

RESOLUTION NO. 71-2016

OFFERED BY All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SUMMIT COUNTY FOR THE RICHFIELD SITE OF THE SUMMIT COUNTY REGIONAL RADIO SYSTEM AS SET FORTH IN THE CONTRACT ATTACHED AS EXHIBIT A, AND DECLARING AN EMERGENCY

WHEREAS, Summit County and the City of Akron maintain and operate an interoperable, regional safety communications radio system, of which Richfield and surrounding communities are users; and

WHEREAS, Summit County wishes to enhance the radio system coverage for Richfield and the surrounding communities; and

WHEREAS, Richfield is party to a land lease with AT&T with access to a 190-foot monopole tower and equipment room located at 4410 West Streetsboro Road, Richfield, Ohio 44286; and

WHEREAS, Summit County and Richfield desire to enter into an Agreement relating to installing and operating County system equipment on the Richfield tower for the benefit of system users in Richfield and surrounding communities; and

WHEREAS, the Council wishes to authorize and direct the Mayor and the Finance Director to enter into an agreement with Summit County to establish such parameters for locating and operating system equipment on the Richfield tower for the benefit of Richfield and surrounding communities, substantially in accordance with the Agreement attached as Exhibit "A," subject to the AT&T tower lease which will be amended for such purpose.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:


SECTION 1. That the Mayor and the Finance Director shall be and, they hereby are, directed to take all actions necessary to formalize an agreement with Summit County substantially in accordance with the agreement attached hereto as Exhibit "A."

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

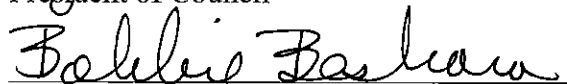
SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the

further reason for the need to authorize an agreement with Summit County to facilitate installation of safety radio equipment on the Richfield cell tower at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 11/1/16



President of Council



Mayor

Dated: 11/1/16

ATTEST:


Clerk of Council

Exhibit A

**REGIONAL 800MHz RADIO SYSTEM
INTERGOVERNMENTAL AGREEMENT
FOR THE
RICHFIELD SITE
OF THE
SUMMIT COUNTY REGIONAL RADIO SYSTEM**

This Agreement is entered into as of _____ by and among the County of Summit, Ohio, (County), located at 175 South Main Street, 8th Floor, Akron, Ohio 44308, and the Village of Richfield, Ohio, "Richfield", located at 4410 W. Streetsboro Road, Richfield, OH 44286.

WHEREAS, the County and City of Akron maintain and operate an interoperable, regional public safety communications radio system, (System), of which Richfield and surrounding communities are Users; and

WHEREAS, County wishes to enhance System radio coverage for the Richfield and the surrounding area; and

WHEREAS, Richfield is a party to a land lease with AT&T with access to a 190 foot monopole tower (Tower) and equipment room located at 4410 W. Streetsboro Road, Richfield, Ohio 44286; and

WHEREAS, County and Richfield desire to enter into this Agreement to establish basic parameters for locating and operating System equipment on the Richfield tower for the benefit of System users in Richfield and the surrounding area.

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, the parties agree as follows:

DUTIES

1. Richfield will provide the following to County, at no cost:
 - a. Space on the Tower to mount a minimum of five (5) 800MHz antennas, two (2) 6GHz antennas, two (2) Tower Top Amps, and any additional required mounting hardware, all as specified in the attached schedule of equipment and sketch; and
 - b. Space within the Tower equipment room; and
 - c. Space outside of the Tower equipment room to locate a 35KW natural gas, propane or diesel generator; and
 - d. Space within and outside of the Tower equipment room to install security cameras.

2. Richfield will provide unrestricted 24/7 access to the site and Tower for installation and maintenance of System equipment.
3. Richfield will provide County with assistance for obtaining construction permits, as needed.
4. Richfield will insure the site.
5. County will provide to Richfield, at no cost, console connection to the master site via the County's microwave network. Richfield will be responsible for any connection charges required to be paid by the Multi-Agency Radio Communications System ("MARCS").
6. County will be responsible for construction costs associated with installation of System equipment.
7. County will be responsible for electrical costs associated with the System, either through shared or separate metering.
8. County will be responsible for any costs associated with the System generator.
9. County will insure the System equipment.

TERM

This Agreement shall be in effect for a term of 20 years, commencing on the date set forth above and may be renewed for two additional 5 year terms upon written consent of the parties. The parties acknowledge that the underlying lease between Richfield and AT&T is dated March 5, 1997 and had an initial term of five (5) years, with five (5) renewals possible if not earlier terminated in accordance with its terms, which permit AT&T to provide notice of non-renewal not less than thirty (30) days prior to the expiration of any 5-year term.

TERMINATION

Either party may terminate this lease by providing six (6) months written notice to the other party; provided, however, that in the event of non-renewal by AT&T, Richfield shall provide notice to County as soon as practicable, which shall serve as timely notice of termination.

ENTIRE AGREEMENT & MODIFICATION

This Agreement constitutes the entire understanding of the parties pertaining to its subject matter and supersedes all previous oral or written agreements, representations, promises, negotiations, proposals or other communications between the parties. No modification, amendment or supplement to this Agreement shall be effective unless made in writing and signed by the duly authorized representative of the parties.

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DRAFT

Intending to be legally bound, the parties have signed this Agreement and this Agreement shall be effective as of the last date signed by all parties.

