



**Cobb County**  
**911 Emergency Communications**

Comm. Dist.  
All

Ann Flynn, Emergency Communications Director

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140 North Marietta Parkway  
Marietta, Georgia 30060-1454

**TO:** David Hankerson, County Manager

**FROM:** Ann Flynn, Emergency Communications Director

This item has been electronically signed by:  
Ann Flynn, Emergency Communications Director  
Sam Heaton, Director of Public Safety

**DATE:** July 14, 2015

**PURPOSE**

To approve an amended and restated 800 MHz Radio System User License Agreements with each City within Cobb County and other authorized users.

**BACKGROUND**

The 800 MHz radio system (Radio System) is the County's state of the art public safety digital voice and data radio communication system. It is the communication lifeline for law enforcement, fire and emergency medical service, and other public safety first responder operations. The Radio System is designed to support local county operations, mutual aid or incidents within our cities and other first responders, and with non-county first responders in the Metro Atlanta area, such as Georgia State Patrol. The Radio System's core is contained within the E911 center and repeater sites assure radio coverage throughout the County.

After the Radio System went operational in 1995, the County entered into separate 800 MHz Radio System User License Agreements (Agreements) with each City located in Cobb County and other authorized users (Authorized Users). The Authorized Users include emergency responders such as ambulance providers and hospitals, as well as educational institutions and identified high population threat risk facility. These Agreements provide for the Authorized Users to operate their radios on the County's Radio System in return for the Authorized Users' payments of their pro rata share (based on number of radios on the System) the Radio System's anticipated core replacement cost and on-going core maintenance costs, and their agreement to abide by policies and procedures related to the use of the Radio System, including but not limited to security, training, and Federal Communications Commission regulations.

The initial agreements contained an automatic renewal period of ten years that begins on October 1, 2015. The County and the Authorized Users now desire to amend and update the Agreement for the renewal period of October 1, 2015 through September 30, 2025.

Negotiations with the Authorized Users have resulted in the Amended and Restated Agreement copies of which are provided under separate cover. The Amended and Restated Agreement includes terms that require the Authorized Users to contribute their pro rata share of costs associated with future core replacement, maintenance, and scheduled upgrades, and requiring the Authorized Users to abide by terms related to use of the Radio System, training, etc.

**IMPACT STATEMENT**

All future necessary funding requirements will be brought under separate agenda items.

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve an Amended and Restated 800 MHz Radio System User License Agreements with each City within Cobb County and other authorized users, in substantially similar form to the attachment Agreements; and authorize the Chairman to execute the necessary documents.

**ATTACHMENT**

800 MHz Radio System User License Agreement to be provided under separate cover

**AMENDED AND RESTATED  
800 MHz RADIO SYSTEM USER LICENSE AGREEMENT**

This Amended and Restated 800 MHz Radio System User License Agreement (the "License Agreement") is made and entered into on this 9<sup>th</sup> day of September, 2015 by and between Cobb County, Georgia, a political subdivision of the state of Georgia (the "County"), and the City of Smyrna (the "User");

**RECITALS**

Whereas, the County is the sole owner and operator of an 800 MHz radio system (hereinafter "the County System" or the "System"); and

Whereas, numerous County departments, including the Department of Public Safety, Sheriff's Office, Department of Transportation, and Water System are presently users on the System; and

Whereas, certain municipalities located within Cobb County, including Acworth, Austell, Kennesaw, Marietta, Powder Springs, and Smyrna, are presently users on the System; and

Whereas, it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the health, safety, and welfare of all the citizens of Cobb County; and

Whereas, User is a municipality located within Cobb County and provides assistance to Cobb County and the other System users in emergency situations; and

Whereas, User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County; and Whereas, the County and User are authorized to enter into this License Agreement pursuant to the provisions of Article VII, Section VI, Paragraph 1(a) of the Constitution of the State of Georgia, and

Whereas, User entered into the Original "800 MHz Radio System User License Agreement" with the County, dated September 21, 1998, (the "Original Agreement") which allowed User to use a certain number of subscriber units on the County's system and set forth the terms and conditions of such license; and

Whereas, the County and the User amended the Original Agreement by adoption of the "Second 800 MHz Radio System User License Agreement" with an effective date of October 1, 2005; and

Whereas, the Original Agreement terminates on October 1, 2015 subject to an ten year automatic renewal period if the User does not provide notice to the County of its intent not to renew by September 30, 2014; and

Whereas, User desires to continue to license subscriber units on the County System pursuant to the automatic renewal of the original agreement, subject to terms and conditions of this Amended and

Restated License Agreement which terms and conditions are intended by both parties to immediately supersede and take the place of the Original Agreement, as previously amended.

Whereas, the County and User are authorized to enter into this License Agreement pursuant to the provisions of Article VII, Section VI, Paragraph 1(a) of the Constitution of the State of Georgia.

**NOW, THEREFORE,** for and in consideration of Ten Dollars and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and User agree as follows:

**A. Grant of License/Term:**

(1) Authorized Units. The County grants to User a revocable license (the "License") to use up to four hundred (400) units on the County's System for ten (10) years from the Effective Date unless sooner terminated or extended pursuant to the terms of this License Agreement. Units that are programmed for daily use on the County System shall be considered "Authorized Units" and shall be subject to the terms and conditions of this Agreement. Authorized Units shall not include units that are not programmed or Emergency Units as defined below. User may request additional units by making formal application with supporting documentation of need to the Cobb County 911 Emergency Communications Manager or his/or her designee (the "Manager"). The application for additional units shall be reviewed and may be approved, denied, or modified by the Manager. The Manager, in reviewing an application, will take into account system loading, air time usage, number of system busies, and any other relevant factors, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units which exceed the above amount must be made at least thirty (30) days prior to the beginning of the County's fiscal year (October 1). In extraordinary cases, additional units may be requested and added after October 1 of each year and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph B(7). User's License may be revoked only for good cause and only after User has had an opportunity to show cause why its License should not be revoked before the Board constituted for such purpose as set out in Paragraph B(7) herein. Such License is not intended to and does not grant to User any property interest in or control over the County System.

