

MARCS RADIO SUBSCRIPTION AGREEMENT

This Subscription Agreement (“**Agreement**”), shall be between the **OHIO OFFICE OF INFORMATION TECHNOLOGY, MULTI-AGENCY RADIO COMMUNICATIONS SYSTEM PROGRAM OFFICE (“MARCS”)**, having an office located at 30 E. Broad St., 39th Fl., Columbus, OH 43215, and _____, having its principal place of business at _____ in the county of _____ (the "**Subscriber**").

This Use Agreement shall only be valid when completed by public safety and first responding agencies operating solely on the next-generation MARCSIP platform and shall not be used by current MARCS v 3.5 subscribers.

WHEREAS, MARCS provides statewide radio coverage for police, fire and EMS services and other public agencies that serve as first responders or contribute materially to homeland security.

WHEREAS, SUBSCRIBER is public/private entity which provides first responder services to the public and materially contributes to homeland security.

WHEREAS, it is the intent this Agreement solidifies the responsibilities of both MARCS and SUBSCRIBER.

IT IS THEREFORE MUTUALLY AGREED THAT:

SECTION 1: PURPOSE

MARCS hereby provides MARCSIP subscription service to a voice system based upon the individual or enterprise entity purchasing _____ compatible radios at a Subscriber fee of \$2.58 (Two Dollars and Fifty Eight Cents) per month for portable and mobile voice radios during the period of Fiscal Year 2012 (July 1, 2011 through June 30, 2012; and currently estimated at the fee of \$5.17 (Five Dollars and Fifty-six Cents) per month for portable and mobile voice radios during the period of Fiscal Year 2013 (July 1, 2012 through June 30, 2013).

SECTION 2: INITIAL TERM

This Agreement shall commence on the date the radio unit(s) are activated (i.e. programmed) (hereinafter referred to as “Activation Date”) and shall continue until the end of Fiscal Year 2013 – June 30, 2013, unless renewed as set forth in Section 6 herein.

SECTION 3: ANNUAL FEE

For FY 13 (July 1, 2012, - June 30, 2013) subscriber shall pay an annual fee to MARCS in the amount of \$31.00 per year (**THIRTY ONE DOLLARS**), (“Fee”) per portable/mobile radio*. During Fiscal Year 2014, subscriber shall pay \$77.00 per year (**SEVENTY-SEVEN DOLLARS**), (“Fee”) per portable/mobile radio* unit during. Subscriber shall pay the prorated fee within 45 days **after receipt of invoice** from the Ohio Office of Information Technology, Multi-Agency Radio Communication System Program Office (MARCS), thereafter; the Fee shall be **billed and paid annually**. (*NOTE: High tier control stations are two times the Fee of portable/mobile devices).

The MARCSIP enhanced tower fleet is within the first phase of the statewide upgrade of the MARCS statewide voice and data communication system. The above fee rate is an estimated fee for this new upgraded service. Cost and volume will change, either through updated estimates, additional capacity or both. While MARCS

does not anticipate any significant modifications to the basic model (shown below), new assumptions will drive changes in the subscriber fee for the MARCSIP System. MARCS will notify subscribers of rate changes for the MARCSIP system 90 days PRIOR to any fluctuation in the above stated rate. The MARCSIP ESTIMATED subscriber rate model is shown below:

	FY 2012-2013	FY 2014	FY 2015	FY 2016
Portable/Mobile	\$31/yr per device	\$77/yr per device	\$150/yr per device	\$240/yr per device
*High Tier Control Station	\$62/yr per device	\$154/yr per device	\$300/yr per device	\$480/yr per device

If the Fee is not paid by the Subscriber when due, MARCS holds the right to charge a late fee of 1.5% per month. The Fee paid by Subscriber shall be due without set-off notice or demand from MARCS.

Once invoiced, any Fee or other payment made by the Subscriber shall contain a notation of the invoice number and shall be made payable to the Treasurer, State of Ohio MARCS 5C2 Fund. Payment should be mailed to:

Treasurer, State of Ohio (Fund 5C2)
 Office of Information Technology
 c/o Finance Office
 30 East Broad Street, 40th Floor
 Columbus, Ohio 43215-3414

Once the statewide upgrade to MARCSIP is completed, the Subscriber will be given 180 days prior written notice of such cutover. **MARCS will begin invoicing the customer at the standard statewide rate** (currently \$20/month, per portable/mobile radio and \$40/month per high tier control station). This cutover date is currently projected to be on or about July 15, 2016.

SECTION 4: MARCS' RESPONSIBILITIES

- 4.1 Provide continuous (i.e. 24 hour, 7 days a week for 365 days per year) system availability from the tower and central equipment infrastructure.
- 4.2 Provide continuous access to live help via the network operations center 866-OH-MARCS to assist Subscriber if they are experiencing any technical or operational difficulties.
- 4.3 MARCS will work with Subscriber to develop talk group plans, including but not limited to Subscriber specific talk groups based on the Subscriber's mission and agents deployed and need for interoperability within their geographic location.

