METROPOLITAN AREA REGIONAL RADIO SYSTEM
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated ________________ between the Mid-America Regional Council (hereinafter “MARC”) and the Host Agencies of the City of Independence, Missouri (hereinafter “Independence”), the City of Kansas City, Missouri (hereinafter “Kansas City”) and Johnson County, Kansas (hereinafter “Johnson County”), is entered into to establish the Metropolitan Area Regional Radio System (“MARRS”) and its operating principles.

WHEREAS, Independence, Kansas City, and Johnson County each operates a radio communications system for public safety and other services within their respective jurisdictions; and

WHEREAS, Independence, Kansas City, and Johnson County desire to make available to “User Agencies” in the Kansas City Metropolitan Area their respective radio communications systems to further local government communications interoperability; and

WHEREAS, Independence, Kansas City, and Johnson County radio communications systems shall jointly comprise the “MARRS”; and

WHEREAS, on October 30, 2007, the Public Safety Communications Board (“PSCB”) and MARC Board of Directors adopted the Mission Statement of the Metropolitan Regional Governance Board (Exhibit B of this Memorandum of Understanding), approved the formation of the MARRS and the establishment of a governing board to be known as the “MARRS Management Council” or “Management Council” and

WHEREAS, the Management Council will provide policy guidance and oversight for the MARRS to ensure that a high quality, reliable system is available to the Kansas City Metropolitan Area which meets the needs of emergency response agencies and which is financed equitably; and

WHEREAS, MARC has agreed to provide administrative and coordination services associated with the Management Council and coordinate its efforts with the PSCB and the Regional Homeland Security Coordinating Committee (“RHSCC”); and

WHEREAS, the parties to this agreement have determined that their cooperative effort will be a benefit to the public’s health, safety, and welfare.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. GOAL. The goal of this Memorandum of Understanding is to implement a cooperative effort among public safety agencies in the Kansas City Metropolitan Area to provide a reliable radio and data communications for both intra-agency
and inter-agency communications during regular operations, mutual aid events, and disaster situations as detailed in the “Standard Operating Procedures” to be approved by the Management Council.

II. DEFINITIONS.

“APCO Project 25 compliant radio system” or “P-25 System” means a digital radio system infrastructure and subscriber equipment that incorporates standards developed by the Association of Public Safety Communications Officials (APCO) for technology interfaces and communications interoperability between communications products developed by multiple manufacturers.

“Host Agency” means each entity operating an APCO Project 25 compliant radio system having a radio network control center, i.e. master site controller or control point, capable of managing multiple sites. These host agencies, as identified by the Management Council, agree to participate in the “Metropolitan Area Regional Radio System.” The City of Independence, Kansas City, Mo, and Johnson County, Ks will be the only Host Agencies in this system.

“User Agency” shall mean each entity that is not a Host Agency and that has been authorized by a Host Agency to utilize a Host Agency’s communications system to access to the MARRS.

“Independence Trunked Radio Communication System” shall mean the 700 MHz Motorola ASTRO 25 Zone Master site controller, the remote site transmitters and antenna owned by Independence on January 3, 2007 and any additions and improvements made after that date.

“Johnson County Communications System” shall mean the 700/800 MHz Motorola system to be designed and installed for operation throughout Johnson County by December 2009 and any additions and improvements made after that date.

“Kansas City, Mo. Communications System” shall mean the trunked communications system and any additions and improvements made after that date. To be designed and installed in 2010.

“Metropolitan Area Regional Radio System” or “MARRS” shall mean a consortium of 700 MHz and 800 MHz trunked radio systems in the MARC region that comply with APCO Project 25 standards and with Inter Sub-system Switch Interoperability (ISSI) standards, and that provide for authorized radio users to achieve interoperability and have voice and data communications through each of the consortium radio systems.

“Management Council” shall mean the body which oversees the MARRS organized as set out in Articles IV and V of the Mission Statement of the
Metropolitan Regional Governance Board as adopted by the MARC Board on October 30, 2007.

“User Committee” shall mean representatives from those agencies that use MARRS as their primary emergency communications system and shall have the membership and responsibilities described further in this MOU.

“Technical Committee” means representatives from the Host Agencies and others with the necessary radio communications expertise who are appointed by the Management Council and shall have the membership and responsibilities described further in this MOU.

