

AGREEMENT

FOR

800 MHz, SIMULCAST AND TRUNKING RADIO SERVICES

This is an Agreement entered into between the City of Portland (City) and Oregon Public Broadcasting (OPB).

RECITALS:

1. On June 5, 1992, the City and Motorola Communications and Electronics, Inc., (Motorola) entered into an agreement that will enable the City to provide a complete 800 MHz, Simulcast Trunking Radio System.

2. The City is willing to provide OPB access to the City's radio system and to provide maintenance of the portable radio units, mobile radio units and control stations (desk top radios), on the conditions set forth in this Agreement.

AGREEMENT:

1. SCOPE OF CITY SERVICES:

(a) Access. The City shall provide OPB limited access, receiving capabilities only, to the City's radio system for the use of OPB's portable radio units, mobile radio units, and control stations, (desk top radios). As compensation for the

radio system access to be provided by the City, OPB shall pay the City the compensation set out below in paragraph 2(a).

Before the City will grant OPB access to the City's system, the City's 800 MHz System Manager must approve the SmartZone capability of OPB's equipment with the City's system. Each radio will be modified to prevent accidental OPB transmissions. Should this modification void Motorola's Factory Warranty the City will not be responsible.

A Media Trunking Coordinator will need to be selected to represent OPB and all other Media providers in the Portland Metro area. This Media Trunking Coordinator will be the single point of contact for the City.

OPB must present to the 800 MHz System Manager, in writing, authorization from each User Agency's Trunking Coordinators of the Talkgroups requested, such as Fire, Police, and EMS, prior to granting access to those Talkgroups.

(b) Maintenance. OPB MUST contract with the City for maintenance of portable radio units, mobile radio units, and control stations (desk top radios) for the compensation set forth in paragraph 2. Maintenance shall include all repairs to the units, (for normal wear and tear) including parts, except portable batteries.

(1) OPB must transport all portable radio units and mobile radio units to and from the City's radio repair shop for maintenance. Control station units (desk top radios) will be serviced at their locations.

(2) Maintenance shall include initial programming and subsequent programming required to maintain identification number/unit affiliation. Maintenance does not include initial mobile installation, nor does maintenance include future talkgroup or software feature changes to OPB's portable radios or mobile radios. Maintenance does include subsequent reinstallation of standard dash mounted mobile radios into new units when vehicles are replaced.

(3) Maintenance includes after hours and holiday emergency service on (non-redundant life/critical equipment such as dispatch consoles) equipment covered under this Agreement.

(4) Portland will afford OPB the ability to obtain installation of 800 MHz equipment, at the current shop rate of \$71.00 per hour after June 30, 1995. Prior to the start of installation the City will provide OPB a cost estimate on all standard installations for approval. All unusual installations or reinstallations will be priced at time and materials at the current shop rate.

(c) Programming. Programming requires one radio template for each model of Motorola SmartZone Radios. All Media providers need to standardize one template design for all public/service agencies on the system. Secure capable radios will not be allowed on the system.

Upon initial and future radio template programming and reprogramming of mobile radios, OPB must provide the necessary hardware to program and test the template. This includes single dual control head(s), control head cables, and desktop ancillary equipment.

Talkgroup usage and alias': Talkgroup name/alias changes must be reviewed with the 800 MHz System Manager as uncoordinated talkgroup changes can affect other users of the system.

Should OPB request a cancellation in service, all radios with City template programming must be reprogrammed and erased of all talkgroups and SmartZone system parameters at OPB's expense.

(d) Bi-Directional Amplifiers (BDA). All BDA installations must be approved by the City of Portland before installation. After approval and during the initial installation of the Bi-Directional Amplifier (BDA) system, by OPB, and in the event that the radio frequency interference should result from this installation, OPB shall be responsible for immediately ceasing operation, disconnecting

and eliminating the interference to the satisfaction of the City before resuming operation.

After initial installation, in case interference results from OPB's operation of this equipment, the City may order corrective measures to be taken immediately and interference eliminated within five (5) days from receipt of notice. In the event operation of equipment or of actions by OPB renders the City's equipment unusable, OPB, upon notification by the City, shall immediately cease such operations or actions. OPB will be responsible and will assume the cost of the corrective measures needed to eliminate the interference or modify it to the satisfaction of the City.

(e) Security. Talkgroup security relates to portable, mobile radio units, and control stations programmed with the City's 800 MHz System Talkgroups. OPB may not loan, issue or assign any radios on a permanent or temporary basis to other media and/or other "outside" organizations. A written authorization is required by the organization for which the talkgroup is assigned and the City's 800 MHz System Manager. Radio programming security requires that no radio service software (RSS) modifications can be made to the portable, mobile radio units and control stations or central electronic bank (CEB) consoles without the written approval of the City's 800 MHz System Manager. These modifications include the system ID number, radio ID number, control channels, connect

tones, call alert parameters, secure parameters, emergency options, radio wide options, trunking wide options, preferred site tables, conventional channels or any present or future options in future RSS software releases. OPB will be responsible and will assume the cost of the corrective measures needed to eliminate system problems due to any unauthorized radio software modifications.

OPB shall not read or disclose any radio software information to anyone without the City's permission.

Talkgroup decimal/hexadecimal ID's and template information provided to OPB for the template design process is considered confidential information. If OPB makes an unauthorized disclosure of confidential information, the City may terminate this Agreement on giving ten days written notice upon its intent to terminate.

OPB will use the Motorola "SCAN" feature at their own risk. The City is not responsible for loss of radio traffic to a OPB radio when roaming throughout the network. The City's 800 MHz System Manager reserves the right to disable a OPB radio from one or more SmartZone sites should OPB radios cause site busies.