(2) Emergency Units. The County also grants to User as a part of this revocable license the ability to operate up to the 75 additional radio units on the County's system for ten (10) years from the Effective Date unless sooner terminated or extended pursuant to the terms of this License Agreement. These additional radios will be exempt from all charges set forth in this License Agreement when such radios are purchased using Homeland Security Grant funds and are used for disaster training and operations by User and/or other supporting agencies ("Emergency Units"). The County will review the use history of these Emergency Units from time to time to confirm they are being utilized for the aforementioned limited purposes. If such review discloses a different use of such Emergency Unit(s), notice shall be given to User and the exemption from charges set forth in this License Agreement will be lost as to that Emergency Unit(s), which will then be subject to all such charges for a period of six (6) months. After six months and/or full payment of the value of six months of charges, User shall have the option to remove the units from the System or to retain the units on the System as Emergency Units or as Authorized Units.

**B. User Agrees To:**

(4) Comply with current County vendor software and hardware security constraints; and current Federal encryption standards (Paragraph C12)

(5) Have any of its devices, equipment, or subscriber units, which, in the determination of the County, cause any problems on the System immediately taken out of service and repaired by User at User's expense. User shall be responsible for all repair costs and shall be responsible for paying for any damages to the County System arising directly or indirectly out of such problematic device, equipment, or unit when the cost of repair or such damage is not otherwise covered by the County's Maintenance Contract.

(6) Requires that all persons who will be operating subscriber units to be adequately trained. Proof of training will be required prior to that person operating on the County System. Should the agency utilize the same vendor radio as the County, the County will provide training to a User representative who will in turn be responsible for training all persons within their agency who are authorized to operate a unit on the County System.

(7) Requires that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this License Agreement. The Manager will review alleged violations of any applicable law, code, regulation, ordinance, or this license Agreement. Upon finding a violation has occurred, the Manager, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User's license being revoked after User has had an opportunity to show cause why its License should not be revoked before the Board constituted for such purpose as set out below. Any adverse action taken by the Manager may be appealed to this same Board. The Board shall be comprised of the Cobb County Manager, the Director of the Cobb County Public Safety Department, the Director of the Cobb County Finance Department, and one individual chosen by the User appealing to the Board and who is an official or an employee of the appealing User's organization. Any adverse decision of this Board shall be appealable to the Cobb County Board of Commissioners. User retains all rights to pursue judicial resolution. All direct expenses arising out of violations or misuse by User and/or its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(8) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(9) Comply with any and all mandate(s) issued by authorized regulatory agencies. If, subsequent to this License Agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least three (3) years prior written notice of its intent to comply sooner than required. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System until such time User

complies with the mandate(s).

(10) As to Core Replacement Fund and Core Replacement Payments user agrees to:

a. Core Replacement Fund and Payments

User agrees, at its option, to budget and deposit in its own separate designated account or fund (the "Core Replacement Fund") or remit to the County, on or before the Due Date, its pro rata share of the estimated cost of the future replacement of the core system ("Core Replacement Payments"). The amount to be budgeted and deposited or remitted by User will be calculated based on the number of Authorized Units that are utilized for voice communications on the System and projected total cost for replacement of the core in 10 years. For purposes of this License Agreement, the estimated cost of the future replacement of the core system is Thirteen Million, Thirty-Four Thousand, One Hundred and Twenty-Five Dollars and Forty-Five Cents (\$13,034,125.45). This figure includes the 7.13 Core Technology refresher cost, but does not include any additional tower sites added during the term of this License Agreement;

With the 2016 SPLOST referendum approval, the previously collected Core Replacement Fund will continue to be retained for the future Core Replacement Costs. The Core Replacement funds that will be collected during the term of this contract will pay for increased Core Replacement Costs related to the three new tower sites. The County will invoice each User their proportional share of the Core Replacement equipment costs as each new tower site is added. The tower site costs are estimates and include the buildings and towers which have a longer life expectancy with no replacement costs associated with them. Therefore, the cost to add three new tower sites is a "not to exceed" sum of \$6,000,000.00 for three tower sites. .

Paragraph C(7) of this license agreement further clarifies the 2016 SPLOST referendum. All Users, including the County, shall budget and deposit or remit an equal amount per Authorized Unit that is utilized for voice communications on the System. The County Finance Department will notify each User of the amount of its annual Core Replacement Payments at least thirty (30) days before the Due Date. The Due Date shall be September 30 of each year of the ten year term of this Agreement and any Renewal Term. Refusal of any other User to establish a Core Replacement Fund and/or to deposit its Core Replacement Payments and/or to remit Core Replacement Payments to the County shall not affect any other User's obligation to budget and deposit its share. Except as otherwise set forth herein, all monies in User's Core Replacement Fund and the County's Core Replacement Fund will be expended exclusively for the future core replacement of the County System.

b. Core Replacement

Per the Original Agreement, the replacement of the core of the County System was completed in 2014. The County shall provide such cost information to User, including User's pro rata share based on the current overall Authorized Units on the System.

If User's pro rata share of the cost of the core replacement does not exceed the amount contained in User's Core Replacement Fund or contained in the County's Core Replacement Fund attributable to User (including interest earned), then User shall be obligated to participate in the core replacement. For purposes of this License Agreement, the amount contained in User's Core Replacement Fund or contained in the County's Core Replacement Fund attributable to User, shall be deemed to be the greater of, the

amount actually contained in either Fund (including interest), or the amount that should be contained in either Fund had User made all its deposits or payments in accordance with the terms of this License Agreement, including interest. If User has its own Core Replacement Fund, User shall deliver to the County its pro rata share of the cost of the core replacement immediately upon receipt of notice from the County that the County has a fully executed contract with the vendor performing the core replacement. If User has not created its own Core Replacement Fund but has remitted to the County its Core Replacement Payments, then the County will be authorized to utilize all such Core Replacement Payments, and User shall be obligated to pay to the County on demand, any shortage attributable to User's failure to make its Core Replacement Payments pursuant to the terms of this License Agreement to the County.

