

**VOICE RADIO AGREEMENT BETWEEN CITY OF FORT WORTH
AND
CITY OF WATAUGA**

The 821 MHz 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 City of Watauga (WATAUGA). Due to the economies-of-scale advantages, and for the consideration of permission to operate voice radios on the CFW 821 MHz trunked voice radio system, WATAUGA desires to enter into an agreement with the CFW to share in the maintenance and improvement of the 821 MHz trunked voice radio infrastructure to support voice radio coverage for CFW and WATAUGA for a period of 10 years.

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

1. Installation and maintenance of the 821 MHz trunked voice radio infrastructure will be the responsibility of the CFW unless otherwise stated in this agreement.
2. WATAUGA will initially acquire one radio for use on the radio infrastructure. System initialization for WATAUGA 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. WATAUGA will pay the CFW an amount of **\$600.00** per radio ID for use of the 821 MHz 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. WATAUGA is responsible for notifying the CFW of any change in the number of its radios in operation on the system. WATAUGA will pay the CFW the amount of **\$600.00** per radio ID added for use on the system.
5. WATAUGA 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. WATAUGA 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 WATAUGA 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 WATAUGA radios from operating on the system if the CFW deems the radios to be detrimental to system operations in any way.
8. WATAUGA 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 WATAUGA 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 WATAUGA. By signing this WATAUGA 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. WATAUGA is NOT permitted to utilize telephone interconnect on the CFW 821 MHz trunked voice radio systems.
11. WATAUGA is NOT permitted to utilize private calls on the CFW 821 MHz trunked voice radio systems.
12. WATAUGA is NOT permitted to utilize any form of data communications on the CFW 821 MHz trunked voice radio systems.
13. The CFW will provide trunked radio System Keys as required in order for the WATAUGA 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. WATAUGA 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 WATAUGA 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 3rd party without the specific written consent of the CFW.

[Signature page follows]

EXECUTED on this _____ day of _____, 200.

ATTEST:

CITY OF FORT WORTH

City Secretary

By: _____

ATTEST:

CITY OF WATAUGA

Contract Authorization

By: _____

Title: _____

Date

APPROVED AS TO FORM AND LEGALITY

City Attorney

DATE: _____

ADOPTED: _____

EFFECTIVE: