

ATLANTIC COUNTY RADIO NETWORK AGREEMENT

THIS AGREEMENT (referred to herein as Agreement) for the use of the Atlantic County Radio Network (referred to herein as ACRN) is made this ____ day of _____, 20___. This Agreement is between the County of Atlantic, NJ and _____, referred to herein as Municipality.

RECITALS

WHEREAS, Atlantic County has constructed a wireless voice and data communications network that provides a high degree of coverage throughout Atlantic County for the purpose of improving public safety and public service communications and interoperability, and

WHEREAS, the Municipality desires the ability to use the ACRN for purposes that have been approved by the ACRN Administrator, and

WHEREAS, nothing in this Agreement is intended to lessen Municipality's authority over responsibility for events occurring within its jurisdictions.

NOW, THEREFORE, it is mutually agreed by and between parties as follows:

1. Recitals: _____
The Recitals identified above are incorporated to this Agreement by reference.

2. System Operation:

The ACRN shall provide a wireless radio communications network for the Municipality's use.

3. Governance:

In entering this Agreement, Municipality acknowledges that use of the ACRN will be controlled by the Atlantic County Department of Public Safety through its Radio Network Administrator. No actions by the Radio Network Administrator may be so broad in nature that they negatively affect or impact the operational legal integrity of the Municipality.

4. Municipal Radios:

The Municipality agrees to provide and use only radios that are designed for use on the ACRN. All radios purchased for use on the ACRN must be purchased through approved manufacturer dealers.

5. Municipality Prohibited from selling ACRN Service:
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The Municipality is prohibited from selling or transferring service on the ACRN to another agency or entity.

6. Municipal Radio Maintenance:

The Municipality is responsible for the maintenance and repair of its radio equipment including but not limited to portable radios, mobile radios, and console equipment. All repairs shall be made through a manufacturer authorized repair facility.

7. Confidentiality of Municipality Radio Programming:

ACRN considers programming of municipal radios confidential. The Municipality may not divulge ACRN programming or database information in any way to any entity or person. Any request to program or have programmed a municipal law enforcement frequency, channel or talk-group must first have prior approval in written form from the respective chief law enforcement official or his/her designee. The Municipality is responsible for appointing two Liaisons who will have the sole authority for the municipality to request programming or database changes to the ACRN Administrator. The appointed Liaisons shall also be required to participate in ACRN user's group activities and meetings.

8. Cost to Municipality:

There shall be no fee to the municipality for the operation of radios on the ACRN. Fees for other users shall be in accordance with Ordinance # 1 of 2004. The Municipality shall only be responsible for costs associated with connection of System Console equipment, or Telephone (T1) Connections necessary for data connectivity to the ACRN. Municipality shall also be responsible to pay the authorized vendor any fees for the proper connection of the above.

9. Proper Use of Radio Network:

The Municipality must ensure that all of its users are in full compliance with ACRN and Federal Communications Commission (FCC) rules and regulations. Failure to comply may result in the loss of use for one or all radios depending on the violation. If any fines result from improper use, the Municipality shall be responsible to pay such fine. Any complaints of improper use shall be handled through the appointed liaison's, which will be expected to investigate the complaint and report back to ACRN Administrator.

10. Municipal Network Access Priorities:

The ACRN Administrator shall be responsible for establishing and maintaining access level priorities with the guidance of the Atlantic County P-25 Advisory Committee.

11. Agreement Modification; Entire Agreement:
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This agreement may only be amended in writing with the approval of the County of Atlantic and the Municipality. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

12. Termination of Agreement:

This Agreement shall be for a period of seven years commencing _____ and terminating _____. Either party may terminate this Agreement by providing no less than 90 days written notice of intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have duly signed and sealed this agreement.

ATTEST: (for the County)

COUNTY OF ATLANTIC:

Sonya G. Harris, Clerk
Board of Chosen Freeholders

_____,
Dennis Levinson
County Executive

ATTEST: (for the Contractor)

MUNICIPALITY:

*Type or print name and title under signature and
sign in ink on the line.*

APPROVED AS TO FORM:

James F. Ferguson, County Counsel