If User's pro rata share of the cost of the core replacement exceeds the greater of the amount contained in User's Core Replacement Fund or contained in the County's Core Replacement Fund attributable to User (including interest earned), or the amount that should be contained in User's Core Replacement Fund or should be contained in the County's Core Replacement Fund attributable to User (including interest), User shall have the option to either (1) remain on the County System and supplement its Core Replacement Fund or the County's Core Replacement Fund to reach the amount needed for its pro rata share of the core replacement, or (2) to terminate this License Agreement in accordance with the provisions herein, unless the County exercises its option pursuant to the provisions of subparagraph c. herein. User shall have sixty (60) days from the date the County provides User with the cost information related to the core replacement to notify the County in writing of its decision to continue on the System and supplement its Core Replacement Fund or the County's Core Replacement Fund or to terminate this License Agreement, in accordance with the provisions below.

1. If User chooses to remain on the System and supplement its Core Replacement Fund or the County's Core Replacement Fund, each User's share of the additional assessment will be based on the number of Authorized Units and the number of years the User has been on the System during the term of this License Agreement, and the overall number of Authorized Units that will remain on the System. If User has its own Core Replacement Fund, User shall deliver to the County the greater of, all funds then contained in its Core Replacement Fund (including interest earned), or all funds that should be contained in User's Core Replacement Fund (including interest), immediately upon notice from the County that the County has a fully executed contract with the vendor that will be performing the core replacement. User will have twelve (12) months from the date the County provides cost information of the core replacement and User's pro rata share in which to supplement its Core Replacement Fund or the County's Core Replacement Fund to reach its total pro rata share of the cost of the core replacement. If User has its own Core Replacement Fund it shall remit such additional funds to the County also within said twelve (12) month period. All funds received or kept by the County pursuant to this section shall be deposited in the County's Core Replacement Fund and utilized exclusively for core replacement.
2. If User chooses to terminate this License Agreement and if the County notifies User it will not exercise its option to pay the shortfall pursuant to the provisions of subparagraph c. herein, then within thirty (30) days of the date of such notice from the County, if User has its own Core Replacement Fund, User shall remit to the County the greater of, one-third (1/3) of the funds contained in User's Core Replacement Fund (including interest earned), or one-third (1/3) of the funds that should be contained in User's Core Replacement Fund (including interest). If User has not created its own Core Replacement Fund but has remitted to the County its Core Replacement Payments, then the County will, within thirty (30) days of the date of such notice

from the County, remit to User the sum of all Core Replacement Payments made to the County, less the greater of, one-third (1/3) of the funds contained in the County's Core Replacement Fund attributable to User, or one-third (1/3) of the funds that should be contained in the County's Core Replacement Fund attributable to User. If User terminates this License Agreement, User shall be allowed to remain on the System under this License Agreement for one (1) year after the date of the County's notice to User that County will not exercise its option. User shall be obligated to fully comply with all obligations of this License Agreement during this one-year period, except User shall not be required to make any further Core Replacement Payments or further payments for upgrades or enhancements.

c. County Option to Supplement Costs Exceeding User's Core Replacement Fund or Portion of County's Core Replacement Fund Attributable to User

Notwithstanding any term or provision to the contrary set out in this License Agreement, if the greater of, all funds contained in User's Core Replacement Fund or all funds contained in the County's Core Replacement Fund attributable to User (including interest earned), or all funds that should be contained in User's Core Replacement Fund or should be contained in the County's Core Replacement Fund attributable to User (including interest), are less than User's pro rata share of the core replacement cost as determined by the County and User provides timely notice of its intent to terminate, then the County shall have the right and option, but not the obligation, to fund the shortfall so long as the core replacement will begin prior to the ninth (9<sup>th</sup>) year of any Renewal Term of this License Agreement. If the core replacement will not begin prior to the ninth (9<sup>th</sup>) year of any renewal Term of this License Agreement, the County shall not have the option to fund the shortfall and User shall have the right to terminate this License Agreement in accordance with the provisions herein. The County shall notify User of its decision to exercise its option, if any, to fund the shortfall or to allow the termination of the License Agreement. If the County exercises its option, if any, to fund the shortfall, User shall cease to have the right to terminate this Agreement pursuant to this Paragraph 10, and shall, if User has its own Core Replacement Fund, within 30 days from the date of such notice from the County deliver to the County the greater of, all funds then contained in User's Core Replacement Fund (including interest earned), or all funds that should be contained in User's Core Replacement Fund (including interest). If the County does not exercise its option to fund the shortfall or does not have such option, payment to the County shall be made in accordance with the termination provisions of this Paragraph 10b. 2.

d. Core Replacement in Renewal Term

User shall continue to budget and deposit or remit to the County its Core Replacement Payments during the Renewal Term in compliance with and in the amount set forth in the notifications provided by the County. Additionally, the County will provide to User, at least one and one-half (1 1/2) years prior to the end of the Term, an estimate of User's Core Replacement Payments that User would be obligated to budget and deposit into its Core Replacement Fund or other separate fund or to remit to the County during any Renewal Term. If User does not renew the License Agreement pursuant to the terms of this License Agreement as set forth in Paragraph I herein, User shall remit to the County or the County shall retain the greater of, one-third (1/3) of the funds contained in User's or the County's (attributable to User) Core Replacement Fund, (including interest earned), or one-third (1/3) of the funds that should be contained in User's or the County's (attributable to User) Core Replacement Fund (including interest), in accordance with the terms contained in paragraph I.

(11) Remit to the County in a timely fashion its pro rata share of the estimated (or actual if

available) cost of any and all upgrades and/or enhancements (e.g., conversion of remaining channels to digital) to the System that in the reasoned opinion of the County and after presentation to the Radio System Technical Advisory Committee (defined in Paragraph C (8) herein), constitute upgrades or enhancements related to the mission critical voice communications network. Upgrade or enhancement shall mean improvement to the Core Radio System, by adding or increasing the number of tower sites, to purchasing new system-wide infrastructure improvements. Except as performance of the system; or other such similar system-wide features that improves the quality, effectiveness, set forth below, or separately agreed in writing by the parties, any such upgrades and/or enhancements to the System will be fully funded by all Users, including the County, over the remaining term of the License Agreement, such that for example, if an upgrade is approved to be made by the Board of Commissioners in year five, the total estimated or actual cost of the upgrade would be "financed" over the remaining five years (or 4 years if the decision to make an upgrade is made after August 30 of year five) of this License Agreement. The Radio System Technical Advisory Committee will study the beneficial effects of any proposed new tower site and offer its recommendations with regard to shared payment for the Core replacement equipment to the Managers Committee (defined in Paragraph C (9) herein) for presentation to the County's Board of Commissioners. The 2016 SPLOST contains funding for three new tower sites. Any additional tower sites not funded in the 2016 SPLOST will be a shared cost of all Users. The County Finance Department will calculate the per unit cost based on the total number of Authorized Units that are utilized for voice communications on the System that have been authorized for use to all Users at the time of billing for the upgrade and/or enhancement and will invoice User at least thirty (30) days before the Due Date, which shall be September 30 of each year. User shall make full payments to the County by the Due Date.