III. ADDITIONAL PARTIES. Approval of an additional Host Agency to MARRS may be considered by the Management Council only when such an addition is essential to meet the goals set out in the Mission Statement of the Metropolitan Regional Governance Board adopted by the MARC Board on October 30, 2007.

IV. USER AGENCIES EQUIPMENT REQUIREMENTS. Each User Agency shall own or control (i.e., lease) and provide for the maintenance, repair and replacement of its own radio equipment, including, but not limited to, mobile/portable radios, base stations, and dispatch consoles. All such equipment used by emergency responders shall meet applicable public safety standards.

Each User Agency shall be responsible for furnishing and maintaining additional remote sites, antenna and channel capacity, and backhaul/T1 capacity necessary to provide the coverage and traffic capabilities to support its inclusion in the Host Agency System. Such equipment must meet or exceed the specifications for like equipment already in use on the Host Agency radio communication system from which the User Agency receives central control and switching services for its radio communications.

No User Agency shall in any way degrade or negatively impact the radio operations of another User or Host Agency. The Technical Committee shall develop a list of approved equipment that will be allowed as part of the MARRS.

V. PERFORMANCE GOALS. Every Host Agency’s radio system shall be designed and operated to meet the anticipated peak use by all User Agencies of such system. The Host Agency’s trunked-radio system goal is a minimum of 95% coverage within the Host Agency’s jurisdiction utilizing a portable radio worn at the hip, on the street.

VI. METROPOLITAN REGIONAL RADIO SYSTEM GOVERANCE

1. MANAGEMENT COUNCIL

The Management Council’s role shall be to develop policies and procedures to protect Host and User Agencies’ capital investments, minimize duplicative effort,
maximize interoperability among systems, and ensure long-term viability for the MARRS. The Management Council shall have responsibility for ensuring the proper operation and maintenance of the MARRS. The Management Council shall have general oversight of finances associated with the operation and maintenance of the MARRS.

The Management Council shall be composed of:

I) two voting members from each Host Agency;
II) two voting members the MARRS User Group, one such member from a Kansas agency and the other from a Missouri agency;
III) two voting members from the Public Safety Communications Board, one such member from Missouri and the other from Kansas;
IV) two non-voting members from the Public Safety Communications Users Committee, one such member from Missouri and the other from Kansas;
V) two co-chairs of the MARRS Technical Committee who shall serve as non-voting members. One member will be from Missouri and the other from Kansas.
VI) the State Interoperability offices of the states of Missouri and Kansas may each designate one non-voting member.
VII) two non-voting members from the Metropolitan Chiefs and Sheriffs Association, one such member from Missouri and the other from Kansas.
VIII) two non-voting members from the Heart of America Fire Chiefs association. One member will be from an at-large municipal and the other from a fire district. Permanent members of the Management Council may designate an alternate and notify the Management Council in writing. The designated alternate shall have voting rights.

The Management Council shall:

a. Meet at least once semi-annually or more frequently as needed.
b. Adopt rules for the conduct of their meetings.
c. Select a chair to conduct meetings. The Chair shall serve a one year term. The position shall rotate among the Host Agencies.
d. Have overall responsibility for the design, engineering and implementation of the interoperability components of the MARRS.
e. Review requests by entities that desire to become a User Agency and shall make a determination, based upon an analysis of system impact, funding, operational issues, and sustainability, whether such entity’s request shall be granted and, if so, which Host Agency shall be responsible for contracting with the applicant entity for inclusion in MARRS.
g. Communicate with the Regional Homeland Security Coordinating Committee on grant opportunities including UASI grants.
h. Seek revenue sources to fund improvements and sustainment to the MARRS and any added common infrastructure equipment. The Management Council shall develop guidelines for the use of any grant funds to support infrastructure enhancements for some or all of the costs for those agencies desiring to join the regional system and needing support to acquire infrastructure or subscriber units in order to use the MARRS. The Management Council may consider a cost-share formula for User Agencies desiring to join the MARRS using grant funds.

i. Participate in other regional efforts to develop state-wide and regional interoperability.

j. Establish policies, procedures and planning including the software and hardware standards for use and operation of the MARRS.

k. Have the authority to oversee and appoint members to committees including but not limited to, the Users Committee, Technical Committee and Standard Operating Procedures (SOP) Committee. These committees shall make recommendations to the Management Council on technical and operational aspects of the system.

l. Appoint the co-chairs of the Users committee, Technical Committee, and SOP Committee.

m. Receive administrative support from MARC Public Safety staff.