COUNTY OF SUMMIT, OHIO

CITY OF RICHFIELD, OHIO

Ilene Shapiro Date
Executive

Bobbie Beshara Date
Mayor

Approved as to Form:

Approved as to Form:

Deborah S. Matz, Director Date
Department of Law, Insurance and
Risk Management

William Hanna, Esq. Date
Department of Law

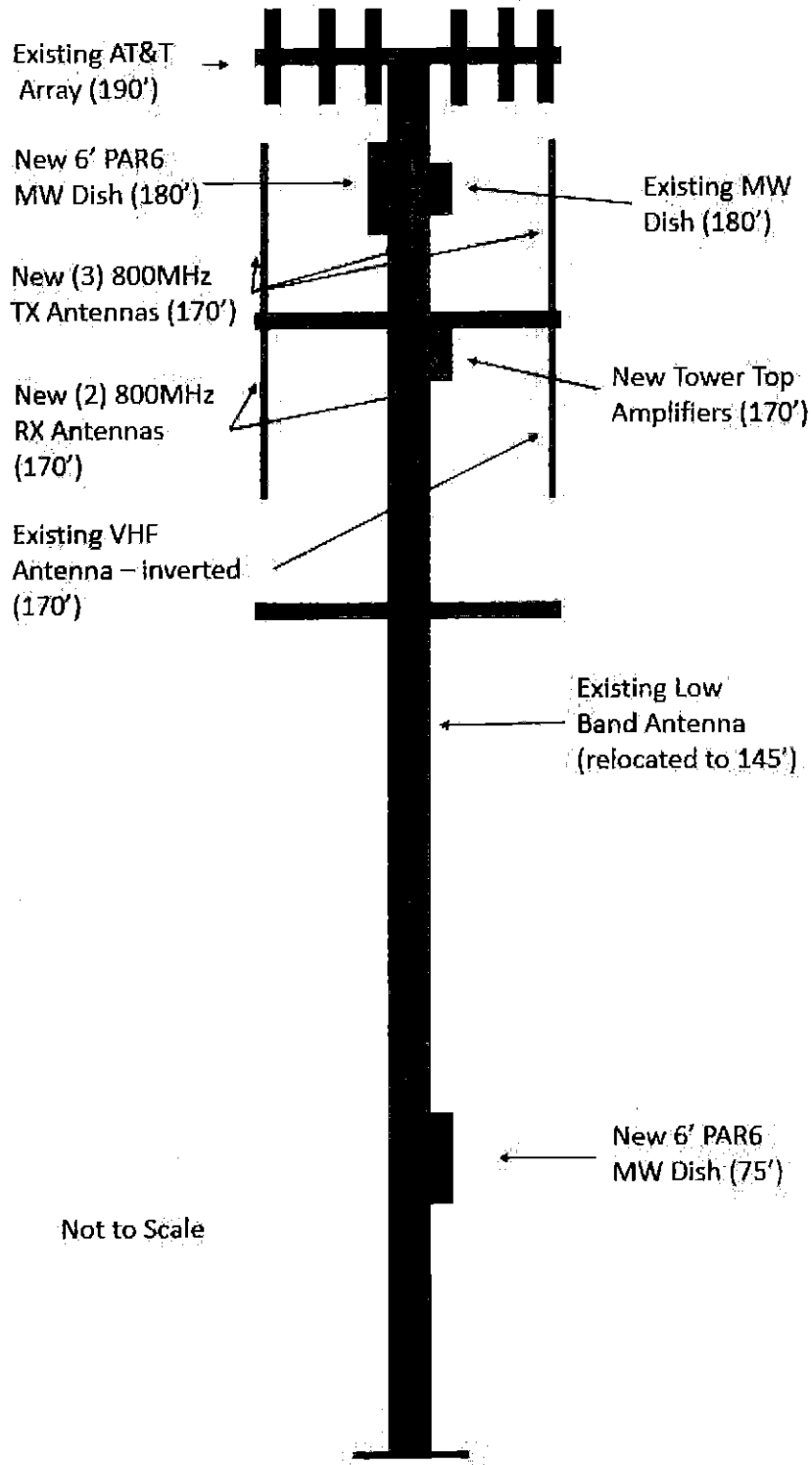
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Equipment Schedule and Sketch of Installation Plan

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Richfield Village Site – AT&T 190' Monopole**Proposed Changes to Tower**

1. Remove existing 800MHz transmit antenna and feedline from top platform (190').
2. Install new Commscope PAR6 microwave dish with EW63 feedline with an azimuth of 141.5° between top and middle platforms (180').
3. Remove existing 800MHz receive antenna, tower top amplifier, and associated feedlines (170').
4. Invert mount existing VHF antenna using existing feedline (170').
5. Install (3) Sinclair SC479HF1LD2 transmit antennas with 1 ¼" feedline, (2) Sinclair SC479HF1LD2 receive antennas (inverted) with 7/8" feedline, and (2) tower top amplifiers with ½" feedline (170').
6. Relocate existing low band antenna with existing feedline below bottom platform (145').
7. Install new Commscope PAR6 microwave dish with EW63 feedline with an azimuth of 63.78° (75').
8. Remove unused feedlines from lower platform.
9. All heights are estimated and should be confirmed against current tower map.



Not to Scale