

## TACOMA PUBLIC SAFETY RADIO SYSTEM USER AGREEMENT

This User Agreement ("Agreement") is effective the date of the last signature by and between City of Tacoma, a municipal corporation of the State of Washington (hereinafter referred to as "City"), and Milton Police Department (hereinafter referred to as "User") and collectively as "Party" or "Parties".

### ***I. DESCRIPTION***

**The Tacoma Public Safety Radio Network (PSRS)** is a wide area 800 MHz trunked radio network providing both digital P25 TDMA and analog/digital (mixed mode) SmartZone 4.1 operation. Features include encryption (P25 and SmartZone as defined below), individually identifiable emergency alarm and push-to-talk identification. At the time of this Agreement the PSRS is directly connected to the City of Puyallup radio system, Puyallup Dispatch, Tacoma Fire Dispatch, FireComm Dispatch, South Sound 911 Dispatch and Records. The PSRS is connected through "ISSI gateways" to public safety radio systems in Pierce, King and Snohomish County.

### ***II. DEFINITIONS***

- A. Coverage** – P25 TDMA operation is designed to provide portable on-street DAQ 3.4 audio quality (receive on hip, transmit head level) at a reliability of 97% in the shaded areas of Attachment 3.  

Coverage is not guaranteed by the City but has been tested and met this specification at the time of testing. Planned or unplanned site outages may affect audio quality during any outage periods.
- B. Encryption** – DES encryption on all system transmitters is offered for P25 TDMA operations and OFB/DES encryption is offered on all system transmitters for SmartZone 4.1 operations.
- C. ISSI Gateway** –ISSI connections with Public Safety Radio Systems in Pierce, King and Snohomish County provides extended regional coverage and dispatch capabilities for approved ISSI talkgroups.
- D. Radio Service Center (RSC)** – the City organization operating the PSRS on behalf of Users. The RSC provides assignment of Radio Alias numbers and talkgroups, encryption keys, database maintenance, system programming, radio programming, and other radio system technical services.
- E. Subscriber** – a mobile, portable or desktop radio with a unique Radio Alias.
- F. Primary Subscriber** – A Subscriber operated by an agency that uses the PSRS as its primary radio communications system through a User Agreement.
- G. Interoperability Subscriber** – A Subscriber operated by an agency that uses a different radio system for its primary communications, operating on the PSRS only when necessary to communicate with a User on specifically defined Talkgroups.
- H. Talkgroup** – a single talking channel, allowing a unique group of radio users to communicate with one another on that channel.
- I. Template** – User specific configuration information used to develop Subscriber programming for Subscriber functions, capabilities and talkgroups.

- J. **User** – a South Sound 911 user agency or other agency providing first responder fire or law enforcement services within Pierce County; a hospital or medical organization within Pierce County; approved ambulance companies; and security departments of approved educational institutions.
- K. **Radio Alias** – a unique number that is assigned by the RSC to each subscriber using the PSRS.
- L. **User Agreement** – this Agreement entered into between the City and the User setting forth the PSRS services provided to the User and the terms and conditions under which the services are provided.

### ***III. EXHIBITS AND ATTACHMENTS***

The following exhibits and attachments are made part of this Agreement:

Attachment 1– Talkgroup Allocation assigned to the User

Attachment 2 – Radio Alias

Exhibit 1 – P25 TDMA coverage area

### ***IV. USER FEES***

#### **A. Subscriber Fees**

Subscriber Fees for this Agreement are assessed quarterly in the amount of **\$136.56** per Radio Alias shown on Attachment 2.

Invoices for the upcoming quarter will be mailed by the RSC at the end of each quarter and are due within 30 days of the invoice date. Upon 90 days' notice, at the beginning of each calendar year, the City may modify Subscriber Fees to reflect changes in the City operations expenses.

#### **B. Additional Fees**

Template development and system setup services will be provided at a flat rate of \$350.00. Subscriber programming services will be provided in 15 minute increments at an hourly rate of \$100.

Payments are due within thirty (30)-days from date of billing to the address as indicated on the invoice.

