

800 MHZ RADIO SYSTEM USER LICENSE AGREEMENT

This 800 MHZ Radio System User License Agreement (the "License Agreement") is made ~~and~~ entered into, by and between Cobb County, Georgia, a political subdivision of the state of Georgia (the "County"), and _____, (the "User"), collectively referred to as the "Parties."

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, certain Agencies located within Cobb County, including The United States Army Corps of Engineers, Cobb County Board of Education Campus Police, Kennesaw State University Campus Police, WellStar Health System Inc., Puckett EMS and Metro Ambulance Service, are presently users on the System; and

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

Whereas, User is an Entity or Agency that has demonstrated the need and requirement for access to the System to further the goal of protecting the health, safety, and welfare of all the citizens of Cobb County; 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 therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County; and

Whereas, User entered into an "800 MHZ Radio System User License Agreement" with the County, dated _____, (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, User wishes to continue to license subscriber units on the County System pursuant to the terms and conditions of this License Agreement which is intended by both parties to supersede and take the place of the Original Agreement; and

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Whereas, User's Original Agreement has an effective date and term that may differ from other users of the System, and the Parties desire to have all like user agreements contain the same effective dates and terms to the extent practicable; and

Whereas, the Parties agree that this License Agreement shall have an effective date retroactive to 1 October 2018 ("Effective Date"); and

Whereas, the County and User are authorized to enter into this License Agreement pursuant to the provisions of Article IX, Section III, Paragraph 1(a) of the Constitution of the State of Georgia, the Intergovernmental Contracts Clause; and

Whereas, the County and User agree that this document will supersede and replace the current agreement in force upon signature of this document; and

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") for the annually certified number of units as determined from the agency inventory ~~maintained~~ on the County's Asset Management System from the Effective Date thru 30 September 2027 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 and assigned Radio Identification Numbers (Radio ID's) or Mutual Aid Units as defined below. Such License is not intended to and does not grant to User any property interest in or control over the County System.

(2) Mutual Aid Units. The County also grants to User as a part of this ~~License~~ the ability to operate up to 75 additional radio units on the County's system for the term of this agreement 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 used for disaster training and disaster operations. The County will review the use history of these Mutual Aid 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 Mutual Aid Unit(s) that exceeds 30 days in the billing year, then the exemption from charges set forth in this License Agreement will be lost and the unit status will be changed to "Authorized Unit" and will then be subject to all such charges. User shall have the option to return the Unit to a "Mutual Aid Unit" status or remove the unit from the system after the Unit has been accounted for in the current billing cycle.

(3) All Authorized or Mutual Aid Units will meet The Project 25 ("P25") suite of standards, developed by the Association of Public Safety Officials ("APCO") and the Telecommunications Industry Associates ("TIA"). This suite of standards is an evolving digital public safety communications technical standard for radios and Land Mobile Radio ("LMR") systems; for the purpose of enabling multi-

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

manufacturer interoperability of “interfaces, services, and features” for digital public safety communications equipment. A number of P25 standards have not been finalized and are still in the development stage.

All subscriber units (mobile, portable, consollette or desktop radio) must be approved by type by the County, and such approval shall not unreasonably be withheld. Before the County will approve the use of a subscriber unit on the System, the County with the participation of the Radio Technical Advisory committee or an individual agency will perform functional testing of P25 compliant subscriber unit, to verify functionality in accordance with the County’s radio system. The functional testing will evaluate the performance of essential non-P25 standards. The Parties agree that APPENDIX I contains the current Subscriber Acceptance Test Plan (“Plan”). The Radio System Administrator will notify the Radio Managers Committee of all changes. The County along with the Radio Technical Advisory Committee will also perform coverage and performance testing of the subscriber unit, ~~since the voting and simulcast technology is not a P25 standard, but integral in the operation of subscriber units on the System.~~ It will not be necessary to test all subscriber units; only a sample of the particular make and model will be tested and evaluated. Once a P25 compliant radio vendor has successfully conducted the Compliance Assessment Program (CAP) tests for their radio product(s), there is not a requirement for the radio vendor or the radio system vendor to continue dialogue regarding any changes made to either product. For this reason the County is not responsible for subscriber related issues that result in failures or financial costs.

