

**VOICE RADIO AGREEMENT BETWEEN CITY OF FORT WORTH  
AND  
TEXAS CHRISTIAN UNIVERSITY**

The 821Mhz trunked voice radio system owned and maintained by the City of Fort Worth (CFW) was designed to meet the radio communications coverage requirements of the CFW and may also provide voice radio coverage suitable to Texas Christian University (TCU). Due to the economies-of-scale advantages, and for the consideration of permission to operate voice radios on the CFW 821Mhz trunked voice radio system, TCU desires to enter into an agreement with the CFW to share in the maintenance and improvement of the 821Mhz trunked voice radio infrastructure to support voice radio coverage for CFW and TCU for a period of 10 years.

Based on the above, TCU and CFW enter into a letter of agreement as follows:

- Installation and maintenance of the 821Mhz trunked voice radio infrastructure will be the responsibility of the CFW unless otherwise stated in this agreement.
2. TCU will initially acquire one radio for use on the radio infrastructure. System initialization for TCU will begin when the radio is operational on the system.
3. The CFW will be responsible for reviewing the infrastructure loading. If in the opinion of the CFW, other entities can be added to the system without adversely affecting active participants, the CFW reserves the right to enter into a similar agreement with these entities.
4. TCU will pay the CFW an amount of **\$600.00** per radio ID for use of the 821Mhz trunked voice radio infrastructure. A unique radio ID will be issued by the CFW for each radio authorized for use on the system. Payment is due and payable at system initialization defined in 2 above. TCU is responsible for notifying the CFW of any change in the number of its radios in operation on the system. TCU will pay the CFW the amount of **\$600.00** per radio ID added for use on the system.
5. TCU will pay the CFW a prorated share of the total cost for maintenance of the infrastructure based on the number of radios. First full year estimated cost is **\$264.00** per radio ID. First maintenance infrastructure payments will be due and payable at the time of "use of infrastructure" payment specified in paragraph 4, with succeeding annual maintenance infrastructure payments being due and payable on the anniversary date thereafter.
6. The recurring cost in 5 above will be adjusted annually based on actual costs prorated to users of the system.
7. TCU has the right to discontinue use of the infrastructure and maintenance infrastructure support with ninety-day's written notice prior to the anniversary date. CFW has the right to remove TCU from the infrastructure for failure to make full payment system costs within ninety days after the anniversary date or for misuse of the system such as data transfer on the system. The CFW has the right to disable or disallow any or all TCU radios from operating on the system if the CFW deems the radios to be detrimental to

system operations in any way.

8. TCU will be responsible for acquisition, programming, and maintenance of all non-infrastructure components of their system such as radios and consoles and for any special equipment interfaced to the infrastructure such as ID decoding equipment including all costs associated with such equipment and/or interfaces.
9. The City of Fort Worth will offer TCU the temporary use of one (1) mobile and one (1) portable radio of the same type used by the City of Fort Worth for the purpose of testing the radio coverage of the operating area of TCU. By signing this TCU attest that it agrees that the radio coverage in its operating area is satisfactory. The CFW does not guarantee that radio coverage will be satisfactory.
10. TCU is NOT permitted to utilize telephone interconnect on the CFW 821Mhz trunked voice radio systems.
11. TCU is NOT permitted to utilize private calls on the CFW 821Mhz trunked voice radio systems.
12. TCU is NOT permitted to utilize any form of data communications on the CFW 821Mhz trunked voice radio systems.
13. The CFW will provide trunked radio System Keys as required in order for the TCU to program their radios to operate on the CFW trunked radio systems. The System Keys shall be provided on a floppy disk or other mutually agreed upon external computer media. TCU shall safeguard the System Keys sufficiently to prevent accidental or intentional dissemination or distribution to personnel other than the respective City employees responsible for the programming the TCU trunked radios. The System Keys shall NOT be emailed or transmitted electronically under any circumstances, nor will they be copied, shared with or provided to any 3<sup>rd</sup> party without the specific written consent of the CFW.

[Signature page follows]

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2003

ATTEST:

CITY OF FORT WORTH

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_

ATTEST:

TEXAS CHRISTIAN UNIVERSITY

\_\_\_\_\_  
Contract Authorization

By: *Curtis L. Campbell*

Title: Vice Chancellor for  
Business and Administration

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_