### ***V. SUBSCRIBER PROBLEMS***

If the User experiences subscriber problems, the User will first contact its subscriber maintenance provider for an evaluation of the problem. If the maintenance provider determines the problem is not an equipment installation or maintenance problem with the subscriber, the User will notify the RSC by phone (253-591-5131) with a follow up email to [800help@cityoftacoma.org](mailto:800help@cityoftacoma.org). If the RSC determines the problem originates from the User's subscriber, charges for RSC time will be billed to User at the rate(s) specified in §IV, User Fees. If the problem is due to PSRS malfunction, the RSC will take appropriate corrective action at its own expense and report such corrective action to the User.

### ***VI. APPROVED SUBSCRIBERS***

The User will operate only approved subscribers on the PSRS. At the date of this agreement approved radio equipment for the TDMA system is Motorola APX series subscribers operating in TDMA mode, and Motorola APX, XTL, MTS, and MCS series operating in mixed-mode for the SmartZone 4.1 layer. This Section will be updated if additional subscribers are approved.

## ***VII. SUBSCRIBER MAINTENANCE AND REPAIR***

The User is responsible for maintenance and repair 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 PSRS Users.

## ***VIII. COMPLIANCE WITH LAWS***

- A. No Personal Business** – No personal business may be conducted on the PSRS by User, its employees, or authorized agents, including volunteers and the User's service provider.
- 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 PSRS for all its Users, User will take appropriate corrective action against any of its employees who violate PSRS guidelines set out in this User Agreement.
- D. Abuse of User Privileges** – At the sole discretion of the City, Users repeated violation of PSRS guidelines provided in this Agreement will result in termination of the Agreement by the City.

## ***IX. 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.

## ***X. DURATION, CANCELLATION & TERMINATION OF USER***

Participation in the PSRS will remain in effect until December 31, 2017 and will automatically renew annually unless terminated by either Party upon 90 days written notice to either Party or upon thirty (30)-days per the Dispute Resolution process.

## ***XI. NOTICES***

All notices given under this Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the parties as follows:

PSRS: Desiree Wyatt  
3639 S Pine St. Rm F125B  
Tacoma, WA 98409  
[dwyatt@cityoftacoma.org](mailto:dwyatt@cityoftacoma.org)  
(253)382-2601

User: Milton Police Department  
Ron Tiedeman  
1000 Laurel Street  
Milton, WA 98354  
[rtiedeman@cityofmilton.net](mailto:rtiedeman@cityofmilton.net)  
253-831-4270

**User Contact Person** - The User will appoint an employee to serve as its Contact Person with the RSC. The Contact Person will be responsible for authorizing template modifications, coordinating new subscribers onto the PSRS, providing template data to the RSC and providing after hour emergency telephone numbers. The contact information for Milton Police Department is as follows:

Milton Police Department  
Ron Tiedeman  
1000 Laurel Street  
Milton, WA 98354  
rtiedeman@cityofmilton.net  
253-831-4270

**RSC Contact Person**

Rob Totten, Operations Supervisor / Sr. CST  
3639 S Pine St, Rm F125B  
Tacoma, WA 98409  
(253) 591-5487  
800help@cityoftacoma.org

***XII. MISCELLANEOUS***

- A. Waiver** – The failure of a Party to insist upon strict adherence to any term of this Agreement will not be considered a waiver or deprive the Party of the right thereafter to insist upon the strict adherence to that term of the Agreement.
- B. Modification** – This Agreement may be modified, amended, extended, or augmented, only by written amendment signed by both the parties.
- C. Governing Law** – This Agreement will be governed by, and construed in accordance with the laws of the State of Washington. Venue for any legal action shall be Pierce County Superior Court.
- D. 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 PSRS use.
- E. 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.