Subscriber Units that pass the Subscriber Acceptance Test, ~~as may be amended,~~ and whose vendors or service shops adhere to security protocols and operational standards equal to or greater than those established in writing by the County will be acceptable. The Cobb County-, GA Radio System Security Policy documents are attached hereto as Appendix J and by reference made a part of hereof. A conforming products list is available from the Cobb County 800MHz Radio Systems Administrator (the “Administrator”) or designee, and will be updated when new conforming products are available. County will notify all Users of the intent to change the System or vendor not less than 1 year prior to any change to the System or vendor. User shall be responsible for purchasing and maintaining all equipment necessary to function as a User on the new or modified System on or before the time such change takes effect.

B. System User Fee

(1) The System User Fee is defined as the cost to maintain the County System. These costs shall include all items deemed necessary by the Administrator for the support and operation of the Radio System.

(2) The System User Fee will be computed by establishing the total number of radios in use on the radio system from an annual inventory of each Agency. This inventory will determine (a) the total number of radios in use by all agencies and (b) the total number of radios in use by individual Agencies. These totals will be used to determine the Agency share of each category cost. All categories will then be added together to determine the total Agency System User Fee. The Annual Inventory will be conducted between June 1st and August 31st annually, using the County Asset Management Program. All inventory information found in that database on September 1st of each year will be considered as the Agency Final Count.

The System User Fee will be made up of the following areas described below;

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

1. **Annual Maintenance** - This category defines the existing System and Subscriber Annual Maintenance Agreement Contract costs. It is divided into four divisions, Infrastructure, Special Infrastructure, Subscribers and Radio Maintenance License Fee. They are defined as follows:

- a. **Infrastructure Maintenance:** All equipment and software found at the Tower Sites, Master Site, Prime Site and Dispatch Centers or other locations as designated in the Annual Maintenance Agreement. This will not include the Special Infrastructure equipment. The total Infrastructure Cost will be computed by dividing the total number of radios into the cost of the Infrastructure Maintenance to determine a 'per radio' cost. This cost will be multiplied by the total Agency Authorized Unit count to determine the Agency Share.
- b. **Special Infrastructure Maintenance:** Is equipment that includes but not limited to MCC 7500 consoles, VHF equipment and subscribers, Fire Station Alerting and the Jail ASR Site. Only the agencies associated with these items are charged the associated costs. This is an exact cost and will be added to the individual agency costs.
- c. **Subscriber Maintenance:** This provides for the repair and maintenance of all handheld, mobile, consollette and control station radios. Only those agencies that participate in the subscriber maintenance program are charged the associated costs. This cost will be computed by dividing the total number radios of the participating agencies into the cost of the Subscriber Maintenance to determine a 'per radio' cost. This cost will be multiplied by the total Agency Authorized Unit count to determine the Agency Share.
- d. **Radio Management License Fee:** This fee provides automated programming update support thru the 800 MHz Department Radio Management System. This cost is computed by multiplying the Agency Authorized Unit count by the Annual License cost established in the Annual Maintenance Agreement to determine the Agency Share.

The amounts determined from the Infrastructure, Special Infrastructure, Subscriber Maintenance and Radio Management License Fee costs will be added together to determine the Agency Annual Maintenance Share.

For purposes of this License Agreement, the cost of the Annual Maintenance Contract will be equal to the Contract Price obtained by the County before September 30th of each year or as established by a multi-year agreement. Appendix B details a 10yr Projected Cost for the Annual Maintenance.

2. **10 Year Migration Assurance Plan (MAP)** - This category defines all Radio System enhancements, lifecycle maintenance or replacement projects on equipment that is not covered under either the Annual Maintenance Contract or the Systems Upgrade Agreement II (SUA II). This list will be determined by the Administrator.

In the event that offset funding would not be made available or any item(s) on the list are not eligible for inclusion of the funds or an item is added after the MAP contract has been executed, the County is required to present such item(s) to the Technical and Radio ~~Management Manager's~~ committees per Paragraph D.

(10) and D (11) prior to submission to the Board of Commissioners.

The amount to be billed will be computed by determining the cost of all of the Line Items over the term of the MAP Agreement. This amount will be divided by the length of the contract creating an

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Indent: Left: 0", Right: 0.07", Space Before: 8.9 pt, Line spacing: single

Formatted: Justified

Annual amount. This Annual Cost will be divided by the annual total number of radios found on the multiplied by the total number of Agency Authorized Units to determine the Agency Share.

If a Line Item affects the SUAII or Annual Maintenance costs, those adjustments will be made in the year that all warranties end and the Agency share will be recomputed at that point. All efforts will be made to determine those costs during the MAP contract process.