(f) Training. The City of Portland will provide one (1) "Train the Trainer" class for Media personnel. The success of the 800 MHz system and the safety of personnel depends upon user training.

2. COMPENSATION

(a) OPB will pay the City for services provided as follows:

(1) For access to the City's radio system, the sum of \$240 per year for each portable radio unit, mobile radio units, and control station for which the City provides access.

(2) For maintenance of each such unit used for public service functions, OPB shall pay the City \$80.00 per unit per year.

(3) The cost of the initial programming of each such unit shall be included in the maintenance fee for the unit. Subsequent reprogramming required to maintain equipment identification number/unit affiliation by way of a customer request will be \$50 per radio.

(4) The foregoing maintenance charges shall remain in effect through June 30, 1996. Portland reserves the right to increase or decrease the maintenance fees set forth above at the end of this period. Before changing the maintenance fees, the City shall give OPB at least six months notice of the City's intention to change the maintenance charges.

(5) Access and maintenance charges shall be pro-rated on a monthly basis.

3. BILLING AND PAYMENT PROCEDURE

The City shall bill OPB for charges for access and maintenance under this Agreement as follows:

<u>EQUIPMENT</u>	<u>AMOUNT REQUESTED</u>
<u>Portables</u>	<u>N/A</u>
<u>Mobiles</u>	<u>N/A</u>
<u>Control Stations</u>	<u>ONE</u>

Billing will take place on the 1st day of July, each year, and OPB will pay on or before 30 days thereafter. Failure to pay will result in the termination of this Agreement. If payment is not received 45 days after invoice date, a late fee of 1 ½% per month will be added. Failure to pay can result in termination of access to the system.

Upon signed receipt of programmed portable, mobile radio units, and control stations (desk top radios), access charges and maintenance fees will begin.

Invoice should be sent to: (Please complete information below)

Oregon Public Broadcasting
Accounts Payable
7140 S.W. Macadam Avenue
Portland, OR 97219-3099

4. EFFECTIVE AND TERMINATION DATES

This Agreement shall be in effect as of the date of its execution and shall continue in force until terminated as set forth in the following paragraph:

Either party may terminate this Agreement upon giving written notice of termination to the other party not less than six months prior to the date of cancellation which shall be set forth in the notice.

The access charges set out in paragraph 2(A) shall remain in effect through June 30, 1996 at which time the City will institute a new Agreement. The City reserves the right to increase or decrease the access, maintenance, and installation fees, at the end of this period, or to adjust them after system usage data is collected. Before changing the access charges, the City shall give OPB at least six months notice of the City's intention to change the compensation.

5. AMENDMENTS

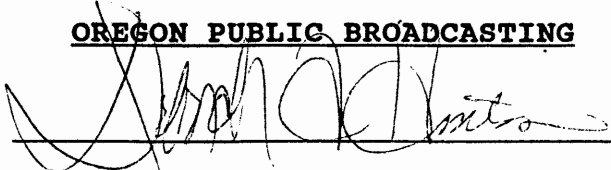
This Agreement may be amended only by written agreement of the parties.

6. INTEGRATION

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions and agreements.

169157

OREGON PUBLIC BROADCASTING

By: 
Name: Deborah A. Hinton
Title: Sr. Vice President
Date: July 14, 1995

APPROVED AS TO FORM:

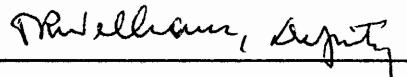
Legal Counsel
Date: _____

CITY OF PORTLAND

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:



City Attorney
Date: 7/25/95

800MHz.nlb/iga

169157

ORDINANCE NO.

* Authorize agreement with Oregon Public Broadcasting for access to the City of Portland's 800 MHz Trunking Radio System. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:


1. Portland has established a complete 800 MHz simulcast trunking radio system in anticipation that other parties and governmental units in the area will share in the use of the system.
2. OPB desires to enter into an agreement with Portland to share the use of this system, on the terms and conditions set forth in the agreement, marked Exhibit A, and attached to this Ordinance.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Affairs and the City Auditor are authorized to execute an agreement with OPB for access to Portland's 800 MHz simulcast trunking radio system, in substantially the form set forth in Exhibit A, attached to this Ordinance.

Section 2. The Council declares that an emergency exists in that prompt utilization of Portland's 800 MHz simulcast trunking radio system is necessary for the public safety; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, AUG 09 1995
Commissioner Kafoury
JDQuail:GKhater
July 28, 1995

BARBARA CLARK
Auditor of the City of Portland
By  Deputy

1308

Agenda No.

ORDINANCE NO. 169157

Title

* Authorize agreement with Oregon Public Broadcasting for access to the City of Portland's 800 MHz Trunking Radio System. (Ordinance)

INTRODUCED BY	Filed: AUG 4 1995
COMMISSIONER KAFOURY	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs <i>JD Quail</i>	By: <i>Cay Kershner</i> Deputy
Finance and Administration	For Meeting of: _____
Safety	ACTION TAKEN:
Utilities	
Works	
BUREAU APPROVAL	
Bureau: GENERAL SERVICES	
Prepared by JDQuail:GKhater Date 7/28/95	
Budget Impact Review:	
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Bureau Head: DAVID O. KISH <i>DK</i>	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
				YEAS	NAYS
Consent <input checked="" type="checkbox"/>	Regular	Blumenauer	Blumenauer	✓	
NOTED BY		Hales	Hales	✓	
City Attorney		Kafoury	Kafoury	—	
City Auditor		Lindberg	Lindberg	✓	
City Engineer		Katz	Katz	✓	