Milton Police Template - 1/18/2017 - Attachment 1

ROTARY SWITCH POSITION	MLTPD Zones										700/800MHz Interoperability Zones									
	(A) MILTON A	(B) MILTON B	(C) MILTON C	(A) PCLE	(B) HOSP	(C) TP IOP	(D) PC IOP	(E) PC OLD	(F) KC IOP	(G) KC FIRE	(H) SC IOP	(I) 7GEN	(J) 7LAW	(K) 7FIRE	(L) 8NAT	(M) BSTATE	(N) Pos IOP			
1	F/M PRIM	F/M PRIM	MIL/REP VHF	PCS EPRIM	ALLENMOR	TP CALL1	PC CALL1	MA PC1	KC CALL	KC FIRE-1	SNO CALL	7CALL50	7CALL50	8CALL90	ST OPS1	POS CALL				
2	<b>MET RECORDS</b>	PCS EPRIM	FIE/REP VHF	PCS WPRIM	AUBURN	TP IOP 2	PC IOP 2	MA PC2	KC IO 02	KC FIRE-2	SNO IO 02	7CALL70	7CALL70	8CALL90D	ST OPS1D	POS IO 02				
3	<b>F/M TAC 1</b>	PPD PRIM	NE REPEAT	TPD NPRIM	CHILDREN	TP IOP 3	PC IOP 3	PSOP53	KC IO 03	KC FIRE-3	SNO IO 03	7TAC71	7TAC71	8TAC91	ST OPS2	POS IO 03				
4	<b>F/M TAC 2</b>	SMPD PRIM	FIE VOTED	TPD SPRIM	GOODSAM	TP FIR 4	PC FIR 4	PSOP54	KC IO 04	KC FIRE-4	SNO IO 04	7TAC71D	7TAC71D	8TAC91D	ST OPS2D	POS IO 04				
5	<b>MLPD TAC 1</b>	TPD NPRIM	LERN (VHF)	LPD PRIM	HRB VIEW	TP FIR 5	PC FIR 5	PCLERN	KC IO 05	KC FIRE-5	SNO IO 05	7TAC72	7TAC72	8TAC92	ST OPS3	POS IO 05				
6	PCS EPRIM	TPD SPRIM	PCLERN (800)	PPD PRIM	MADIGAN	TP FIR 6	PC FIR 6	ST OPS1D	KC IO 06	KC FIRE-6	SNO IO 06	7TAC72D	7TAC72D	8TAC92D	ST OPS3D	POS IO 06				
7	PPD PRIM	BLPD PRIM	WSP W (VHF)	BLPD PRIM	MARYBRDG	TP FIR 7	PC FIR 7	ST OPS2D	KC IO 07	KC FIRE-7	SNO IO 07	7GTA657	7FIRE63	8TAC93	ST OPS4	POS IO 07				
8	SMPD PRIM	LPD PRIM	WSP E (VHF)	SMPD PRIM	ST ANTHY	TP FIR 8	PC FIR 8	ST OPS3D	KC IO 08	KC FIRE-8	SNO IO 08	7GTA657D	7FIRE63D	8TAC93D	ST OPS4D	POS IO 08				
9	<b>PC LE 11</b>	<b>PC LE 12</b>	WSP W (700)	F/M PRIM	ST CLARE	TP LE 9	PC LE 9	ST OPS4D	KC IO 09	KC FIRE-9	SNO IO 09	7MOB59	7FIRE84	8TAC94	ST OPS5	POS IO 09				
10	<b>TP LE 11</b>	<b>TP LE 13</b>	WSP E (700)	BKPD PRIM	ST ELZBTH	TP LE 10	PC LE 10	ST OPS5D	KC IO 10	KC FIRE-10	SNO IO 10	7MOB59D	7FIRE84D	8TAC94D	ST OPS5D	POS IO 10				
11	FED WAY PD	<b>TP LE 12</b>	<b>TP L/F15</b>	WSP E	ST FRANC	<b>TP LE 11</b>	<b>PC LE 11</b>	7CALL70	KC IO 11	KC FIRE-11	SNO IO 11	7TAC75	7TAC75	8TAC94D	ST OPS5D	POS IO 11				
12	KC IO 02	<b>TP LE 13</b>	WSP W	WSP W	ST JOES	<b>TP LE 12</b>	<b>PC LE 12</b>	7TAC71	KC IO 12	KC FIRE-12	SNO OP12	7TAC75D	7MED65D	8TAC94D	ST OPS5D	POS IO 12				
13	KC IO 02	FED WAY PD	MIL CAR/GAR	FAIR LE	TAC GEN	<b>TP LE 13</b>	<b>PC LE 13</b>	7TAC72	KC IO 13	KC FIRE-13	SNO OP13	7GTA67	7MED66	8TAC94D	ST OPS5D	POS IO 13				
14	PSOP53	MET EMER	MILTON PW	POT PRIM	VALLEY	<b>TP LE 14</b>	<b>PC LE 14</b>	7TAC73	KC IO 14	KC FIRE-14	SNO OP14	7GTA67D	7MED66D	8TAC94D	ST OPS5D	POS IO 14				
15	PSOP54	<b>MET SWAT 2</b>	PC EMERP	PTPD PRIM	EMD COM	<b>TP L/F15</b>	<b>PC L/F15</b>	TP EMERP	KC IO 15	KCMARS	SNO OP15	7MOB79	7TAC75	8TAC94D	ST OPS5D	POS IO 15				
16	F/M PRIM	F/M PRIM	MET EMER	PCLERN	KC MED1	TP EMERP	PC EMERP	TP EMERP	KC EM P	KCLERN	SNO EM P	7MOB79D	7TAC75D	8TAC94D	ST OPS5D	POS EM P				