In the event the County chooses, after presentation to the Radio System Technical Advisory Committee and Managers Committee, to provide upgrades or enhancements to the System that are not in the reasoned opinion of the County upgrades or enhancements related to the mission critical voice communications network (e.g., high speed data, automatic vehicle locating, records management, mobile data), the County shall notify User. The notification from the County to User will provide User with the option to participate in the upgrades and/or enhancements that are not related to the mission critical voice communications network. The notification will provide an estimated cost to User based on User's pro rata share, and provide any other terms or conditions associated with such option. The cost (actual or estimated) will include capital and maintenance costs associated with the upgrade and/or enhancement.

No funds contained in User's or the County's Core Replacement Fund shall be used to pay for upgrades or enhancements. All funds received for upgrades and/or enhancements from User will be expended by the County exclusively for same. In the event the upgrades and/or enhancements are made during the Initial Term or any Renewal Term of this License Agreement, and event the estimated cost of the upgrades and/or replacements is less than the amount contributed by the Users and the County, User's pro rata portion of the unused amount will be reimbursed. If the upgrades and/or enhancements are made during the Initial Term or any Renewal Term of this License Agreement, and the cost of the upgrades and/or enhancements exceeds the amount received by the County, User agrees to pay its pro rata share to supplement the amount received by the County to reach the amount needed to complete the upgrades and/or enhancements. In such case, the County shall invoice User and User shall have twelve (12) months to make full payment to the County for such shortage. Each User's share of reimbursement or additional assessment will be based on the overall number of Authorized Units on the System and the User's Authorized Units and the number of years the User has been on the System during the term of this License Agreement, and

will be calculated by the County. If the upgrade and/or enhancement is not completed during the Initial Term or any Renewal Term of this License Agreement, User shall receive no reimbursement from payments unless a decision is made by the County to abandon the upgrade and/or enhancement.

(12) Remit to the County in a timely fashion its pro rata share of the actual cost of maintenance to the core system (i.e. the cost of the Maintenance Contract). The amount to be paid will be based on the number of Authorized Units, and will be due and payable annually within 30 days from the date of the County's invoice. Refusal of any other user to pay its pro rata share shall not affect User's obligation to pay its share. Included in the annual Maintenance Contract will be the pro rata share of a core radio system technology refresher, which will be purchased and implemented every three years. Core radio system technology refreshers/upgrades that will exceed three over the ten year life expectancy of the radio system will be presented to the Radio System Technical Advisory Committee. The Committee will study the beneficial effects of any additionally proposed core radio system technology refreshers/upgrades and offer its recommendations with regard to shared payment to the Managers Committee (defined in Paragraph C (9) herein). The County Finance Department will calculate the per unit cost based on the total number of Authorized Units that are utilized for voice communications on the System that have been authorized for use to all Users at the time of billing for the upgrade and/or enhancement and will invoice User at least thirty (30) days before the Due Date, which shall be September 30 of each year. User shall make full payments to the County by the Due Date.

(13) Abide by any rules and regulations promulgated by the County regarding the use of the County System. User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of User's System. The County will act in good faith to attempt to accommodate User's concerns, changes, or exceptions to the rules or regulations.

(14) Immediately report lost, missing, or stolen radio(s) to the Manager. Such report shall include (if applicable) a police report number, date and time missing, radio serial number, make, and model. The initial report to the Manager may be verbal but must be followed by a written notice or electronic notice.

(15) Permanently remove all County System information from the radios prior to the sale, surplus, or disposal of radios operated on the County System.

(16) Conduct, at minimum, an annual physical inventory of all radios (mobiles, portables, and control stations) that have access to the County's radio system. Adhere to paragraph B(14) for reporting lost, stolen, or missing radios.

(17) Should the User purchase or own a tower site that is determined to be beneficial to improving radio system coverage the User shall make the site available to the County for system use. The User will maintain ownership of the tower, ground space, and building (if provided); and the County will own the core radio system communications equipment, frequency license, and building (if not provided). User can then lease remaining tower space for revenue purposes. If the User elects to lease tower space to additional tenants after the County locates on the tower, the User will be responsible for the cost of interference and inter modulation studies and any associated tower changes, improvements, or enhancements. Additional tenants will need to occupy a separate building and power meter.

