Limitations

- A. The Partner agrees that cooperation will be required so that sufficient airtime availability will be given priority for all Partners to meet the Purpose stated above.**
- B. The Partner acknowledges that airtime cannot be guaranteed due to reasons that include, but are not limited to, equipment failure or maintenance requirements.**
- C. The IC will make reasonable effort to minimize any interruption and to maximize airtime availability consistent with System limitations and stated priorities for Partners and public entities.**

- D. The IC will schedule maintenance, when feasible, during non-peak hours, and make reasonable effort to notify the Partner prior to any shutdown that may affect the Standard.

Section 5. System Propagation

The Partner acknowledges that System propagation throughout the Coverage Area is not guaranteed by the IC. Projected propagation is only an estimate of the geographical reach of the 800 MHz System under ideal conditions that assume favorable weather, lack of interference or other adverse influences, and proper operable equipment necessary to receive and respond to System communications.

Section 6. Equipment Approval

- A. The Partner agrees that any System user infrastructure equipment, as defined by the IC from time to time, must be approved as to System compatibility by the IC prior to being authorized for use.
- B. Radio communications on the System must comply with regulations of the Federal Communications Commission ("FCC"), specifically applicable provisions within Part 90 (47 Code of Federal Regulations, Chapter 1 of the 10-1-98 Edition). Failure to comply with the cited requirements may result in the IC removing a Partner's radios from having transmitting capability in the System.
- C. The Partner may not assign or delegate any rights provided hereunder without written approval from the IC. Any such authorized delegation must incorporate and reference Section 6.
- D. The IC agrees to act as an advisor to the Partner, if requested, for the purpose of preparing specifications for procuring infrastructure equipment to be used by the Partner, and to assist in evaluating proposals received in response to solicitations.

Section 7. Notice of System Changes

The IC will provide advance notice and information to the Partner prior to making any major changes to the System that may adversely affect its operation.

Section 8. Authorization to Create Talkgroups

- A. Each Partner is authorized to request the IC to program radios to create Talkgroups for local agency and/or mutual aid purposes, providing that the Partner has received written approval for the Talkgroups from the authority for the public agency involved.**
- B. The IC will not unreasonably withhold or delay approval of a Talkgroup(s) request without providing a written explanation.**

Section 9. System Maintenance

- A. The IC shall have exclusive authority to provide System maintenance. The IC may provide System maintenance through direct support and/or through support agreements overseen by the IC, which agreements may be with Partners, agencies, and/or private contractors.**
- B. The IC may assign Partners and Entities into geographical zones to enhance the efficiency of System maintenance support. The IC may provide differing tiers or levels of System maintenance support to an Partner and/or zone.**
- C. The IC shall consult with each Partner prior to making any zone assignment or changing any Partner's tier or level of System maintenance. Partner's may initiate requests at anytime for review and/or consideration of changing an Partner's assignment.**

Section 10. System Access Fees

The Partner agrees to pay \$600,000 to join the System and Consortium, which may be paid in a lump sum, or annual installments, not to exceed ten (10) years, commencing on the date of signing this MOU. In addition to the System Access Fee due, the Partner will pay an annual Radio Subscriber Access Fee as assessed by the IC, based upon policies adopted by the CEC.

Section 11. Exclusions from Maintenance

- A. The IC may limit or exclude, from time to time, System maintenance for various items, including, but not limited to, user radio batteries, additional portable antennae, and portable accessories.**

- B. The IC may establish a limit on related costs for individual parts. The Partner will be informed in advance prior to the effectiveness of any limitation or exclusion from maintenance.**
- C. The IC will not be responsible for costs relating to damage caused by lightning or natural disaster, or damage caused by misuse or neglect. The Partner is required to provide appropriate reserves and/or insurance to cover such risks.**

Section 12. Notice and Payment of Fees

- A. Notice of the Partner's annual assessment for Radio Subscriber Access will be provided to the Partner no less than sixty (60) days prior to the effective date of the assessment period.**
- B. Payment of the applicable fee is due from the Partner within forty-five (45) days after the effective date. Checks shall be made payable to the City of Chattanooga, unless otherwise specified by the CEC.**
- C. The IC shall endeavor to maintain regular business communication with the Partner, to provide maximum advance notification of anticipated changes in fees, to facilitate financial planning.**

Section 13. Failure to Make Timely Payment of Fees

If the Partner fails to make full payment in a timely manner, the IC, with approval of the CEC, may charge interest and/or penalties during the delinquency, and suspend the Partner from System access.

Section 14. Term of Agreement

- A. The Agreement shall be for a term of two (2) years from the date of approval and signing.**
- B. The Agreement shall automatically renew for additional terms of two (2) years, unless either party to the Agreement notifies the other parties of its intention to terminate the Agreement at least thirty (30) days before the renewal date.**

Section 15. Withdrawal, Termination, and Venue

- A. The Partner may withdraw from the MOU by providing advance written notice to the IC no less than thirty (30) days before the effective date of withdrawal.**
- B. The Partner agrees to pay any amount due hereunder, including pro-rated installment payments, fees, and interest, if any are owed, prior to the effective date of withdrawal.**
- C. The CEC may terminate the MOU at anytime. The Partner shall be given sixty (60) days advance notice of the termination, and a pro-rata return of prepaid fees, if any are due.**
- D. If any party is aggrieved hereunder, that party shall first seek to reconcile differences informally or by mediation. If good faith efforts fail, then the aggrieved party may seek judicial review and remedy in any state or federal court of competent jurisdiction.**

Section 16. Liability Protection

- A. The Partner agrees to be responsible for its own acts or omissions, and to maintain insurance to protect the Consortium, the CEC, and all Partners ("the Covered Parties") from any claims that may arise under state or federal law, with limits of coverage no less than such amounts as may be approved by the CEC, from time to time, and, in any event, no less than the higher of limits applicable to local governments under the laws of Tennessee or Georgia, whichever is higher. Proof of insurance must be provided to the IC as a condition of System access.**
- B. An insurance certificate must be provided to the IC by the Partner from a company licensed to do business in both states and rated no less than Superior by the Best Company. The Partner must also provide proof that the Consortium, the CEC, the Partner, and all Partners are named as additional insured parties under the policy.**
- C. Nothing in the MOU is intended for the benefit of any non-party or third-party and may not be relied upon for any legal purpose.**

D. This section may not be deemed or construed as a waiver of any immunities or defenses that may exist under applicable state laws and constitutions, including, but not limited to, the provisions of the Tennessee Governmental Tort Liability Act, codified at T.C.A. 29-20-101, and following sections, and comparable provisions of Georgia state laws.

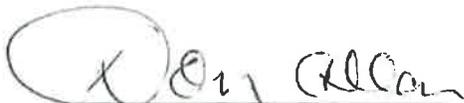
Section 17. Complete Agreement and Modifications

A. This is the complete Agreement between and among the Parties hereto. No external documents or prior inconsistent statements may be considered in the interpretation of the Agreement.

B. The Agreement may only be modified in writing signed by all Parties.

SIGNED THIS 14 DAY OF December, 2015.

FOR THE CEC:


TITLE: Chairman

FOR THE PARTNER:


Mike Babb, Chairman

ATTEST:



ATTEST:


Blanca Cardona, County Clerk
(SEAL)