Tacoma/Puyallup System	Pierce County System	King/Snohomish/Port of Seattle	700/800MHz Conventional	VHF Conventional	Encrypted
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For Questions or Problems Contact the Tacoma Radio Service Center  
(253) 591-5131 or 800help@cityoftacoma.org

ROTARY SWITCH POSITION	VHF Interoperability Zones														
	(VA) VTAC	(VB) VHF LE	(VC) VHF SAR	(VD) VHF FIRE	(VE) USFS	(VF) MT Rainr	(VG) DNR	(VH) Marine	(VI) VHF HEAR	Same as A					
1	VCALL10	LERN (VHF)	OSCCR	TFD F1	ENUNCLAW	BKFD DISP	DNR COM	MARINE 9	ALLENMOR	SITE TRUNK					
2	VTAC11	PCS GRNWTTR	SAR	TFD F2	N BEND	CRVSTAL	BEFAIR	MARINE 16	AUBURN	F/M PRIM					
3	VTAC12	WSP WEST	TMRU	PCF PAGING	TAC 1	SHRINER	SHELTON	MARINE 17	CHILDREN	<b>MET RECORDS</b>					
4	VTAC13	WSP WEST	PC 4X4	PCF MUTAID	TAC 2	SUNRISE	CAPITOL	MARINE 21	GOOD SAM	F/M TAC 1					
5	VTAC14	WSP EAST	DEM REP	410 FIRE	TOLMIE	FREEMONT	EATONVILLE	MARINE 22	HRB VIEW	<b>MLPD TAC 1</b>					
6	VTAC33	410 MUTAID	GSSD 1	410 MUTAID	SUNTOP	TOLMIE	CARBON	MARINE 23	MADIGAN	PCS EPRIM					
7	VTAC34	KITSAP LE 1	GSSD 2	KCF F1	CRVSTAL	PARADISE	ENMCLAW	MARINE 68	MARYBRDG	PPD PRIM					
8	VTAC35	KITSAP LE 2	NW8H	REDNET	KELLY	GOBBLEERS	N BEND	MARINE 69	ST ANTHY	SMPD PRIM					
9	SAR NFM	KITSAP LE 5	YAKSAR	HEAR	L BALD	PACKWOOD	ST RAINR	MARINE 71	ST CLARE	<b>PC LE 11</b>					
10	VFIRE21	GIG HARBOR	KCDEM	MARS	L BALD	TWOODS	ST THUR	MARINE 81	ST ELZBTH	<b>TP LE 11</b>					
11	VFIRE22	FIEE PD	KCSAR	THURSTON	L BALD	E DIRECT	REDNET	MARINE 82	ST FRANC	FED WAY PD					
12	VFIRE23	SMALL TOWN	SPART	JBLM	L BALD	W DIRECT	VTAC 11	MARINE 83	ST JOES	KC CALL					
13	VMED28	ROY PD	SKIPT	MARINE 16	L BALD	MRNP COM1	DNR TAC2	WEATHER 1	TAC GEN	KC IO 02					
14	VMED29	YELM PD	NSKIPAT	MARINE 21	L BALD	MRNP COM2	DNR TAC1	WEATHER 2	VALLEY	PSOP53					
15	VIAW31	LEWIS CNTY	NLEC	MARINE 21	L BALD	MRNP COM3	DNR A/G	WEATHER 3	HEAR	PSOP54					
16	VIAW32	NLEC	NLEC	MARINE 21	L BALD	PORT RPTR	AIRGUARD	WEATHER 3	HEAR	F/M PRIM					