#### C. The County Agrees To:

- (1) Maintain and support the core of the County System, and use best efforts to answer questions and facilitate use of the County System by User, including providing training to User representative.
- (2) Comply with federal, state, and county rules.
- (3) Give timely notification to User of User violations, service interruption, and temporary removal of User's units from operation on the County System or other actions, including proposed revocation of License.
- (4) Provide User notice of the County's intent to change the System or Vendor when the County's Board of Commissioners approves such change as set forth in Paragraph B(3). Prior to presentation of such recommended change to the Board of Commissioners, the issue will be presented to the Radio System Technical Advisory Committee and the Managers Committee (defined in Paragraph C (9) herein). The County shall retain the discretion, in consultation with the users, to change the System or Vendor, and will not be responsible to User for any expenditures, losses, or other claims caused by or attributable to such voluntary change(s) to the County System or Vendor. The County shall provide User twelve (12) months advanced notice prior to requesting Board of Commission approval, as set forth in paragraph C(6).
- (5) Provide User three (3) years' prior written notice of its decision to comply earlier than required with state or federal mandates as set forth in Paragraph B(9) herein.
- (6) Provide User written notice of the County's intent to upgrade or enhance the mission critical voice communications network function of the System as set forth in the first paragraph of Paragraph B(11) herein, at least twelve (12) months prior to requesting approval from the County's Board of Commissioners for such upgrade or enhancement, and provide an estimate of User's pro rata share of such upgrade and/or enhancement. The County shall not be bound to the timeframes set forth above in situations where it determines an emergency need exists.
- (7) Make every effort to consider future needed capital upgrades and/or enhancements, to include but not limited to additional tower sites, core system enhancements or technology refreshers, etc.) of the 800 MHz Radio System for inclusion in any Special Purpose Local Option Sales Tax (SPLOST) Tier 1 Program. The "Users" agree to retain the existing collected Core Replacement fee and only collect additional costs associated with coverage improvements with the addition of repeater sites.
- (8) Establish a Radio System Technical Advisory Committee (the "Technical Advisory Committee") to be comprised of seven representatives of the County who shall be appointed by the County Manager and one representative appointed from each City who is a contractual User on the System. All County and City representatives shall be non-elected employees of the County and Cities. The Chairperson of the Technical Advisory Committee shall be appointed by the Cobb County Director of Public Safety, and will be responsible for setting meeting dates and agendas with input from other members, and providing notice of meetings. The Technical Advisory Committee will meet semi-annually, or more often if necessary, to discuss system related or site specific complaints, recommended changes, and upgrades or enhancements to the System. The intent in establishing this Technical Advisory Committee is to facilitate communication amongst all users of the System and to work together towards the accomplishment of an integrated, interoperable and technically advanced System. There shall be minutes taken at all meetings and the same shall be disseminated to all members. Reports and recommendations of the Technical

Advisory Committee and the Managers Committee will be given to the County Board of Commissioners for its information when the Board of Commissioners is considering an item that the Technical Advisory Committee has considered.

(9) Additionally, the County will schedule a meeting of the User City and County "Managers Committee" within sixty days following the Radio Technical Advisory Committee. The Chairperson of the Technical Advisory Committee or his designee will update the Managers on items or issues discussed at the Advisory Meetings. Reports and recommendations of the Technical Advisory Committee will be provided at the Managers meeting.

(10) Invoice and provide notices to User as Set forth in this License Agreement.

(11) Establish a Core Replacement Fund into which the County's and those participating User's pro rata share of the estimated cost of replacement of the core system will be deposited (Section I).

(12) Utilize the Project 25 encryption standard which is the federally approved Advanced Encryption Standard (AES-256 bit) for land mobile radios desiring secure communications. The multikey option will be utilized for increased effectiveness of secure communication and enhanced mutual aid operations. The County will retain the encryption key loader in a secured environment and will provide a reasonable effort to support requests for loading secure keys into radios. This reasonable effort shall not exceed ten (10) business days.

#### **D. Severability**

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

#### **E. Law and Venue**

This Agreement shall be governed by the laws of the State of Georgia. The obligations of the parties to this Agreement are performable in Cobb County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Cobb County, Georgia.

#### **F. Notices**

All notices and other communications required or permitted under this Agreement shall be in writing to the address set forth for such party below, and shall be deemed to be effective when actually received or refused. Either party may change the address to which future notices or other communications shall be sent.

If to User:     A. Max Bacon, Mayor  
                  City of Smyrna  
                  City Hall  
                  2800 King Street  
                  Smyrna, GA 30080

With Copy to: Eric Taylor, City Administrator  
City of Smyrna  
City Hall  
2800 King Street  
Smyrna, GA 30080

Scott A. Cochran, Esq.  
City Attorney  
Cochran & Edwards  
2950 Atlanta Road, SE  
Smyrna, GA 30080

If to County: Radio System Manager  
Cobb County DPS/800 MHz Department  
140 North Marietta Parkway  
Marietta, GA 30060

With Copy to: Cobb County Manager  
100 Cherokee Street, Suite 300  
Marietta, Georgia 30090

And to: Director, Cobb County Finance Department  
100 Cherokee Street, Suite 400  
Marietta, GA 30090

### **G. Entire Agreement**

The terms and conditions contained herein supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this License Agreement. This License Agreement shall not be modified or amended except by a writing signed by authorized representatives of the parties.

### **H. Disputes**

Any claim, controversy or dispute, related directly or indirectly to this License Agreement, shall be resolved by a court of competent jurisdiction located in Cobb County, Georgia. The parties agree in good faith to participate in a mediation process if requested by the other party with all costs of mediation to be borne equally between the parties.

### **I. Initial Term and Renewal**

The Initial Term of the original License Agreement shall be 10 years from the Effective Date of October 1, 2005 as amended and restated. This amended and restated License Agreement shall automatically renew for two additional 10 year option terms ("Renewal Term") without any further action required from the County or User unless the County or User provides the other with at least one year prior written notice of its intent not to renew this License Agreement. The County shall provide to User at least

one and one-half (1 ½) years prior to the end of the Initial Term or any Renewal Term an estimate of User's Core Replacement Payments that User would be obligated to budget and deposit into its Core Replacement Fund or remit to the County during any Renewal Term. County Replacement Payments deposited into User's Core Replacement Fund or paid to the County during the Initial Term shall remain in User's or the County's Core Replacement Fund to be used exclusively for the System's core replacement or except as otherwise set forth in this License Agreement. Should User provide timely written notice to the County expressing its intention not to renew this License Agreement for a 10-year option term, User shall continue to be obligated to abide by all provisions and terms of this License Agreement, but User will not be obligated to make its Core Replacement Payment due in the tenth year of the Initial Term. If User does not renew this License Agreement and User has its own Core Replacement Fund, during the tenth year of and prior to the end of the Initial Term or any Renewal Term, User shall remit to the County payment equaling the greater of, one-third (1/3) of all funds then contained in User's Core Replacement Fund (including interest earned), or one-third (1/3) of the amount that should be contained in User's Core Replacement Fund (including interest) as of the end of the Initial Term or any Renewal Term (i.e., 9 years of Core Replacement Payments plus interest). If User does not renew this License Agreement and User has not created its own Core Replacement Fund but has remitted to the County its Core Replacement Payments, then the County will during the tenth year of and prior to the end of the Initial Term or any Renewal Term remit to User the sum of all Core Replacement Payments remitted to the County, less the greater of, one-third (1/3) of the funds contained in the County's Core Replacement Fund attributable to User, or one-third (1/3) of the funds that should be contained in the County's Core Replacement Fund attributable to User. All funds received by the County pursuant to this section shall be deposited in the County's Core Replacement Fund and utilized exclusively for core replacement. If the County receives adequate notice from User that it will not renew this License Agreement, and if a core replacement is scheduled to begin during or after the tenth (10<sup>th</sup>) year of the Initial Term or any Renewal Term, the County shall not have the option to fund any shortage in User's Core Replacement Fund pursuant to Paragraph 10.c. If this License Agreement automatically renews, it shall be governed by the same terms and conditions as the Initial Term except the County may adjust the estimated cost of any future core replacement whether or not there has been a core replacement during the contained herein or any Renewal Term.