A list of MAP items will be found in Appendix A of this agreement. A list of the projected projects cost can be found in Appendix B.

3. **SUA II** - This category defines the cost for the ten (10) year Systems Upgrade Agreement II. This agreement provides for the software and equipment upgrades (Core Replacement) necessary to keep the Radio System at the most recent available technology and version. Appendix B details the annual payment schedule for this agreement.

The amount to be billed will be computed by using the agreement payment annual scale. The Annual Cost will be divided by the annual total number of radios found on the system to determine the 'per radio' cost. The 'per radio' cost is then multiplied by the total number of Agency Authorized Units to determine the Agency Share. This is a set annual cost and is not divided by the agreement term.

For purposes of this License Agreement, the cost of the Systems Upgrade Agreement II will be equal to the annual payment schedule obtained by the County as published in Appendix B.

If a Line Item affects the SUAII or Annual Maintenance costs, those adjustments will be made in the year that all warranties end and the Agency share will be recomputed at that point. All efforts will be made to obtain those costs during the MAP contract process.

4. **Year 10 Fund Credit** - In the event that the total amount estimated for collection in the agreement is not completely expended on the Project List (Appendix A) and no other projects are approved for use, the following will be the options of the Radio Managers Committee;

- a. The total unused balance of collected funds will be divided by the certified total radio count in year ten (10) of this agreement to determine a 'Per Radio' amount. This amount will be multiplied by the year ten (10) of the Agency Authorized unit count and credited to the next billable cycle.
- b. The total unused balance of collected funds will be divided by the certified total number of radios in year ten (10) of this agreement to determine a 'Per Radio' amount. This amount will be multiplied by the Agency Authorized unit count for year ten (10) and remitted to the individual agencies.
- c. The total unused balance of collected funds will be carried over to the new 10 year agreement. It will be subtracted from the determined total System User Fee amount and all computations will based on the adjusted amount.

C. User Agrees To:

(1) Never sell, assign or otherwise transfer its License, in whole or in part, to any other person or entity.

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

(2) Provide the contact information and keep said information updated for a Point of Contact for both the Technical Advisory Committee and the Radio Managers Committee. This can be either a single or separate individual appointed for each committee.

Formatted: Justified

(3) Be solely responsible for purchasing and maintaining all equipment, in accordance with the manufacturer's recommendation, necessary to be a User on the County System.

(4) Be solely responsible for meeting the required Time Division Multiple Access ("TDMA") operational compliance. All legacy (non TDMA) subscribers will no longer be supported by the current radio system provider.

Formatted: Justified

(5) User may add additional units by making formal application on Agency Letterhead. A list of required information can be found in Appendix C. The request with any supporting documentation will be submitted to the Administrator. The application for additional units shall be reviewed and may be approved, denied, or modified by the Administrator. The Administrator, in reviewing an application, will take into account system loading, air time usage, number of system buses, and any other relevant factors, and will make a decision based on maintaining the efficiency ~~of the~~ County's System for all users. Any required additional System Resources such as Transmitters, Frequencies and all related equipment and services will be the financial responsibility of the requesting agency at the time the radios are added. All Equipment Specifications will adhere to the ~~current~~ Radio System Vendor requirements. In order for all users to be able to reasonably budget for the costs associated with operating on the County System, the number of Authorized Units must remain consistent. To this end, except in instances where User is unable to comply with regulatory mandates within the applicable time set forth in Paragraph C(11) or chooses to terminate this License Agreement pursuant to the terms of Paragraph J or Paragraph K, User agrees it shall maintain all of its public safety radio units on the County System during the entire term and any Renewal Term of this License Agreement.

Formatted: Justified

All requests for additional Authorized Units should be made at least thirty (30) days prior to the beginning of the County's fiscal year (October 1). Authorized ~~Units~~ may be requested and added after October 1 of each year. The County will invoice the User and the User shall have 12 months to make full payment to the County for such addition.

Formatted: Justified

Any application denied may be appealed to the Appeals Board constituted for such purposes as set out in Paragraph D (9).

Formatted: Justified

(6) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. Appendix D details a conforming products list is available from the Administrator and will ~~be~~ updated when new conforming products are available. The Administrator will notify the Technical Committee of any changes to Appendix D. Products not listed will not be accepted. In the event the County changes the System or the vendor, User shall be responsible for purchasing and maintaining all equipment necessary to function as a User on the new or modified System on or before the time such change takes effect. All maintenance performed on User's units must be a vendor certified technician, or otherwise consented to in writing by the Administrator.

