

AUG 10 2020

**REQUEST FOR AGENDA PLACEMENT FORM**

Submission Deadline - Tuesday, 12:00 PM before Court Dates

**Approved**

**SUBMITTED BY:** Douglas O'Neal  
**TODAY'S DATE:** August 5, 2020

**DEPARTMENT:** Radio System Management

**SIGNATURE OF DEPARTMENT HEAD:**

**REQUESTED AGENDA DATE:** 10 August 2020

**SPECIFIC AGENDA WORDING:** Consideration and execution of amended agreement with the City of Fort Worth providing extended radio coverage for the STOP taskforce.

**PERSON(S) TO PRESENT ITEM:** Douglas O'Neal

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 10

**ACTION ITEM:**   x    
**WORKSHOP** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:** X

**IT DEPARTMENT:** \_\_\_\_\_

**AUDITOR:**   x   \_\_\_\_\_

**PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_

**BUDGET COORDINATOR:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

**FIRST AMENDMENT TO  
FORT WORTH CITY SECRETARY CONTRACT NO. 43473**

This First Amendment to Fort Worth City Secretary Contract No. 43473 ("First Amendment") is made between the City of Fort Worth ("FORT WORTH"), acting herein by and through Valerie Washington, its duly authorized Assistant City Manager and Johnson County ("USER") acting herein through Roger Harmon, its duly authorized County Judge.

WHEREAS, FORT WORTH and USER entered into an Agreement identified as Fort Worth City Secretary Contract No. 43473 beginning August 3<sup>rd</sup>, 2012 (the "Agreement"); and

WHEREAS, USER wishes to subscribe to additional services of the CFW Trunked Voice Radio Systems; and

WHEREAS, it is the collective desire of both FORT WORTH and the JOHNSON COUNTY to amend the Agreement to prohibit FORT WORTH or the USER from executing agreements with jurisdictions and entities based in the other's home county for the provision of primary radio system coverage; and

WHEREAS, it is the collective desire of both FORT WORTH and JOHNSON COUNTY to amend the Agreement to include additional services of the CFW Trunked Voice Radio Systems.

NOW THEREFORE, KNOWN ALL BY THESE PRESENT, FORT WORTH and JOHNSON COUNTY, acting herein by the through their duly authorized representatives, enter into this First Amendment, which amends the Agreement as follows:

1.

Adding Section 17 to read as follows:

**17. EXTERNAL JURISDICTIONS**

Except for the City of Crowley, the parties shall not execute agreements for the provision of primary radio system coverage with jurisdictions and entities based in the other's home county. Primary radio system coverage means the radio communications system used by an entity for its normal public safety operations. However, the parties may execute agreements for provision of extended coverage if desired by the external jurisdiction to increase the coverage area required to effectively perform its operations.

2.

The Agreement is hereby amended by replacing Exhibit A of the Agreement with the Exhibit A attached to this First Amendment.

3.


All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

**[Signature Page Follows]**

Executed effective as of the date signed by the FORT WORTH Assistant City Manager below.

<p><b>City of Fort Worth</b></p> <p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____</p> <p><b>Approval Recommended:</b></p> <p>By: _____ Name: Kevin Gunn Title: Director</p> <p><b>Attest:</b></p> <p>By: _____ Name: Mary J. Kayser Title: City Secretary</p>	<p><b>Contract Compliance Manager:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Alan Girton Title: Senior IT Manager</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: _____ Name: John B. Strong Title: Assistant City Attorney</p> <p><b>Contract Authorization:</b> M&amp;C: _____</p>
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APPROVED FOR JOHNSON COUNTY:

By:   
[Name of Approver] Roger Harmon  
[Title of Approver] County Judge  
Date: August 10, 2020

## EXHIBIT A

### CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

#### DEFINITIONS

**“Console System”** mean all hardware and software associated with any dispatch console or set of consoles owned and operated by the **USER** that are connected to the CFW master switch.

**“Extended Services”** shall mean the use of the CFW Site Repeater Systems for the sole purpose of extending coverage for **USER’s** Talk Groups immediately adjacent to the **USER** coverage area provided by the **USER’s** Site Repeater Systems.

**“Infrastructure Support Fee”** shall mean the annual fee charged by CFW to offset cost incurred by the City in the operation and maintenance of the radio systems. The annual fee is billed per active subscriber radio ID, payable in advance on an annual basis for all active radio IDs issued to **USER** at the time of the annual billing. Invoicing will occur when new radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each CFW fiscal year. There will be no refunds or credits for radios removed from service during the year billed.

**“Interoperable Communications Plan”** means the plan developed and established by CFW to enhance and simplify radio communications among all agencies utilizing the CFW public safety radio system or connecting its Site Repeater Systems or Consoles Systems to the CFW master switch.

**“Master Site”** shall mean the hardware and software provided by CFW as the core component of the Motorola Solutions ASTRO 256 radio communications system. All Site Repeater Systems must connect to the Master Site.

**“Software Upgrade Agreement Fee”** shall mean the annual fee charged by CFW to offset cost incurred by the City from Motorola Solutions for the maintenance of the Software Upgrade Agreement applicable to the **USER’s** Site Repeater Systems and Console Systems.

**“Site Repeater System”** shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site owned and operated by the **USER** to be connected to the CFW Master Switch.

**“Subscriber Radio”** shall mean a control station (desktop radio), mobile radio, or portable radio, which has a unique identification number and is programmed to operate on the Trunked Voice Radio System.

**“Talk Group”** shall mean a specific group of subscriber units allowed to communicate privately within that group over shared infrastructure resources.