## **J. Default; Termination**

Except as otherwise set forth herein, should either party to this Agreement substantially violate or default on any material term or provision of this Agreement, the non-defaulting party shall, in addition to any other legal or equitable remedies provided by law, have the right to terminate this Agreement after first providing the violating Party with written or electronic notice, which shall specify the alleged violation or default with reasonable particularity, and which shall initiate a thirty-day time period for an opportunity to cure such violation(s) or default. If the violating party believes more than thirty days is needed to effectuate a cure of the violation or default, then the defaulting party may upon receipt of the notice of violation or default request additional time to cure, and if such request is granted by the non-defaulting party (which request shall not be unreasonably withheld), then the defaulting party immediately shall commence and continue correction of such violation or default with diligence and promptness. In the event the County terminates this Agreement pursuant to this paragraph, if User has its own Core Replacement Fund, User shall be obligated to remit to the County on demand payment equaling the greater of, one-third (1/3) of the funds that are contained in User's Core Replacement Fund (including interest earned), or one-third (1/3) of the funds that should be contained in User's Core Replacement Fund (including interest) on the effective date of such termination. In the event the County terminates this Agreement pursuant to this Paragraph and if User has not created its own Core Replacement Fund but has remitted to the County its Core Replacement Payments, then the County will remit to User the sum of all Core Replacement Payments made to the

County, less the greater of one-third (1/3) of the funds contained in the County's Core Replacement Fund attributable to User, or one-third (1/3) of the funds that should be contained in the County's Core Replacement Fund attributable to User. In the event User terminates this License Agreement pursuant to this Paragraph and User has its own Core Replacement Fund, User shall be entitled to retain all funds contained in such Core Replacement Fund pursuant to the terms herein. In the event User terminates this License Agreement pursuant to this Paragraph and User has remitted to the County its Core Replacement Payments, upon termination and pursuant to the terms herein the County shall remit the sum of all Core Replacement Payments received and not utilized in accordance with this Agreement to User. The provisions of this Paragraph related to the retention or payment of funds from the County and User Core Replacement Funds upon termination for cause, will be required or allowed only after a termination is final, including the final disposition of any legal actions and appeals related to such termination. All funds received by the County pursuant to this section shall be deposited in the County's Core Replacement Fund and utilized exclusively for core replacement. Such payments shall not bar or act as a set-off against any other remedies or damages sought and/or received by the County against User.

#### **K. Failure to Pay**

In the event of any failure to pay when due any amount due under this License Agreement, interest shall automatically accrue on such delinquent amount at the rate of 7 percent per annum from the date such payment is due until the date of full payment of such delinquent amount and accrued interest thereon.

#### **L. Successors and Assigns**

The terms and conditions contained in this License Agreement shall bind and inure to the benefit of the County, User, and their respective successors and assigns.

#### **M. No Third Party Beneficiaries**

Nothing herein expressed or implied is intended to confer on any person, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this License Agreement.

#### **N. Time of the Essence**

User acknowledges that time is of the essence for its obligations under this License Agreement.

#### **O. Effective Date**

The Effective Date of this Agreement is deemed to be October 1, 2005. The parties acknowledge each has received benefit from the other during any period in which no active agreement existed, and all actions and payments made during any such period are hereby ratified by both parties. Any license agreement related to this same subject matter if still valid, shall be deemed void and superseded as of the Effective Date hereof.

#### **P. Survival**

All obligations of User relating to monies owed, as well as those provisions that reasonably survive termination or expiration of this License Agreement, shall so survive termination or expiration of this License

Agreement.

**Q. Audited Reports**

The County and User shall submit to each other within 180 days of each year end, an audited report of their Core Replacement Funds for the previous year.

**R. Mutual Negotiations**

The parties hereto have negotiated this License Agreement with assistance of legal counsel and therefore its terms shall be enforced equally amongst the parties and there shall be no construction more favorable to either party.

**S. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**WHEREFORE**, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures below.

[Signatures on following pages]

COBB COUNTY, GEORGIA

By: Timothy D. Lee

Timothy D. Lee, Chairman  
Cobb County Board of Commissioners



Seal

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS

7/14/15

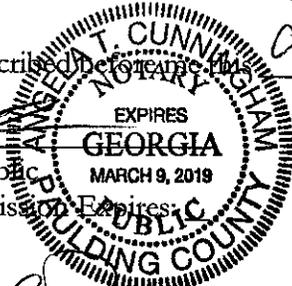
APPROVED AS TO FORM

By: [Signature]

Sworn to and subscribed before me this

9 day of September, 2015

[Signature]  
Notary Public  
My Commission Expires:



Attest: [Signature]  
Clerk's Office,  
Board of Commissioners

Robin L. Presley  
Deputy County Clerk

USER

By: \_\_\_\_\_  
A. Max Bacon, Mayor

Sworn to and subscribed before me

This \_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_

Attest: \_\_\_\_\_  
Clerk, City Council

**AMENDED AND RESTATED**  
**800 MHz RADIO SYSTEM USER LICENSE AGREEMENT**  
**EXHIBIT TWO**

Below is a list of essential functions of a radio subscriber that should work on the Cobb County radio system. These functions must work properly in order to tie the radio into the Cobb County radio system. Cobb County reserves the right to reject a radio that does not pass performance testing for the below functions. This list maybe amended by the Radio Technical Advisory Committee with the Manager Committee approval.

