



CITY OF BALLWIN

14811 Manchester Road, Ballwin, MO 63011

BILL NO. 3770

ORDINANCE NO. _____

INTRODUCED BY

ALDERMEN TERBROCK, FINLEY, HARDER, DOGAN, FLEMING, LEAHY, BOERNER, KERLAGON

AN ORDINANCE AUTHORIZING A USER AGREEMENT WITH THE ST. LOUIS COUNTY EMERGENCY COMMUNICATIONS COMMISSION FOR SUBSCRIBER RADIOS FOR AN INTEROPERABLE RADIO SYSTEM FOR THE BALLWIN PUBLIC SAFETY DEPARTMENTS.

WHEREAS, the people of St. Louis County approved an emergency communications tax to fund, in part, an enhanced emergency communications system for all local public service agencies, including the City of Ballwin police and public works departments; and

WHEREAS, the Emergency Communications Commission established pursuant to that mandate of the people has now taken the steps necessary to initiate the creation and operation of an interoperable radio and communication system that will allow all public safety agencies – police, fire and public works departments - to communicate and coordinate response to emergency circumstances; and

WHEREAS, as part of the system the Commission is using the tax revenue approved by the voters to acquire, distribute and link new interoperable radios for use by public safety agencies as aforesaid, and it is the desire and intent of the Mayor and Board of Aldermen to enhance the safety of residents and assure the City's participation in that system by approving an agreement to acquire and operate this new communication equipment;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, MISSOURI, AS FOLLOWS:

SECTION ONE.

The City Administrator of the City of Ballwin is hereby authorized and directed to execute and enter into on behalf of the City of Ballwin one or more User Agreements for Subscriber Radios for an Interoperable Radio System with St. Louis County and the St. Louis County Emergency Communications Commission in substantial accord with the terms and conditions reflected on Exhibit A attached hereto and incorporated herein by this reference.

SECTION TWO.

The City Administrator is hereby also authorized and directed to take such administrative steps as may be necessary to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Agreement aforesaid.

SECTION THREE.

This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED this _____ day of _____, 2013.

TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2013.

TIM POGUE, MAYOR

ATTEST:

ROBERT KUNTZ, CITY ADMINISTRATOR



BALLWIN POLICE DEPARTMENT

MEMORANDUM

Date: January 7, 2013

To: Bob Kuntz, City Administrator

From: Chief Steven Schicker

Subject: St. Louis County ECC - User Agreement for Subscriber Radios

Mr. Kuntz,

The process in moving forward with the St. Louis County Interoperable Radio System and the St. Louis County Emergency Communications Commission (ECC) is requesting that we submit a User Agreement for Subscriber Radios by January 22, 2013. Attached is the finalized version of the User Agreement for Subscriber Radios, which is the results of discussions between the St. Louis County Counselor's Office and attorneys representing various municipalities.

This agreement is an authorization between City of Ballwin and the ECC to allow the ECC to provide radios to the City of Ballwin Police Department to enhance our ability to communicate for both routine and emergency operations, and to permit our use of the System. Additionally, Ballwin Police Department's subscriber use of mobile and portable radios and associated accessories is dependent on this agreement.

I am asking that the Board of Aldermen pass an ordinance authorizing this User Agreement. The User Agreement for Subscriber Radios must be submitted along with Exhibit "A", which I have also attached. Exhibit "A" was completed and submitted to the ECC on October 17, 2012. I have also included the ECC Countywide Radio System policy which was adopted by the ECC on May 10, 2012.

An email received today from ECC Executive Director David Barney advised are months away from presenting any of the Public Works/Parks/other municipal subscriber radio inventories to the Commission and the ECC is within their project schedule. He added that police and fire subscriber radios are affected by a federally-mandated manufacturing deadline, which prioritized those units. A list of subscriber radio needs for Public Works/Parks can be submitted to this Agreement at a later date by amendment.