Formatted: Justified

(7) Provide the Vendor's Declaration of Compliance (SDoC) or Trunking Summary Test Report (STR) for the Phase 1/2 Conventional and Trunking CAP testing.

(8) Comply with County vendor software security constraints.

Formatted: Justified

(9) Have any of its devices, equipment, or subscriber units, which, in the determination of the Administrator, cause any problems on the System, be immediately taken out of service and repaired by the User at the 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.

Formatted: Justified

(10) Ensure that all persons who will be operating subscriber units are adequately trained. The County will provide training to a User representative, upon the User Agency request, who will in turn be responsible for training all persons authorized to operate a unit on the County System.

Formatted: Justified

(11) Ensure 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 Administrator will review alleged violations of any applicable law, code, regulation, ordinance, or this Agreement. Upon finding a violation has occurred, the Administrator, 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 it's License should not be revoked before the Appeals Board constituted for such purpose as set out in ParagraphD(9).

Formatted: Justified

(12) 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.

Formatted: Justified

(13) 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.

Formatted: Justified

(14) Respond and Certify in writing as to the accuracy of the agency's radio equipment as found in the Cobb County Asset Management database. This inventory shall commence on 1 June of each year and end by 30 July of each year. All radio totals found in the Asset Database after 30 August of the current year will be considered final.

Formatted: Justified

(15) Never permit or request the use of personally owned Radio Equipment. All such equipment must be wholly owned by the Agency of Record for this License.

(16) Remit to the County in a timely fashion its pro rata share of the estimated (or actual if available) cost of the System Users Fee as described in Section B. The County Finance Department will calculate the per unit cost based on the total number of Authorized Units that have been authorized for use to all Users at the time of billing 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.

(17) In the event that the System Users Fee balance is Less than the amount required and contributed by the users and the County, User's pro rata portion of the difference will be adjusted accordingly. The User's agree to pay its pro rata share to supplement the amount required by the County to reach the amount needed. 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 as of the current billable year.

(18) 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.

(19) Immediately report lost, missing, or stolen radio(s) to the Radio System Administrator. Such report shall include a copy of a police report or number (as applicable), date and time missing, radio serial number, make, and model. The initial report to the Administrator may be verbal but must be followed by a written notice.

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

D. The County Agrees To:

(1) Maintain and support the County Trunked Radio 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 in accordance with Paragraph D(6).~~ Prior to presentation of such recommended change to the Board of Commissioners, the issue will be presented to the [Technical](#) Advisory and Radio Managers Committees as set forth in Paragraphs D(10) and D(11). The County shall retain the sole discretion to change the System or Vendor, and will not be responsible to User for any expenditure, losses, or other claims caused by or attributable to such voluntary change(s) to the County System or Vendor.

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

(5) Provide User prior written notice of its decision to comply earlier than required with State or Federal mandates as set forth in Paragraph C (4013) 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 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 emergency situations it deems to be of an emergency nature. ~~it deems to be of an emergency nature.~~

(7) Apply any related balance amounts from previously collected funds toward the Total System User Fee described in this agreement, Paragraph B (4).

(8) Make every effort to consider future needed capital upgrades and/or enhancements of the 800 MHZ Radio System for inclusion in any Special Purpose Local Option Sales Tax Program or similar funding sources as they are available.

(9) Establish an Appeals Board ("Appeals Board") to review any adverse action taken by the Administrator as authorized by this license. 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~~ and one member from a non-County agency that is not directly involved in the dispute, determined by the largest radio count. 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.

(10) Establish a Radios Managers Committee (The "Radio Managers Committee") to be comprised of the County Manager, Cobb County Director of Public Safety, or his designee and one representative from each Agency or Municipality who is a contractual User on the System. All representatives shall be non- elected employees. The County Manager shall act as the Chairperson for the committee and shall be responsible for setting all meeting dates and agendas with input from other members, and providing notice or meetings. The "Radio Managers Committee" will meet semi-annually or more often if necessary to discuss system related funding issues, policy issues or recommended actions referred to them by the "Technical Advisory Committee" (para D11) concerning site specific complaints, recommended changes and upgrades or enhancements to the System. The intent in establishing the Radio Managers 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 Radio 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 Radio Managers Committee has considered.