**MANDATORY NON PROJECT 25 STANDARDS OR FUNCTIONS**

- Scan – “Not specifically defined by the standard, so operation varies between vendors.”
- Patch calls
- Dynamic Regrouping
- Failsoft
- Over The Air Programming (OTAP) – if feature is offered or desired.
- Coverage performance – Coverage evaluations ensure coverage requirements are met. This test should be done with multiple vendor radios present to compare performance. Performance testing should include, but not limited to testing simulcasting, roaming, and non roaming functionality.
- Radio programming software and system keys – Both can leave the radio system vulnerable to pirated radios operating on the radio system illegally.

**MANDATORY P25 STANDARDS THAT HAVE BEEN SHOWN NOT TO WORK PROPERLY AMONG DIFFERENT RADIO VENDORS.**

- Inhibit – This is a P25 standard, but can still leave a radio system vulnerable depending on how the manufacture “interpreted” the standard.
- Emergency Activation – This is a P25 standard, but should function according to system design.

# EXHIBIT ONE

## Cobb County Radio System Security Policies and Procedures

### Purpose

The purpose of this document is to establish policies and procedures for maintaining the security and integrity of Cobb County's 800 MHz Radio System, including the Smartnet Analogue System, Astro Digital System, ITAC Simulcast System, and Data System (the "County System") in an effort to decrease the vulnerability and risk of public safety communications, and to provide secure communications which are vital to the successful and safe completion of all operations utilizing the County System.

### General Information

The Cobb County Astro Digital Radio system is associated with the Urban Area Security Initiative (UASI) Astro Digital Radio system. The policies and procedures outlined in this security document are adopted from UASI's policies and procedures and have been accepted by and incorporated in all Core UASI agencies policies and procedures.

### Application

The terms of this document shall apply to all authorized users of the Cobb System and all authorized users shall incorporate them into their local radio policies.

## **A. County System Security Standards**

With the evolution of the public safety radio systems from conventional analog networks to primarily voice communications systems integrated with data and imagery, the technology for the networks has become heavily computer-based. This evolutionary change requires a more stringent level of system security to guard against intentional and unintentional attacks or threats. The following warning was published in a Public Safety Wireless Network Security Problem Statement dated June 1998, "Digital radio systems must be configured and managed in a way that will provide adequate protection from computer-based threats." Along with the radio network infrastructure, the radios themselves are small computers that receive and transmit over a radio frequency environment. The following restrictions and conditions apply to all authorized users on the County System.

### Confidentiality

1. Radio wide: All system information is considered **confidential** and is not to be released to the public. It is expressly prohibited for any user or agency to verbally request or broadcast any system or radio identifiers over the radio network in part or in whole.
2. Documents: All documents containing system related information are to be marked as **confidential** and disposed of properly by shredding outdated or used documentation. System related information is not to be viewed or read by unauthorized personnel. See Appendix A for current list of authorized personnel and service shops. Additional authorized personnel and service shops may be added by or at the request of an authorized user pursuant to the terms of a license or user agreement and Part B of this document.
3. Radios: All radios contain **confidential** information and are not to be electronically read by any unauthorized personnel. See Appendix A for list of authorized personnel and service shops. Do not allow unauthorized personnel to attach any computers or electronic equipment to any radio for the purpose of repairing or to view system programming information.
4. System wide: The radio system is a closed network. All non-authorized radio IDs and talkgroup IDs will be kept disabled.

#### **Personally Owned Radios**

1. Radios operated on the County System must be owned and maintained by an agency that is responsible for the maintenance and care of the radio, as well as the behavior of the individual user.
2. Radios that are bought and maintained by an individual are not allowed on the County System.

#### **Authorized Access**

Only those agencies operating under a fully executed "Radio User Agreement" with Cobb County or approved for mutual aid access are authorized to access the County's System.

#### **Encryption**

Participating agencies that require secure communications will be required to use the Advanced Encryption Standard (AES) algorithm. Because of the multiple agencies participating on the County System, radios with the AES option will need to be configured with a multi-key option that will support up to 48 encryption keys and 16 algorithms. Cobb County will coordinate system key generations in conjunction with the UASI Technical Committee.

The future advancement planned for the Astro Digital radio system (wireless) will require radios to have installed the Over the Air Re-keying (OTAR) option. Until wireless administration of the encryption key OTAR is employed, secure users employing encryption will be required to have their radios programmed by the Cobb County Radio

System Manager, and reprogrammed as determined by the System Manager for known breaches of security or other security concerns.

All Cobb County talk groups will be programmed as "clear" communications except for the identified special response talk groups (i.e. SWAT, IA, Narcotics, Intelligence, Command, Bomb, Crisis Negotiations, etc.)

Agencies requiring additional secure talk groups will need to submit their requests in writing, on departmental letterhead, explaining their requirement.

### **Encryption Key Loader or Key Management Facility Server**

The encryption key loader and/or Key Management Facility server will be secured in a restricted access facility. Until the system can support the OTAR configuration, the current system manager(s) will address encryption needs.

In order to prevent erroneous keying of secure radios and to ensure the security of the system key and system key loader information, the Cobb Radio System Manager will maintain the Encryption Key Loader for all authorized users of the Radio System.

## **B. Radio Service Shop Provider Standards**

### **Authorized Service Shops**

The service shops and personnel currently authorized to have access to radios operating on the County System are listed on Appendix A to this document. Other service shops and personnel may be added to this list after a review of the shops and/or personnel credentials conducted by the Cobb County 911/Communications Director, the Cobb County Radio System Manager, and a representative of the User agency wishing to add such shop or personnel, reveals conformance with the standards set forth herein. The County may also add shops and personnel on its own after a similar review and determination by the County is made. Any person participating in the evaluation of a shop's or personnel's credentials who is dissatisfied with the outcome of the evaluation may request review by the Technical Advisory Board established by the Radio System User Agreements.

### **Removal and Reinstallation of Equipment (Repairs or Replacement):**

Accurate inventory location is a critical aspect of maintaining System security. Reasonable and timely notification of removal and installation of equipment for swap out or repairs is a must. Information gathered in the "service ticket and invoice standard" will need to be compiled and submitted to the Cobb County System Administrator within 48 hours of completion of the work. The information can be faxed or emailed.