Respectfully submitted,

Chief Steven Schicker

Attachments

**USER AGREEMENT FOR SUBSCRIBER RADIOS
INTEROPERABLE RADIO SYSTEM**

THIS AGREEMENT, Made and entered into this _____ day of _____,
201____, by and between ST. LOUIS COUNTY, MISSOURI, acting for the St. Louis County
Emergency Communications Commission, hereinafter referred to as "ECC"; and
CITY OF BALWIN _____, hereinafter referred to as "Agency";

WITNESSETH:

WHEREAS, ECC has entered into a contract with Motorola Solutions, Inc. ("Motorola") whereby Motorola is obligated to design, deliver, install, test, and maintain a county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (the "System");

WHEREAS, ECC intends to provide radios to Agency to enhance its ability to communicate for both routine and emergency operations and to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, Agency is authorized to enter into this Contract by Ordinance No. _____, and ECC is authorized to enter into this Contract by Ordinance No. 25,154;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following definitions apply to these terms, as used in this Agreement:

Infrastructure –all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems.

Subscriber Radios or Radios –mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH).

2. **Use of the System.** ECC hereby grants Agency permission to use the System, after it is installed, tested and accepted, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations.
- c. Agency shall commit to transitioning its operations to the System and, upon so doing, relinquishing unused VHF/UHF frequencies and associated licenses within its control. Agency shall cooperate with the ECC to develop a list of such frequencies, in compliance with the FCC Order dated February 21, 2012, DA 12-245, WT Docket 99-87.

3. **Title and Ownership of Subscriber Radios.** ECC agrees to transfer ownership of the Subscriber Radios specified in **Exhibit A** (Radios) which is appended hereto and made a part of this Agreement, to Agency to enhance its ability to communicate during routine and emergency operations anywhere within St. Louis County and the rest of the metropolitan area. Agency agrees to accept ownership of the specified Radios upon receipt and comply with all provisions of this Agreement. Agency shall not transfer, sell, give or otherwise dispose of any of the Radios without the consent of the ECC. During the term of this Agreement, ECC may purchase and transfer to Agency additional Radios. ECC and Agency agree that the provisions of this Agreement will apply to all such additional transfers of Radios accepted by Agency. ECC shall, upon each additional transfer, provide Agency with an updated **Exhibit A** which the parties agree may be added to this Agreement as an amendment signed by both parties. The Agency agrees to accept title to the Radios if such title is required.

Exhibit A is intended to accomplish a like-for-like replacement (see identification of standard Law Enforcement, Fire/EMS, and Local Government radios in sections 4.3, 4.4 and 4.5 of Countywide Radio System Policies Adopted May 10, 2012 attached hereto as **Exhibit B**) for each operational radio owned by Agency, as well as non-functioning radios that failed within the past two years and were not replaced by Agency in anticipation of entry into this Agreement. **Exhibit A** is not intended to accomplish a replacement of stockpiled out-of-service radios. In the event that the parties agree that **Exhibit A** is incomplete, ECC shall supply additional replacement radios and **Exhibit A** shall be amended accordingly. ECC will make the final decision on such matters.

Agency understands and agrees that it will be primarily responsible for funding and procuring additional radios in the event of growth of its individual programs. Agency agrees it generally must fund any cost differences for additional radio features or substitutions that it requests.

ECC agrees to procure and allocate a reasonable number of spare portable radios to participating agencies as deemed appropriate. Final decision on spare portable radio allocations will be made by ECC.

4. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming the Radios. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

5. **Radio Inventory Control.** Agency shall inspect each of the Radios upon receipt to make sure it is in good working order and free from defects and malfunctions. If each of the Radios is found free from defects/malfunctions Agency shall indicate its acceptance of each of the Radios on the Inventory Control Form, a sample of which is attached to this Agreement as **Exhibit C**. If any of the Radios is found to be defective and/or malfunctioning Agency shall describe the defects/malfunctions on the Inventory Control Form and promptly provide the form to the Director of Emergency Communications for ECC by fax or e-mail. Upon request, Agency will provide a written inventory of each of the Radios to the Emergency Communications Director. The report shall be in a format approved by the ECC.

6. **Property and Casualty Insurance.** Agency agrees to maintain such property and casualty insurance as it deems appropriate on each of the Radios. Although the ECC will pay for depot maintenance coverage (see Section 8) for malfunctions due to manufacturing defects, all costs attributed to the loss, breakage, misuse, or destruction of a Radio will be the responsibility of the Agency.

7. **Infrastructure.**

- a. System Design & Construction – The ECC will be responsible for all System design, site acquisition, construction, testing, cutover, and acceptance activities for the Infrastructure. Concentration will be given to outdoor coverage and building penetration, inter-agency interoperability, System redundancy, and network survivability.
- b. Operation, Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Infrastructure. The ECC will oversee and manage contractors authorized to maintain and support the Infrastructure.
- c. Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the equipment sites of the Infrastructure.
- d. Critical System Data – The ECC will ensure that all System data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St Louis County standards and best practices.

- e. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to Motorola practices.
- f. Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.
- g. System Inventory – The ECC shall be responsible to maintain and update an inventory of the Infrastructure in accordance with the fixed assets policies of St. Louis County.
- h. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Infrastructure, including contingency funding to address unforeseen emergency requirements.

8. **Subscriber Radio Warranty and Maintenance.** The ECC will provide the 1-year warranty as described in the Motorola Contract, subject to the exclusions, limitations, conditions and disclaimers stated therein. To the extent that ECC has sufficient funds available, the ECC will fund the annual depot maintenance costs for the Radios for the five-year post-warranty period (including any Radios that were purchased directly by the Agency from the Motorola Contract), subject to the exclusions, limitations, conditions and disclaimers stated in the Motorola Contract. In the event that ECC does not have the funds necessary to cover maintenance costs, ECC's obligation to pay for maintenance costs shall be terminated without financial penalty to ECC. ECC shall notify Agency in writing of its inability to provide continued appropriations to pay for maintenance costs. At such time, Agency and ECC will meet to discuss funding options to cover the maintenance costs. Agency agrees to take proper care of each of the Radios as recommended by the manufacturer and standard operating procedures. Agency will be responsible for coordinating repair scheduling and/or drop off with the maintenance contractor. Billable repairs caused by accident and/or misuse will be the responsibility of the Agency.

9. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Radios. The ECC will suspend the missing Radio's electronic registration within the System, so that it cannot be used by unauthorized persons.

10. **Training.** Agency agrees to provide and maintain training to personnel in the proper and safe use of the Radios. Motorola will conduct training classes as described in the Motorola Contract, and Agency will be invited to participate in such training.

11. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Radios for all of their operations, including those which may involve travel outside of the metropolitan area for special events and emergency/mutual aid response.

12. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

ECC:

Director of Emergency Communications
St. Louis County Police Department
7900 Forsyth Blvd.
Clayton, Missouri 63105
Fax: _____

With a copy to:

County Counselor
St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

AGENCY:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

MARIE CARL
CITY CLERK

CHIEF STEVEN
SCHICKLER/
CHIEF OF POLICE

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

13. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Radios, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Radios. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

14. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2019 unless sooner terminated pursuant to Section 15 or Section 16. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost to achieve the common goal of enhanced communications.

15. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 15A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

15A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

16. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

17. **Return of Radios.** Upon expiration or termination due to Agency default, the ECC may require that all Radios that it provided to Agency that are less than six years old be returned to the ECC and that title to such Radios be transferred to ECC or to another entity designated by the ECC. In the event that Agency's services are assumed by another agency participating in the System, Agency may transfer its Radios to that new agency with advance notice to ECC.

18. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

19. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

20. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the ECC the _____ day of _____, 2013.

Executed by the Agency the _____ day of _____, 201__.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.

COUNTY OF ST. LOUIS

Chairman, Emergency Communications
Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

EXHIBIT A : SUBSCRIBER RADIOS

LAW ENFORCEMENT

BALLWIN POLICE DEPARTMENT

QTY	
53	APX 6000 MODEL 2.5, DUAL DISPLAY, 800 MHz, w/GPS, LIMITED KEYPAD, w/REMOTE SPEAKER MIC, SPARE IMPRES BATTERY (OTHER STD ACCY'S INCLUDED)
0	APX 6000 MODEL 3.5 DUAL DISPLAY, 800 MHz, w/GPS, FULL KEYPAD, w/ REMOTE SPEAKER MIC, SPARE IMPRES BATTERY (OTHER STD ACCY'S INCLUDED)
0	VEHICLE MOUNTED POCKET CHARGER

QTY	
26	APX 7500 MODEL 05 STD REMOTE MOUNT STYLE SINGLE CONTROL HEAD, DUAL BAND 800 MHz/VHF/GPS, STD MICROPHONES
1	APX 7500 MODEL 05 STD REMOTE MOUNT STYLE DUAL CONTROL HEADS, DUAL BAND 800 MHz/VHF/GPS, STD MICROPHONES

Signature Indicates agency acknowledges Exhibit A as the allocation of Portable and Mobile radios and accessories, and agrees to the quantities and equipment types listed. Spare and Cache, control station, and/or unassigned radios are not being addressed or replaced at this time. The ECC will address these radios after related policy is approved.