(11) Establish a Radio System Technical Advisory Committee (the "Technical Committee") to be comprised of representatives from all of the agencies and municipalities who are users of the system. "Mutual Aid" Users may attend committee meetings, but hold no voting rights. All representatives shall be non-elected employees of the County and Cities. The Chairperson of the Technical Committee shall be the Cobb County Radio Systems Administrator, and will be responsible for setting meeting dates and

Formatted: Justified

agendas with input from other members, providing notice of meetings and communication with the Radio Managers Committee (para D10). The Advisory Committee will meet quarterly or more often if necessary, to discuss system related or site-specific complaints, recommended changes, training strategies and upgrades or enhancements to the System. The intent in establishing this 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. Recommendations concerning system changes and costs will be referred to the Radio Managers Committee (para D10) for approval as required or needed. 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 will be given to the Radio Managers Committee for its inclusion with information or recommendations when the Board of Commissioners is considering an item.

(12) Invoice User as Set Forth in this License Agreement.

(13) Establish a System Users Fee Fund into which the County's and User's System Users Fee's will be deposited.

(14) Provide the User with access to its Radio Equipment Inventory found in the Cobb County Asset Management system. This will be a web based product and the User will be granted one (1) Username and Password to monitor and adjust its individual radio fleet.

(15) The County shall provide within 180 days of the end of the County Fiscal Year, to the Radio Managers Committee a detailed Expenditure Report reporting the use of the invoiced monies for the previous year. This Report will be cumulative from the Effective Date thru the License Term.

E. 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.

F. 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.

G. 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: _____

With Copy to: _____

If to County: Radio System Administrator
Cobb County 911 Emergency Communications
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

H. 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.

I. 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.

Formatted: Justified

Formatted: Justified

J. Initial Term, and Renewal

The Initial Term of this License Agreement shall be 10 years from the Effective Date. The County will notify Users of the intent to renew this agreement at least 1 year prior to the expiration of the Initial Term. The User must provide written notice to the County -within 90 days of receipt of the renewal notification of User's intent not to renew. Should User provide timely written notice to the County expressing its intention not to renew this License Agreement for a second 10-year term, User shall be obligated to make its System User Fee Payment due in the tenth year prior to the end of the Initial Term. If the County has given the notice to renew and User fails to give timely notice of its intent not to renew, this License Agreement shall automatically renew for a second 10 year term. All funds received by the County pursuant to this section shall be deposited in the County's System User Fee Fund and utilized exclusively for the stated purpose. If this License Agreement is renewed, it shall be governed by the same terms and conditions as the Initial Term except the County may adjust the estimated cost of the System User Fees as is deemed necessary and prudent.

Formatted: Justified

K. Default; Termination

Except as otherwise set forth herein, should either party to this Agreement violate or default on any provisions 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 notice which shall initiate a thirty-day time period for an opportunity to cure such violation(s) or default. In the event the County terminates this agreement pursuant to this paragraph, User shall be obligated to remit to the County payment equaling the remaining User cost share as estimated at the Initial Term of this agreement. All funds received by the County pursuant to this section shall be deposited in the County's System Users Fee Fund and utilized exclusively for the stated purpose.

Formatted: Justified

Formatted: Justified

L. Revocation of License

User's License may be revoked only for good cause and only after User has had an opportunity to show cause why it's License should not be revoked before the Appeals Board constituted for such purpose as set out in Paragraph E(9) herein.

Formatted: Justified

Formatted: Justified

M. 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.

Formatted: Justified

Formatted: Justified

N. 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.

Formatted: Justified

O. 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.

Formatted: Justified

Formatted: Justified

P. Time of the Essence

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

Q. Integration.

This Agreement, together with all exhibits attached hereto, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, consultants, employees and/or representatives with respect to the subject matter hereof, including without limitation, any and all unexpired agreements relating to the use of the 800 MHz Radio System described herein. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

R. 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.

S. 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.

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

Formatted: Justified

[Signatures on following page]

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.