2. USERS COMMITTEE
   Upon its formation, each User Agency and each member agency of a Host Agency shall have one representative in the User Committee. The User Committee shall:

I. Meet at least once quarterly or more frequently as needed.
II. Adopt rules for the conduct of meetings.
III. The co-chairs shall alternate conducting meetings.
IV. Coordinate with the Technical Committee on operating policies and procedures.
V. Provide input to the Management Council to ensure that the needs of system users are understood and addressed.
VI. Coordinate improvements and maintenance by User Agencies
VII. In cooperation with the Regional Interoperability Committee, develop regional trainings and exercises.
VIII. MARC staff shall provide support for the committee.

3. TECHNICAL COMMITTEE
   A Technical Committee shall be formed to provide advice to the Management Council and the PSCB on technical aspects involving the design, operation and maintenance of the MARRS.

The Technical Committee shall:
I. Review all applications of entities seeking to become User Agencies and make recommendations to the Management Council.

II. Determine the impact to Host Agency systems to include channel loading, coverage, and maintenance.

III. Recommend necessary upgrades to prevent a User Agency from degrading or negatively impacting the operation of existing User Agencies.

IV. Recommend to Management Council the necessary upgrades to the host agencies.

V. Coordinate all major upgrades to the host agencies. All planned upgrades will be scheduled by the Technical Committee.

VI. Work with the SOP committee to develop practices and protocols.

VII. Develop an approved equipment list for user equipment that may operate on the MARRS.

VIII. Local personnel from each Host Agency and User Agencies, with expertise in radio systems, will be selected by the Management Council to serve on the committee. Additional resources, such as consultants, may be utilized to support the committee’s technical analyses and to assist in representing the needs of smaller agencies desiring to use the system.

IX. MARC staff will provide support for the committee.

4. STANDARD OPERATING PROCEDURES COMMITTEE

The Standard Operating Procedures (SOP) committee shall develop policies and procedures that each User Agency shall follow. The SOP committee shall undertake the following tasks:

I. Develop recommended protocols and policies for dispatch centers and the regional network talk groups. The SOP Committee may recommend policies for talk group structures, ID structures, and procedures for regional/state interoperability.

II. Develop requirements to ensure security for the MARRS network. The SOP Committee will also be involved in developing proposed policies for the training and exercising of interoperable components of the system.

III. The SOP Committee shall be comprised of representatives of the User and Technical Committees and appointed by the Management Council. The SOP committee shall coordinate its efforts with the Technical Committee.
VII. COOPERATION WITH MARC, PSCB, AND RHSCC

1. The parties agree that because the MARC Board of Directors is composed of 32 local elected officials from the nine county region, including county commissioners, mayors and city council members, MARC is uniquely suited to provide accounting and auditing services to support the regional radio system and, as appropriate, continue to manage certain federal and other grant funds and contracts on behalf of the region as well as to serve as the designated entity for certain regional FCC and similar licenses.

2. The parties acknowledge that the Public Safety Communications Board is composed of local elected and appointed officials from the eight county Kansas City region and oversees the region’s 9-1-1 system and the regional interoperable communications investments. The parties further acknowledge that the Regional Homeland Security Coordinating Committee (RHSCC) oversees the region’s investment of federal homeland security and health care emergency preparedness/response grant funds.

3. The parties agree that the PSCB and the RHSCC shall be consulted in connection with the design and deployment of the MARRS when federally-funded regional resources such as the RAMBIS system are affected or when federal homeland security grant funds awarded to MARC are involved.

4. MARC shall assist Host Agencies willing to make available their P-25 Systems to MARRS by negotiating agreements between such Host Agencies and the existing participating users of MARRS. Such agreements shall define the responsibilities of users in return for defined use of the systems. The agreements shall also provide for a schedule for any regional operations and maintenance charges for local users and establish how charges for such use will be collected and dispersed.

   MARC shall also provide support and guidance to smaller or under funded local agencies in situations where such agencies are unable to provide local funding and resources to support the cost of utilizing MARRS.