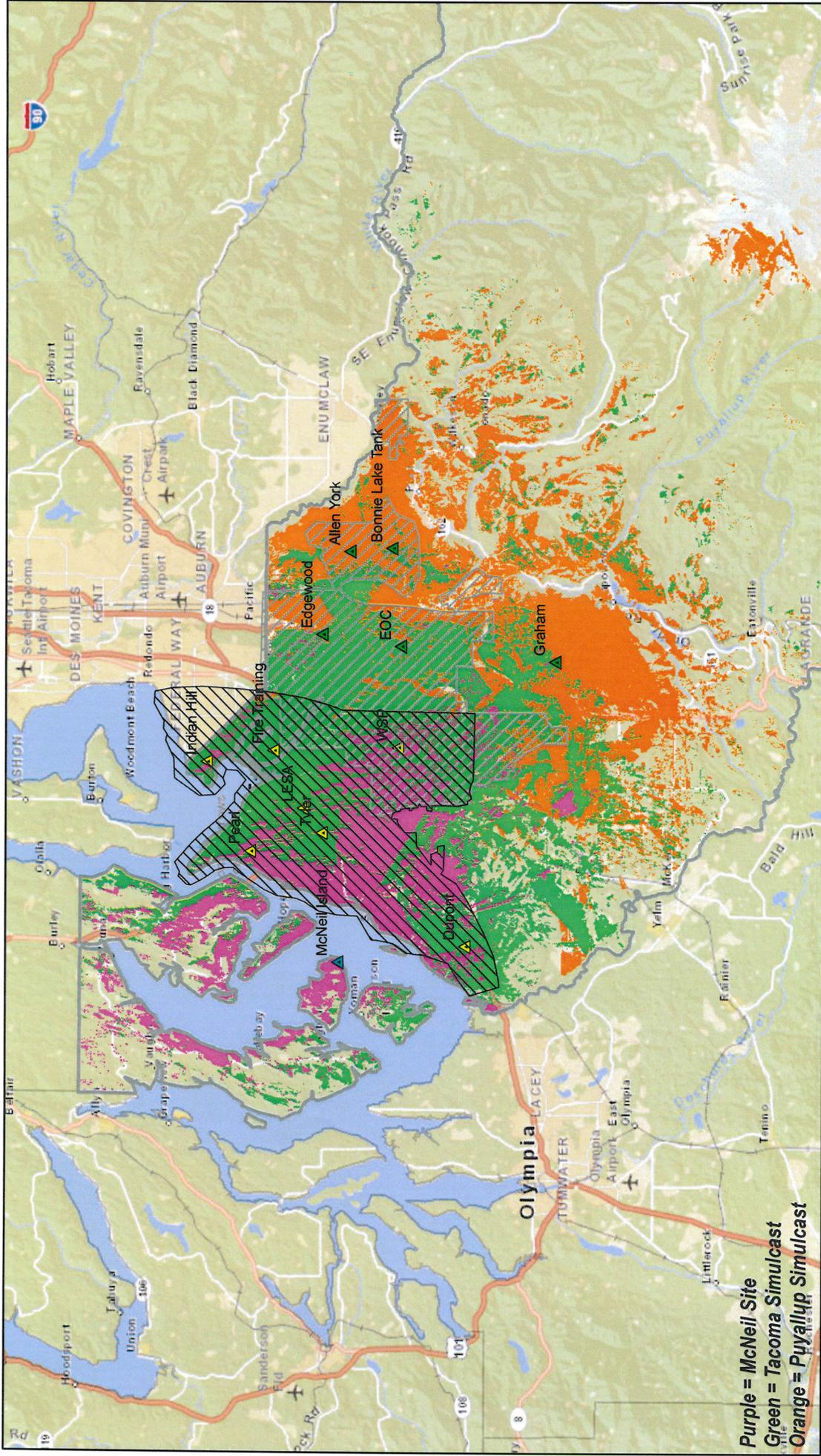
User	Alias	Vehicle	Type	Serial Number	Activation Date
DESK	MLTPD DESK	AT MILTON PD STATION	DESK	471CSD1200	23-Feb-17
Luckman	mltpd-711v	VEHICLE # 779	MOBILE	471CSD1201	23-Feb-17
Hume	mltpd-713v a	VEHICLE # 868	MOBILE	471CSD1202	23-Feb-17
Takiguchi	mltpd-715v	PROPOSED VEHICLE # 514	MOBILE	471CSD1203	23-Feb-17
Hernandez	mltpd-700v	VEHICLE # 839	MOBILE	471CSD1204	23-Feb-17
Beauchamp	MLTPD SPARE 6		PORTABLE	655CPT4064	23-Feb-17
TBD	MLTPD-43484		PORTABLE	655CPT4065	23-Feb-17
Hume	MLTPD 713		PORTABLE	655CPT4066	23-Feb-17
N/A	MLTPD SPARE 4	SPARE	PORTABLE	655CPT4067	23-Feb-17
Kidwell	MLTPD 733		PORTABLE	655CPT4068	23-Feb-17
Sarff	MLTPD 743		PORTABLE	655CPT4069	23-Feb-17
Alexander	MLTPD 735		PORTABLE	655CPT4070	23-Feb-17
Hobbs	MLTPD 741		PORTABLE	655CPT4071	23-Feb-17
N/A	MLTPD SPARE 1	SPARE	PORTABLE	655CPT4072	23-Feb-17
Griffin	MLTPD 745		PORTABLE	655CPT4073	23-Feb-17
Beauchamp	MLTPD 747	SPARE	PORTABLE	655CPT4074	23-Feb-17
Hernandez	MLTPD 700		PORTABLE	655CPT4075	23-Feb-17
Peterson	MLTPD 737		PORTABLE	655CPT4076	23-Feb-17
Takiguchi	MLTPD 715		PORTABLE	655CPT4077	23-Feb-17
Luckman	MLTPD 711		PORTABLE	655CPT4078	23-Feb-17
Johnson	MLTPD 739		PORTABLE	655CPT4079	23-Feb-17
N/A	MLTPD SPARE 5	SPARE	PORTABLE	655CPT4080	23-Feb-17
Camden	MLTPD 721		PORTABLE	655CPT4081	23-Feb-17
N/A	mltpd-140v	UNKNOWN - VEHICLE NO. 140???	MOBILE	656CPP0927	23-Feb-17
Camden	mltpd-721v	VEHICLE # 021	MOBILE	656CPP0928	23-Feb-17