COBB COUNTY, GEORGIA

By: _____
Michael Boyce, Chairman
Cobb County Board of Commissioners

Seal

Sworn to and subscribed before me this
day of _____, 2018

Notary Public
My Commission Expires: _____

Attest: _____
Clerk, Board of Commissioners

USER

By: _____

Title: _____

Sworn to and subscribed before me this
day of _____, 2018

Notary Public
My Commission Expires: _____

Attest: _____
Clerk, City Council

Seal

APPENDIX A
10yr Migration Assurance Plan (MAP) Project List

<i>TRAK Replacement Sec 1.1</i>	<i>2018</i>
<i>High Availability Data, Redundant CNI and Enhanced Data (Inf & Sub) Sec 1.2</i>	<i>2019</i>
<i>Geo-Redundant Prime Site Sec 1.3</i>	<i>2019</i>
<i>Group Services (Inf & Sub) Sec 1.4</i>	<i>2019</i>
<i>FS9 Building Refurbishment Sec 1.5</i>	<i>2019</i>
<i>MultiProtocol Label Switching (MPLS) Sec 1.6</i>	<i>2019</i>
<i>Aviat Microwave Waveguide and Antenna Placement Sec 1.7</i>	<i>2020</i>
<i>System Feature Licensing Sec 1.8 .1-.4</i>	<i>2020</i>
<i>UPS Replacement Sec 1.9</i>	<i>2023</i>
<i>Generator Replacement Sec 1.10</i>	<i>2022</i>
<i>Aviat Microwave Radio Replacement Sec 1.11</i>	<i>2027</i>
<i>RF Antenna System and Combiner Replacement Sec 1.12</i>	<i>2027</i>
<i>Tower & Building Refurbishment Sec 1.13</i>	<i>Contract Term</i>
<i>PremierOne CAD Integration w/ Responder Location Sec 1.15</i>	<i>2019</i>
<i>Two (2) Channel Addition Sec 1.16</i>	<i>2019</i>
<i>MCM Upgrade Sec 1.17</i>	<i>2020</i>

APPENDIX B
Annual Costs

SUAII Costs - Estimated

FY 2017	\$573,873.00
FY 2018	\$590,176.00
FY 2019	\$498,043.06
FY 2020	\$499,863.06
FY 2021	\$506,478.06
FY 2022	\$508,402.06
FY 2023	\$510,426.06
FY 2024	\$512,450.06
FY 2025	\$653,003.06
FY 2026	\$521,480.66
FY 2027	\$46,068.06
SUA II Total Cost	5,420,262.58

Note: All SUA II Costs paid for thru SPLOST 2016 funds

Note: FY 2027 SUAII Base Costs not determined due to end of current contract

MAP Costs – Not Covered Under MAP Proposal, SPLOST Funded

Project	Estimated Cost	Project Year
Tower Site HVAC Replacement	\$100,000.00	2027

MAP Costs – Covered MAP Proposal

TRAK Replacement Sec 1.1	2018	\$309,130
High Availability Data, Redundant CNI and Enhanced Data (Inf & Sub) Sec 1.2	2019	\$779,198
Geo-Redundant Prime Site Sec 1.3	2019	\$758,227
Group Services (Inf & Sub) Sec 1.4	2019	\$414,590
FS9 Building Refurbishment Sec 1.5	2019	\$ 99,221
Multiprotocol Label Switching (MPLS) Sec 1.6	2019	\$318,177
Aviat Microwave Waveguide and Antenna Placement Sec 1.7	2020	\$608,916
System Feature Licensing Sec 1.8 .1-.4	2020	\$167,460
UPS Replacement Sec 1.9	2023	\$665,201
Generator Replacement Sec 1.10	2022	\$476,709
Aviat Microwave Radio Replacement Sec 1.11	2027	\$1,099,254
RF Antenna System and Combiner Replacement Sec 1.12	2027	\$1,742,573
Tower & Building Refurbishment Sec 1.13	Contract Term	\$ 175,000
PremierOne CAD Integration w/ Responder Location Sec 1.15	2019	\$415,633
Two (2) Channel Addition Sec 1.16	2019	\$1,269,645
MCM Upgrade Sec 1.17	2020	\$ 59,568

Note: All MAP Costs paid for thru SPLOST 2016 funds

APPENDIX B (continued)

Annual Maintenance Costs – 10yr Projected Costs

FY 2018	\$2,743,456
FY 2019	\$2,795,828.66
FY 2020	\$3,025,631.74
FY 2021	\$3,264,366.22
FY 2022	\$3,328,217.55
FY 2023	\$3,390,355.88
FY 2024	\$3,384,415.19
FY 2025	\$3,431,135.80
FY 2026	\$3,498,321.80
FY 2027	\$3,561,928.05

APPENDIX C
Additional Radio Units Application Information

1. **Radio Model Number**
2. **Radio Model Name**
3. **Radio Manufacturer**
4. **Radio Model Type (Mobile, Portable, Control Station, Consollette)**
5. **All Accessories**
6. **Frequency Operating Range**
7. **FDMA or TDMA operations**
8. **Is Encryption being used**
9. **Brief explanation for the addition of the reason for adding the radio(s)**
10. **Include a quote showing all features that will be provided on the radios**
11. **Timeline of when the radios will need to be active on the system**

APPENDIX D

Radio Type and Feature Set List

Motorola Radios (Current Approved Models APX 6000, 6000xe, 6500, 8000, 8000xe, 8500)

- Full Version M2.5 minimum, M3.5 recommended
 - o Lite (Li) versions will be accepted
- 7/800 MHz Band (minimum)
- SMARTZONE operation
- P25 9600 Baud Trunking
- FDMA/TDMA operations
- ASTRO DIGITAL CAI Operation
- WIFI capability
- GPS
- Packet Data
- Advanced (Enhanced) Data
- Hardware Key Operation (Advanced System Key)
- Group Services (Mobile/Control Stations/Consollette only)
- OTAP
- Geo-Fencing
- Multi-Key Operation (Secure Radios only)
- AES Encryption (Secure Radios only)
- IMPRESS 2 Battery (-portable only)
- Multi-band operation (UHF/VHF) (-as desired) (APX 8000/8500 series only)

This list is not inclusive and may change as the system requires

OTHER APPROVED RADIOS

EF Johnson/Kenwood Series Radios

- SMARTZONE Operation
- TDMA Operation
- AES Encryption
- P25 9600 Baud Trunking
- ASTRO DIGITAL CAI operation
- 7/800 MHz Band
- Multi-band operation as available or desired

Harris Series Radios

This list is not inclusive and may change as the system requires

APPENDIX E

Assigned and Authorized Talkgroups

[illegible]

APPENDIX E
Assigned Radio ID Number Range

Range Name _____

Starting ID _____

Ending ID _____

APPENDIX F
Cobb County, Georgia
System Key User Authorization

Cobb County, GA is the owner and operator of a Motorola Solutions Inc. ASTRO P25 Digital Trunked Radio System. The System Key is critical to the integrity, functionality, and security of all trunked radio systems. This information is proprietary and is to be kept confidential. Misuse of the Cobb County, GA System Key can be cause for disciplinary action and/or prosecution pursuant to GA Computer System Protection act OCGA 16-9-90 or other appropriate charges.

This agreement gives the signatory(s), also known as **"authorized personnel"**, permission to possess and use the Cobb County Radio System Key and is subject to the following terms and conditions. As such, we retain the exclusive rights to the Cobb County Radio System Key.

1. A System Key will only be issued to those agencies that have signed a current Radio System User License Agreement and/or Talkgroup Memorandum of Understanding.
 - a. The System Key will only contain the authorized talkgroups and ID ranges that the Radio System User License Agreement and/or Talkgroup Memorandum of Understanding identifies.
 - b. The expiration date for an Advanced System Key (ASK) will not exceed 5 years.
2. Provide documentation showing the completion of a certified vendor programming course for each person responsible for programming their subscriberequipment.
3. The System Key is to be used by **"authorized personnel"** for purposes of programming radio equipment.
4. Permission to use the System Key can be modified and/or revoked as warranted by the Cobb County Radio System Administrator.
5. Upon termination of employment the **"authorized personnel"** agrees to turn over all System Keys to the Cobb County Radio System Administrator.
6. All System Keys are to be kept in a secure location and will not permanently reside in any computer or programming device.
7. Unauthorized modifications, reverse engineering, sharing, copying, publicizing, or use of other that the intended use of the System Key information is expressly prohibited.
8. This System Key will be used in either the "Soft System Key (SSK)" or "Advanced System Key (ASK)" configuration. The type of issued key will be the determination of the Radio System Administrator.

Select one ☐ Soft System Key ☐ Advanced System Key

The signatory agrees to the terms and conditions listed above and acknowledge receipt of the number of storage device(s) containing System Key data listed in the table below.