## **TERMS OF USE**

1. The CFW shall provide and maintain the Motorola Solutions ASTRO 25 Master Site to which the **USER's** Site Repeater Systems and Consoles System will connect. If the **USER** increases its number of Site Repeater Systems or Console Systems, the **USER** will incur all costs, if any, resulting from the expansion of capacity of the System and associated hardware and software required to accommodate the **USER's** additions.
2. The CFW shall execute with Motorola Solutions a Software Upgrade Agreement for the System, every ASTRO 25 radio site connecting to the System, including those owned and operated by the **USER**, and all other hardware such as Console Systems that would be affected by the software upgrades, including those owned and operated by the **USER**. Unless the **USER** is notified otherwise, the software for the System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Site Repeater Systems and Console Systems.
3. The CFW shall provide radio IDs for all radios and dispatch consoles owned and operated by the **USER**. **USER** must provide written authorization to the CFW prior to the release of the **USER's** radio IDs or any other information to a third party vendor or agency.
4. The acquisition, installation and maintenance of the **USER's** Site Repeater Systems, and Console Systems are the responsibility of the **USER** unless otherwise stated in this Agreement. The **USER** will be responsible for managing infrastructure loading and demand of the **USER's** Site Repeater Systems.
5. Certain subscribers designated by the **USER** will have access to the CFW Trunked Voice Radio System infrastructure for the purpose of providing Extended Services. **USER** acknowledges that access to CFW infrastructure is intended as secondary in nature. Therefore, if **USER** radio equipment is within range of one of **USER's** Site Repeater Systems, the radio will be denied access to the CFW radio site.
6. The **USER** will be responsible for the acquisition, programming, and maintenance of all subscriber radios.
7. The **USER** is the holder of the FCC (Federal Communications Commission) license(s) that the **USER's** Site Repeater System uses for its operation.
8. The **USER** is responsible for providing all leased circuits and associated hardware and software necessary to connect its Site Repeater Systems and Console Systems to the System. All costs associated with provision of connectivity will be borne by the **USER**. Connectivity methods are limited to terrestrial facilities leased through a licensed carrier. Other connectivity methods, such as microwave, will require the prior approval of CFW and may result in additional costs to the **USER**.
9. The CFW makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate

and applicable in-building and geographical jurisdictional portable radio communications coverage testing to determine the expected radio coverage level.

10. **USER** shall use due diligence in the maintenance and configuration of their subscriber radio equipment to ensure that no **USER** radio causes a degradation to system operation. The CFW shall have the right to remove from operation any field radio unit or equipment owned by **USER** that is operating on, attached and/or interfaced to the CFW infrastructure, if such equipment is found to cause interference or harm to the system in any way. The CFW reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the CFW. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the CFW shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio suspected of causing interference, intentionally or unintentionally, to any other radios on the systems or the systems operation.

11. The CFW will establish a coordinated Interoperable Communications Plan to apply to CFW and the users of its systems. **USER** agrees to participate in the Plan and include the Plan's interoperable talk groups in the programming of its subscriber units and Console Systems.

12. USB ports on the **USER**'s Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. Anti-virus definitions shall be maintained at current software-provider levels.

13. CFW shall be authorized to monitor the **USER**'s Console System's compliance to patching and anti-virus levels. If the **USER** is notified by CFW that patching and anti-virus levels are not current, **USER** shall take appropriate steps to apply current patches and anti-virus definitions within ten (10) business days of notification.

14. Either **USER** or CFW may terminate this Agreement for any reason, with or without cause, upon one hundred eighty (180) days written notice to the other party. The CFW, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The CFW further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the system.

#### **APPLICABLE FEES**

15. For each subscriber unit without access to Extended Services, and for each year as long as this Agreement is in effect, **USER** shall pay the CFW an Annual Subscriber Unit Fee in the amount of **\$2.00** per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to **USER** at the time of the annual billing.

16. For each subscriber unit designated with access to Extended Services, and for each year as long as this Agreement is in effect, **USER** shall pay the CFW an Annual Subscriber Unit Fee in the amount of **\$5.00** per month, per subscriber radio, payable in advance on an annual basis for all active radio

IDs issued to **USER** at the time of the annual billing. Subscriber units that have not been designated for Extended Services, but have accessed Extended Services, will be subject to the Extended Services fee pro-rated through the end of the current fiscal year.

17. After October 1 of each year when either new Radio IDs are issued or a subscriber unit is designated to access Extended Services, invoicing will occur on a pro-rata basis, and thereafter, at the beginning of each CFW fiscal year. Further, at the beginning of each fiscal year of this Agreement, the CFW may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the City in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service or from Extended Services during the fiscal year.

18. **USER** shall pay the CFW an Annual Software Upgrade Fee equal to the amount invoiced to the CFW by Motorola Solutions, Inc., or its successors, for the upgrade of the **USER's** Site Repeater Systems, Consoles Systems and any other component subject to upgrade as a result of the upgrade of the System.

### **COMPLIANCE WITH LAWS**

19. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, volunteers, or any individual operating **USER** subscriber radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the CFW (as the licensee) as a result of improper or unlawful use of subscriber radio equipment owned by **USER**.

20. In order to comply with Federal, State, and Local Laws and/ or Mandates, the CFW, as the licensee, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of owned subscriber radio equipment in order to meet these obligations. For as long as this agreement is in force, the **USER** will allow the CFW to facilitate such activities on **USER's** behalf as necessary.

21. In the instance where **USER** subscriber radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement subscriber radio equipment shall pass directly to **USER** upon delivery of subscriber radio equipment to the **USER's** site. The **USER** shall provide the CFW, or its designee, with the subscriber radio equipment to be replaced, in good working order, as determined by the CFW or its designee. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to subscriber radio equipment.