TBD	mltpd-43465	VEHICLE # 652	MOBILE	656CPP0996	23-Feb-17
Griffin	mltpd-745v a	VEHICLE # 120	MOBILE	656CPP1933	23-Feb-17
Hobbs	mltpd-741v	VEHICLE # 668	MOBILE	656CPP1934	23-Feb-17
Peterson	mltpd-737v	VEHICLE # 083	MOBILE	656CPP1935	23-Feb-17
Beauchamp	mltpd-745v b	VEHICLE #636	MOBILE	656CPP1936	23-Feb-17
N/A	mltpd-849pv	POOL VEHICLE # 849	MOBILE	656CPP1937	23-Feb-17
N/A	mltpd-848pv	POOL VEHICLE # 848	MOBILE	656CPP1938	23-Feb-17
N/A	mltpd-877pv	POOL VEHICLE # 877	MOBILE	656CPP1939	23-Feb-17
Hume	mltpd-713v b	PROPOSED VEHICLE # 514	MOBILE	656CPP1940	23-Feb-17
N/A	mltpd-514pv	POOL VEHICLE # 514	MOBILE	656CPP1941	23-Feb-17
TBD	mltpd-743v b		MOBILE	656CPP1942	23-Feb-17
Kidwell	mltpd-733v	VEHICLE # 140	MOBILE	656CPP1943	23-Feb-17
Sarff	mltpd-743v a	VEHICLE #119	MOBILE	656CPP1944	23-Feb-17
Alexander	mltpd-735v	VEHICLE # 118	MOBILE	656CPP1945	23-Feb-17
N/A	mltpd-020pv	DESKTOP - POOL VEHICLE # 020	MOBILE	656CPT2755	23-Feb-17
Johnson	mltpd-739v	VEHICLE # 650	MOBILE	656CPT2759	23-Feb-17

97% Covered Area Reliability  
DAQ 3.4

Exhibit 1- P25 TDMA Coverage Area

For Informational Use Only  
Coverage not guaranteed

# City of Tacoma Simulcast, McNeil Site and City of Puyallup Simulcast 800 MHz P25 Phase 2 TDMA



0 1 2 4 Miles  
1 inch = 7.1 miles

**Inbound from APX7000 portable radio, worn at hip-level  
using a Motorola -provided swivel case, standard speaker mic, and flex whip antenna**

Run\_55  
CBurdett