SECTION 5: SUBSCRIBER'S RESPONSIBILITIES

- 5.1 Maintenance and repair of actual radios used for the subscription service is the sole responsibility of the Subscriber.
- 5.2 Use of radio is limited to public safety or responders.
- 5.3 All FCC rules and regulations shall be adhered to by Subscriber at all times, including breaks during long term transmissions.
- 5.4 At MARCS sole discretion, improper use of radio may result in the suspension or termination of this agreement with no refund of any fees paid.
- 5.5 Subscriber shall not sublet their service to any individual, agency or organization without prior written consent of the MARCS Program Office.
- 5.6 No use of profanity is permitted by Subscriber or its designated assigns.

- 5.7 Subscriber shall submit to MARCS their contact information and a list of the serial numbers for all radios utilizing the subscription services on the form set forth in the “General Information Form”, attached hereto and incorporated herein.
- 5.8 Subscriber shall notify MARCS if there is any change in their radio inventory, including but not limited to lost/stolen devices or additional devices activated utilizing the subscription service, .
- 5.9 Subscriber shall work with MARCS’ voice radio services staff to develop the proper talk groups in order to forward the mission of the Subscriber, without negatively impacting the MARCS radio system.
- 5.10 Subscriber understands these talk groups will include the MARCS interoperability talk groups, as detailed in the attached MARCS Policy MPP-15.0 (attached hereto and incorporated herein).
- 5.11 Subscriber shall be responsible for the proper use of each radio subscribed to MARCS. Proper FCC and MARCS’ radio protocol shall be followed at all times (e.g., Utilization of radio codes to shorten transmissions, transmission breaks during lengthy traffic, deferral to emergency traffic, etc. Frequencies and bandwidth support MARCS is at a premium, use of the system is for legitimate criminal justice/public safety purposes only. Telephone should be utilized for other traffic).
- 5.12 Subscriber agrees that MARCS maintains the right to audit its list of radio subscribers at any time.
- 5.13 Approval of additional radio unit activation shall include but not be limited to the outcome of grade of service (GOS) studies which shall be performed by the MARCS Program Office. The GOS is a way of assuring that the additional devices will not adversely affect current communications on the MARCS system. If it is determined by MARCS that the addition of channels and/or frequencies is necessary in order to accommodate the additional radio units MARCS, at its discretion but upon providing prior written notification to Subscriber, shall install at Subscriber’s expense any additional equipment that MARCS deems necessary. Subscriber shall be responsible for all equipment and installation costs associated with the system infrastructure upgrade. Subscriber agrees that upon installation of any equipment on the system infrastructure, the equipment becomes the permanent property of MARCS and MARCS shall be responsible for maintenance of the equipment.

SECTION 6: RENEWAL TERMS, TERMINATION

The term of this Agreement shall be effective as of the last date of signing and shall continue until June 30, 2013 provided that Subscriber is not then in default of its obligations to pay the Fees reserved herein and the performance of and the covenants set forth herein. This Agreement shall automatically renew for an additional 24 months (the “Renewal Terms”) at the end of the initial term, with system-upgrade prorated fees, and otherwise upon the same terms and conditions as are set forth herein, unless 90 days prior to the end of the term, Subscriber provides MARCS with written notification of their intent not to renew.

MARCS may terminate this Agreement with or without cause at any time followed by written confirmation of such notice to the Subscriber.

SECTION 7: NOTICES

All notices and/or invoices given under this Agreement, except for emergency service requests, shall be made in writing. All notices shall be sent to the parties at the addresses set forth below:

**OFFICE OF INFORMATION TECHNOLOGY
MARCS
Attn: PROGRAM DIRECTOR
30 E. Broad St., 39th Fl.
Columbus, OH 43215**

**SUBSCRIBER'S COMMUNICATIONS
TECHNICAL CONTACT NAME, ADDRESS,
PHONE, FAX, E-MAIL**

Contact _____
Address _____
City, State, Zip _____
Phone _____
Fax _____
E-mail _____

SECTION 8: MISCELLANEOUS

- 8.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 8.2 This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Ohio.
- 8.3 The parties further agree that they are in compliance with the requirements of Ohio Revised Code Section 125.111.
- 8.4 *Changes or alterations to the original preprinted text and terms of this document shall not be honored.*

The parties have signed below as evidence of their agreement.

**MARCS:
STATE OF OHIO
Office of Information Technology
Service Delivery Division
Multi-Agency Radio Communications System
30 E. Broad St., 39th Fl.
Columbus, Ohio 43215**

SUBSCRIBER:
Agency Name _____
Address _____
Address2 _____
City, State Zip _____
Phone _____
E-Mail _____

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: Darryl L. Anderson

PRINTED NAME: _____

TITLE: MARCS Program Manager

TITLE: _____

DATE: _____

DATE: _____

General Information Form For Full Use Devices

AGENCY NAME _____

CONTACT NAME _____

AGENCY ADDRESS _____

CONTACT PHONE/FAX _____

CONTACT E-MAIL ADDRESS _____

	Type of Radio-Mobile/Portable/Control Station	Serial Number
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