VIII. DISPUTE RESOLUTION AND BREACH OF MOU. If a breach of this agreement occurs, or if a dispute arises between parties to this agreement or between any User Agency and Host Agency, the Management Council shall attempt to resolve the breach or dispute as quickly as possible and in the best interest of the MARRS. If such a breach or dispute cannot be resolved with the Management Council’s assistance, the matter shall be submitted to the MARC Board for its consideration and recommendation. MARC shall consider the matter and make its recommendation which the parties may then accept or reject as final. Any party dissatisfied with MARC’S decision may take further action as allowed or authorized by law.
IX. **HOST AGENCY POINT OF CONTACT.** Each Host Agency shall appoint a Point of Contact. This person shall be notified of any non-emergency maintenance activity that could impact the MARRS prior to any maintenance being performed. The point of contact shall be notified as soon as practical in the event of any emergency maintenance that could impact the MARRS.

X. **MAINTENANCE OF HOST AGENCY SYSTEMS.** Each Host Agency shall manage the day-to-day operations of the Host Agency and User Equipment operating on their trunked radio system. All personnel and contractors necessary to operate, improve and maintain a Host Agency trunked radio system shall be under the direction of the Host Agency and shall be responsible to the Host Agency. Improvements or maintenance of a Host Agency trunked radio system, and any added common components, shall be by the manufacturer, manufacturer certified technician or other contractor approved by the Host Agency. Improvements or maintenance of other components of the MARRS shall be by the manufacturer, a manufacturer-certified technician, or by a contractor approved by the Management Council.

Each Host Agency and User Agency shall be required to maintain the infrastructure and user equipment according to the manufacturer specifications including but not limited to adhering to ISSI standards for interoperability, maintaining current versions of software on switches and user equipment, coordinating radio ID information and other data needed for interoperability and maintaining connectivity between switches. Each Host Agency and User Agency must operate by interoperability standards agreed upon by the Management Council. MARC staff shall assist in the coordination of regional interoperability issues such as group and radio ID’s.

XI. **OWNERSHIP.** A Host Agency shall own the trunked radio communication system owned, purchased, or leased by the Host Agency as of the date of system acceptance. A Host Agency shall have no obligation to acquire or lease additional equipment or sites required to provide functionality unique to a participating User Agency.

XII. **FCC LICENSES.** Each Host Agency shall be responsible for maintaining the necessary FCC licenses for its system. Any regional assets maintained by MARC on behalf of the region shall be licensed in MARC’s name unless MARC agrees otherwise. Host Agencies and User Agencies shall maintain any licenses held by the User Agency for any frequencies that may become part of the Host Agency system.

XIII. **COSTS.** Each Host Agency shall be responsible for maintenance of the Host Agency’s trunked radio system as it exists as of the date of system acceptance. It is the parties’ intention that costs associated with additions to a Host Agency system or to the MARRS that are required in connection with a User Agency agreement to join the system, including the cost of engineering, hardware and
software maintenance for such additions, will be ordinarily the sole financial responsibility of the User Agency unless agreed otherwise.

XIV. **SUB-AGREEMENTS.** The parties agree that each applicant to be a User Agency, upon approval of its application by the Management Council, shall execute a sub-agreement with the appropriate Host Agency. This sub-agreement shall include the requirements for the User Agency to join the system, include reimbursement of actual and anticipated costs for the utilization of the existing Host Agency system infrastructure, and address associated costs for subscriber equipment and infrastructure modifications or additions. Cost allocations shall be fair and reasonable and based upon actual and anticipated costs.

XV. **FORCE MAJEURE.** The parties agree that no Host Agency shall be responsible for interruptions of service due to the forces of nature, war, manmade disasters, or other such acts beyond the control of the Host Agency.

XVI. **NO WARRANTY, WAIVER.** The parties agree that there is no warranty, express or implied with respect to the MARRS or any radio system operated by any of the parties and each party acknowledges that service disruptions will occur from time to time and each party agrees to hold the others harmless from any claim for damages arising out of such disruptions.

XVII. **LIABILITY AND INDEMNIFICATION.** To the fullest extent allowed by law, each party to this Agreement agrees to hold harmless, indemnify, and defend each other, their respective officers, agents, employees and volunteers from any loss or liability, financial or otherwise, including but not limited to reasonable attorneys’ fees and costs, resulting from any claim, demand, suit, action or cause of action either direct or passive, the omission, failure to act, or negligence on the part of the other or their respective employees, agents or representatives arising out of their participation in this agreement.