Signature: _____

Date: _____

Print Name: _____

Company/Agency: _____

APPENDIX F
(continued)

Cobb County, Georgia
System Key User Authorization

I Button Serial Number	Expiration Date

APPENDIX G —~~To Be Developed~~

[Reserved - No Appendix G]

THIS PAGE INTENTIONALLY LEFT BLANK

Formatted: Centered

APPENDIX H
Talkgroup Access Agreement

MEMORANDUM OF UNDERSTANDING BETWEEN
<USER AGREEMENT LICENSEE> AND < AGENCY NAME>
FOR ACCESS TO 700/800 MHZ TRUNKING TALKGROUPS

WHEREAS, <USER AGREEMENT LICENSEE> and < AGENCY NAME > are both interested in taking steps to better protect our citizens, visitors and businesses

WHEREAS, <USER AGREEMENT LICENSEE> and < AGENCY NAME > respond and provide assistance to each other during emergencies and training exercises

WHEREAS, Cobb County, Georgia owns and operates a P25 Trunked Radio System and this agreement limit's the operational use of <AGENCY NAME> radios to the access described below.

THEREFORE, Be it resolved, that <USER AGREEMENT LICENSEE> and < AGENCY NAME > agree to the following procedures for the use of the Cobb County, Georgia Trunked Radio System:

1. <USER AGREEMENT LICENSEE> will provide the < AGENCY NAME > with the following talkgroups for interoperability uses.

Talkgroup Name	Alias	TG Number	TG Priority

2. < AGENCY NAME > will provide serial numbers of all radios that require these talkgroups to <USER AGREEMENT LICENSEE> initially and when requested.
3. Cobb County, Georgia will provide the required number of System ID's based on the number of serial numbers provided as necessary.
4. < AGENCY NAME > will pay for all costs associated with programming the authorized talkgroups into their equipment. If < AGENCY NAME > programs their own radios, they must complete and maintain a Cobb County, Georgia Radio System Key Agreement with Cobb County, Georgia. If a System Key Agreement is not completed, < AGENCY NAME > will only use authorized programming sources as identified by the Cobb County Radio Systems Administrator. The Radio System Key Agreement may be obtained with a copy of this signed document from <USER AGREEMENT LICENSEE>.
5. Cobb County, Georgia will provide the necessary technical information for programming radios. This information will not be shared with any other person or agency without prior written permission by Cobb County, Georgia.
6. This agreement may be cancelled with a 90-day written notice by either agency.
7. Access to these channels is for Public Safety purposes only and unauthorized use should be avoided at all costs.

<USER AGREEMENT LICENSEE>

< AGENCY NAME >

Date

Date

APPENDIX I

P25 Subscriber Acceptance Test Plan

~~(under separate cover)~~ to be attached prior to execution

Formatted: Highlight

APPENDIX J

Cobb County Radio System Security Policy

COBB COUNTY, GA RADIO SYSTEM SECURITY POLICY

Purpose

The purpose of this document is to establish policies and procedures for maintaining the security and integrity of Cobb County's ASTRO DIGITAL P25 800 MHz Radio System and the ITAC Simulcast System, otherwise known as "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). 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 as necessary.

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 Administrator, 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 Radio System Manager 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

Authorized Service Shops shall be identified as either;

- a. **Authorized System and Subscriber Service Shop** - Service providers who are placed in this category are designated by the vendor as being able to provide the highest level of offered services available by the vendor (Premier Service Level). They are also authorized to repair vendor specific subscriber units or interact in the behalf of the customer at the Factory/Depot level.
- b. **Authorized Subscriber Service Shop**- Service Providers who are placed in this category as limited to providing subscriber repair or programming services to specific agencies. They will not be allowed access to any System level functions or equipment.

*The service shops currently authorized are listed in the table below.

Other service shops and may be added to this list by the Radio Systems Administrator after an evaluation of the proposed shop credentials and reasons for access.

Service Shops that have been authorized can be removed by the Radio Systems Administrator for the following reasons;

- a. Not required to provide services to any Radio System User Agency
- b. Does not meet the vendor requirements to provide services

Authorized System and Subscriber Service Shop

Diversified Electronics, Marietta

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

Atlanta Communications (Douglas County/ City of Douglasville)

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

Mobile Communications America (Forsyth County)

Joe Banas, Vice President, North Georgia
(678) 666-0680, Cell (678) 618-0818

Authorized Subscriber Service Shop

Louden Communications (City of Marietta, Ga only)(Harris Radios)

5680 Stitcher Ct
Douglasville, GA 30134
(770) 948-9556

Metropolitan Communications (Douglas County Sheriff's Office)

103 Commercial Ave
Carrollton, GA 30117
(770) 834-7704