

**CITY OF PUYALLUP
RADIO SUB-SYSTEM USER AGREEMENT**

THIS RADIO USER AGREEMENT ("Agreement") is made and entered into this 27th day of February, ~~2020~~ 2021, by and between the City of Puyallup (hereinafter "Puyallup"), the East Pierce Fire & Rescue (hereinafter "User"), hereinafter referred to collectively as "Parties".

1. DESCRIPTION. Puyallup operates a radio sub-system (PRSS) connected to the City of Tacoma 800 MHz trunked radio network providing both digital P25 TDMA and analog/digital (mixed mode) SmartZone 4.1 radio communications. This system is also connected through "ISSI gateways" to public safety radio systems in Pierce, King and Snohomish County.

2. RADIO ACCESS USER FEES. The User agrees to quarterly pay Puyallup the amount listed in Exhibit "A" for access to the system. Invoices will be mailed for payment of the User fees at the end of each quarter and are due within 30 days of the invoice date.

3. SUBSCRIBER MAINTENANCE FEES. The User agrees to quarterly pay Puyallup the amount listed in Exhibit "A" for subscriber maintenance services as described in Section 5.

4. SUBSCRIBER MAINTENANCE AND REPAIR. The User is responsible for the maintenance, repair and replacement of its subscriber equipment. User will assure the subscriber equipment is operating within the manufacturers specifications to assure optimal operation that will have no adverse impact on other Users.

5. SUBSCRIBER PROBLEMS. If the User experiences radio subscriber problems, the User will contact the Puyallup Radio Shop at (253) 770-3371 or by email at radiosupport@ci.puyallup.wa.us for an evaluation of the problem. If the problem is related to equipment installation, the User will contact its installation provider. This subscriber maintenance program provides the following services:

- Radio record management, configuration and troubleshooting of radio subscriber equipment.
 - Maintain a record of radio identifications and alias assignments.
 - Maintain and update talkgroup templates
 - Maintain latest subscriber codeplugs and assist in codeplug development
 - Perform radio programing and firmware updates as needed
 - Update key assignments
 - Advise the User on subscriber updates and needs
 - Assist in decommissioning and repurposing of obsolete equipment
 - Perform subscriber radio alignments as necessary

The User is responsible for any costs of repair or replacement outside of the described services.

6. COMPLIANCE WITH LAWS.

- a. No Personal Business – No personal business may be conducted on the PRSS by User, its employees, or authorized agents, including volunteers and the User's service provider.

30-0227

- b. Compliance with Federal, State and Local Laws – User will comply with all current and future Federal Communications Commission laws, rules, and regulations as well as with all applicable state and local laws.
- c. Corrective Action – In order to protect the integrity, security, safety, and efficient operation of PRSS for all its Users, User will take appropriate corrective action against any of its employees who violate PRSS guidelines set out in this User Agreement.
- d. Abuse of User Privileges – At the sole discretion of the City, Users repeated violation of PRSS guidelines provided in this Agreement will result in termination of the Agreement by the City.

7. DISPUTE RESOLUTION. If either Party fails to perform its obligations under this Agreement, the Parties agree to resolve the issue at the lowest management level of each Party. The City and the User will consider the details of the non-performance issue, assess if there are past issues of non-performance, determine duration of non-performance, determine the level of non-performance, and negotiate in good faith a mutually agreeable solution. If the parties cannot agree on a solution, this agreement may be mutually terminated upon thirty (30)-days written notice by either Party.

8. TERMS. User participation will automatically renew annually unless terminated by either Party upon 180 days written notice to either Party. Any adjustments to the rates/fees would be provided 180 days prior to the end of the calendar year.

9. NOTICES. Any notices or other contacts required under the terms of this Agreement must be directed to the following:

East Pierce Fire & Rescue
Attn: Fire Chief
18421 Veterans Memorial Drive E
Bonney Lake, WA 98391
(253) 863-1800

City of Puyallup
Attn: City Manager
333 S. Meridian
Puyallup, WA 98371
(253) 841-5481

10. HOLD HARMLESS. To the extent permitted by law, the City and User agree to hold each other harmless against claims arising from the alleged negligent acts or omissions of their respective public employees or agents, which occurred or are alleged to have occurred during the performance of PRSS use.

11. FORCE MAJEURE. Parties to this agreement will not be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing Party's reasonable control, including without limiting the generality of the foregoing, acts of God, war, riot, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, labor or material acts of a public enemy.

EXHIBIT "A" – FEES

# of Radios	Rate	Services	Quarterly Bill
235	\$31.50 per month per radio	SECTION 2. - RADIO ACCESS USER FEES	\$22,207.50
235	\$5.00 per month per radio	SECTION 3. - SUBSCRIBER MAINTENANCE FEES	\$3,525
		QUARTERLY TOTAL	\$25,732.50
		ANNUAL TOTAL	\$102,930

IN WITNESS WHEREOF the parties hereto have executed this Agreement to take effect as of the day and year first written above.

CITY OF PUYALLUP

By: [Signature]
Date: 2/25/20
Steve Kirkelie
Printed Name
City Manager
Title

Approved as to form:

By: [Signature]
Date: 1/10/2020
City Attorney

EAST PIERCE FIRE & RESCUE

By: [Signature]
Date: 12/17/19
Dale T. Mitchell
Printed Name
Board chairman
Title

Approved as to form:

By: _____
Date: _____
Attorney



City Council Agenda Item Report

Submitted by: Barbara Lopez
Submitting Department: Finance
Meeting Date: 2/25/2020

Subject:

Approve a Radio Sub-System User Agreement with East Pierce Fire & Rescue

Presenter:

Barbara Lopez, Finance Director

Recommendation:

Authorize the City Manager to execute an agreement in a form as approved by the city attorney with East Pierce Fire & Rescue for their use of Puyallup's radio sub-system.

Background:

Puyallup operates a five (5) site radio sub-system connected to the City of Tacoma 800 MHz trunked radio network. This sub-system provides primary public safety emergency radio communications for the Puyallup Police, Sumner Police, Bonney Lake Police, East Pierce Fire & Rescue, Graham Fire & Rescue, and a large portion of Central Pierce Fire District. This system also provides radio communication for the general government operations, such as public works and emergency management needs of the City of Puyallup, and offers regional interoperability with surrounding public safety agencies. Puyallup contracts with Motorola for maintenance, management and services of the system and supporting these users.

Historically, users of this radio system were customers of the former City Communications Center and paid dispatch as well as radio services fees as part of their yearly contract for services. Since the transition of the dispatch center to South Sound 911, these radio user access fees and service fees are being formally re-established under these agreements.

Under this agreement, Puyallup is supporting 235 radios used by East Pierce Fire & Rescue. Each radio is subject to a \$31.50 per month access fee plus \$5.00 per month for subscriber maintenance fees.

Council Direction:

Fiscal Impacts:

\$102,930 radio system revenues collected annually and allocated to the Communications Fund.