XVIII. **TERM OF AGREEMENT.** This initial term of this agreement shall extend until January 1, 2018 and shall thereafter renew automatically for additional five (5) year periods.

XIX. **TERMINATION OF PARTICIPATION.** In order to terminate participation prior to the end of the original or any extended term, the withdrawing Host Agency shall provide written notification of intent to terminate participation to all other parties and the Management Council at least 180 days prior to termination to allow each of the other parties sufficient opportunity to develop a transition plan for continued service for User Agencies and remaining Host Agencies.

The MARC Board, upon recommendation of the Management Council, may terminate a Host Agency’s participation in MARRS should such a Host Agency fail to maintain and operate its P-25 System in compliance with the substantive requirements of this Memorandum of Understanding, after having been provided
with written notice of such failure and of not curing the non-compliant status within a reasonable period of time established by the Management Council.

Termination by a party may be conditioned upon the terminating party’s return of any equipment or other assets funded through MARC, the Management Council, or another Host Agency.

XX. NOTICES. All notices, statements or requests provided for hereunder shall be in writing and shall be deemed to have been given when delivered by hand to other party, or when deposited with the U.S. Postal Service, as certified or registered mail, postage prepaid, addressed:

Notice to Management Council:
Mid-America Regional Council
600 Broadway, Ste. 200
Kansas City, MO 64105-1554
ATTN: Public Safety Program Director/Management Council

or to such person or place as the Management Council may designate, from time to time, by written notice sent as aforesaid.

XXI. CONFIDENTIALITY. Information that identifies the configuration of components of or the operation of the Host Agency communications system and the MARRS and would allow unauthorized access to or unlawful disruption of the Host Agency trunked radio system or the Metropolitan Area Regional Radio System shall be maintained as a closed record if allowed by applicable state laws

XXII. AGREEMENT MODIFICATION; ENTIRE AGREEMENT. This Agreement may be amended by the written approval of all of the Host Agencies.

This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

Board of County Commissioners of Johnson County, Kansas (SEAL)

By: ___________________________ Attest By: ___________________________

____________________________   ____________________________
Title:       Title:

____________________________   ____________________________
Date:       Date:
APPROVED AS TO FORM:

__________________________________
County Counselor

City of Independence, Missouri
(SEAL)

By: ______________________________
Title: ____________________________
Date: ____________________________

Attest By: ________________________
Title: ____________________________
Date: ____________________________

APPROVED AS TO FORM:

__________________________________
City Counselor

City of Kansas City, Missouri
(SEAL)

By: ______________________________
Title: ____________________________
Date: ____________________________

Attest By: ________________________
Title: ____________________________
Date: ____________________________

APPROVED AS TO FORM:

__________________________________
City Counselor
By: David A. Warm

Executive Director

Attest By:

Title:

Date:

Title:

Date:
# Metropolitan Area Regional Radio System Management Council

## VOTING MEMBERS

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<tr>
<th>Host Agencies (6)</th>
<th>Member</th>
<th>Designee</th>
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<tr>
<td>City of Independence, MO</td>
<td>Dep. Chief Brad Halsey</td>
<td>Major Gordon Abraham</td>
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<td>City of Kansas City, MO</td>
<td>Rich Noll</td>
<td>Dept. Chief Sal Monteleone - KCMO FD/EMS</td>
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<td>Major Bob Kuehl - KCPD</td>
<td>Darryl Forte/Steve Hoskins - KC PD</td>
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<td>Johnson County, KS</td>
<td>Hannes Zacharias</td>
<td>Walt Way - Jo Co ECC</td>
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<tr>
<td>Kansas representative</td>
<td>Sheriff Frank Denning – JoCo SO</td>
<td>Undersheriff David Burger/Steve Davidson</td>
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<td>Missouri representative</td>
<td>Chief Smokey Dyer - KCMO FD/EMS</td>
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<tr>
<td>Kansas representative</td>
<td>Lt. Kevin Cauley – Leawood PD</td>
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## NON-VOTING MEMBERS

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<td>Missouri representative</td>
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<td>Missouri representative</td>
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<tr>
<td>Kansas</td>
<td>Bill Lietzke –Merriam PD</td>
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<td>Missouri</td>
<td>Capt. Bill Baer – Gladstone PD</td>
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