### **Record Keeping Standard:**

The service shop shall maintain its records on any work performed for a minimum of three (3) years. A radio shop must provide proof of compliance with this retention requirement in the form of an on site demonstration of its record keeping capabilities or by supporting documentation of its existing historical data. Proof of compliance or documentation is to include all the listed items in the "Maintenance History/Work Order Processing Retrieval Standards" listed below.

Proof of compliance will also be required on Service Ticket/Invoice Standards. The Service shop will provide supporting paper documentation that the service ticket/work order records the information required in the Service Ticket and Invoice standards listed below.

The service shop will be required to maintain its Service Ticket/Invoice records for the entire length of the contract. In the event of the loss of subsequent contracts the service shop may be required to provide the maintenance and service record data in a delimited flat file. The maintenance and service data required would be for the length of the contract or not less than three (3) years.

**Service Ticket and Invoice Standards:**

**A service shop shall be required to abide by the following Service Ticket and invoice Standards.**

1. Service tickets and invoices should always include the following:
2. Date and Time of the requested service
3. Date and time service was completed
4. Serial and model number (this can apply to any item being serviced, including, but not limited to, radios, radio modems, cameras, VCRs, monitors, transmitters, laptops, handheld and in car radar, handheld laser radio, cell phones, knox boxes, etc.)
5. Vehicle number
6. Name of the person authorizing or requesting the service and their departmental phone number
7. Specific department name within the organization requesting the services. (i.e. Cobb Police Precinct 4, Cobb County 911, Cobb County Sheriff's Office Adult Detention Center, etc.)
8. Complete description of the service request and work performed
9. Invoices need to include the service ticket number the work is directly related to.

**Maintenance History/Work Order Processing Retrieval Standards:**

The following items are minimum requirements of the type of data that should be stored and retrievable in compliance with the three-year historical standard:

1. Serial number
2. Vehicle number
3. Asset tag number or other departmental identification
4. Preventative maintenance service record of a specific piece of equipment
5. Off site repair record (when an item is sent back to the manufacturer for repair)

6. Return and reinstallation of an off site repair (repaired item returned from the manufacturer)
7. Removal and installation record by vehicle number (vehicle number requirement is primarily for vehicle swap-out issues for the removal of equipment from one vehicle and installing equipment into another vehicle)
8. Service history by fire station number or 911 dispatch position number of fixed end equipment
9. Specific department name within the organization requesting the service (i.e. Cobb Police Precinct 4, Cobb County 911, Cobb County Sheriff's Office Adult Detention center, etc.)
10. Items submitted for repair that are still "in process" of repair
11. Items completed waiting for pickup or installation
12. County issued purchase order number

A Wireless Industry Standards now exist for technicians through a series of independently administered low-cost certification exams. The certifications start with an Associates exam covering basic electronics and continues through a Master level that indicates proficiencies in 6 different areas of technical expertise with several competency levels available in between. A list and description of the levels of Certificate is attached hereto as Appendix B. More information can be found on the Electronic Technicians Association (ETA) web site [www.eta-sda.com](http://www.eta-sda.com).

### **Minimum Certification**

All personnel handling or performing work on radios that operate on the County System shall have at a minimum an Associate C.E.T. certification.

### **FCC License**

All service technicians are required to have valid FCC certification licenses.

### **Background Checks**

Because the system information is considered confidential information it is required that service shops perform background checks on **all** individuals who will come in contact with any radios programmed with County System information. At a minimum, a criminal background check shall be performed as recorded by Federal, State, County, City, Foreign or other governmental bodies. No individual who will come in contact with any radios programmed with County System information shall have a) been convicted of a criminal offense which could be classified as a felony in the Official Code of Georgia annotated regardless of the location in which the act or crime was committed (pleas of Nolo Contendere and First Offender Treatments are considered a conviction), b) been convicted of more than two misdemeanor offenses as defined in the Official Code of Georgia Annotated regardless of the location in which the act or crime was committed, and c) admitted to the commission of crimes or acts against any State or governing body

which were never detected and which constitute a bar to employment pursuant to a) or b) above.

### **Policy Review and Amendments**

It is important to maintain current technology and system security measures throughout the life of the Radio System. The policies and procedures will be reviewed periodically and in conjunction with system changes and security breaches and may be amended to ensure a continued secure system. Any amendments to these security policies and procedures will be provided to all authorized users on the System.

## **Appendix A**

### **Authorized system key owners and service shops**

#### **Cobb County**

Manager  
911 Emergency Communications  
140 N. Marietta Pkwy, Marietta, Georgia 30060  
(770) 499-4163 Fax (770) 590-5719

#### **City of Marietta**

Radio System Analyst  
Management Information Services  
City of Marietta  
City Hall – MIS Department  
205 Lawrence St, Marietta, Georgia 30060  
(770) 794-5452 Fax (770) 794-5505

### **Authorized Service Shops**

#### **Diversified Electronics, Marietta**

Joel Brotman, Service Manager  
1290 Fields Pkwy, Marietta, Georgia 30066  
(770) 427-8181, Fax (770) 427-3269

#### **Atlanta Communications**

Ron Thomas, Service Manager  
1510 Huber Street, NW  
Atlanta, GA 30318  
(404) 875-9316 fax (404) 893-1669

## **Appendix B**

### **Associate C.E.T.**

The first level is the Associate C.E.T. (Certified Electronics Technician) that is a basic electronics exam for a beginning technician or a recent tech school graduate with 2 years or less of combined education and work experience. This certification is good for 2 years.

### **Journey Wireless C.E.T.**

The second is the Journeyman Wireless C.E.T. Exam that has 200 questions and includes all of the material covered in the Associate level plus the existing material that has been updated by USMSS and ETA. The certification is geared to the technician with at least 4 years of combined education and job experience. This certification is good for 4 years unless you are a member of ETA and update your training records on a yearly basis.

### **Senior Journeyman C.E.T.**

The third level is the Senior Journeyman C.E.T where an individual gets a score of 85 or better on the Journeyman exam noted above and has 6 years or more of combined educational and job experience. This level includes a special recognition plaque provided by ETA for the technician.

### **Master Technician**

The final level is the Master Technician who must have at least 6 years of combined work and educational experience and have passed the Associates level exam plus 6 of the specialized Journeyman options also available through ETA.

If you don't follow this training update practice the ETA Journeyman Certification will be good for 4 years.