X *Chief Steven Schicker*
Police Chief Signature

CHIEF STEVEN SCHICKER
Print Name

10/17/12
Date

Saint Louis **COUNTY**

EMERGENCY COMMUNICATIONS COMMISSION

COUNTYWIDE RADIO SYSTEM

Adopted May 10, 2012

1.0 Purpose

This document sets forth the policies for the distribution, ownership, technical support, maintenance, and operation of the countywide radio system, associated subsystems, and subscriber radios as provided by the St Louis County Emergency Communications Commission (ECC).

2.0 Definitions

- 2.1 Infrastructure – shall include all fixed electronic and civil components that make up the Countywide Radio System Network. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide radio recording systems.
- 2.2 Radio Dispatch Consoles & Subsystems – shall include video-display radio control consoles; backup radio consolettes; instant-replay position recorders; modular UPS systems; and associated backroom electronics.
- 2.3 Subscriber Radios – shall include all mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desk sets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

3.0 Infrastructure

- 3.1 System Design & Construction – The ECC will be responsible for all system design, site acquisition, construction, testing, cutover, and acceptance activities for the countywide radio system. Concentration will be given to outdoor coverage and building penetration, inter-agency interoperability, system redundancy, and network survivability.

- 3.2 Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the countywide radio system and all of its components listed in 2.1 above. The ECC will oversee and manage contractors authorized to maintain and support the system.
- 3.3 Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the remote (unstaffed) equipment sites of the countywide radio network.
- 3.4 Critical System Data – the ECC will ensure that all system data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St Louis County Standards and Best Practices.
- 3.5 Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills.
- 3.6 Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the countywide radio system. The ECC will investigate and remediate any complaints of interference or substandard performance of the system.
- 3.7 System Inventory – The ECC shall be responsible to maintain and update an inventory of the infrastructure components of the countywide radio system, in accordance with the fixed asset policies of St Louis County.
- 3.8 System Funding – The ECC shall, on an annual basis, budget sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the countywide radio system, including contingency funding to address unforeseen emergency requirements.

- 4.0 Subscriber Radios
- 4.1 Subscriber Radios - The ECC will be responsible for the procurement, installation, and programming of the subscriber radios for all user agencies within St Louis County. The ECC's responsibility for procurement and installation of such subscriber radios is limited to the initial project allocation for each agency, and

does not extend to individual agency program growth, or the need for additional radios in the future – in such cases, individual agencies must fund and procure their own additional radios. Initial project allocation of radios to individual agencies will be handled in accordance with 4.2 below.

- 4.2 Allocation of Subscriber Radios – In general, the ECC will provide to each approved user agency one like-for-like replacement subscriber radio (see 4.3, 4.4, and 4.5 below) for each operational subscriber radio owned by the individual agency; in addition, a like-for-like replacement may be provided for non-functioning user agency radios that failed in the past two years, and that were not replaced by that agency in anticipation of the ECC radio allocations. Stockpiled radios that are not in service will not be replaced by the ECC. Final decision on individual radio allocations will be made by ECC staff.
- 4.3 Law Enforcement Subscriber Radios – The standard mobile radio for law enforcement agencies shall be the Motorola APX7500 dual-band (800MHz/VHF) model. The standard portable radio for law enforcement agencies shall be the Motorola APX6000 (800MHz) model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.4 Fire/EMS Subscriber Radios – The standard mobile radio for fire/EMS agencies shall be the Motorola APX7500 dual-band (800MHz/VHF) model. The standard portable radio for fire/EMS agencies shall be the Motorola APX7000XE dual-band (800MHz/VHF) "extreme environment" model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.5 Local Government Subscriber Radios – The standard mobile radio for local government agencies shall be the Motorola XTL2500 (800MHz) model. The standard portable radio for local government agencies shall be the Motorola XTS2500 (800MHz) model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.6 Spare Portable Subscriber Radios – The ECC shall procure and allocate a reasonable number of spare portable radios to agencies as deemed appropriate. Final decision on spare portable radio allocations will be made by ECC staff.

- 4.7 Additional Subscriber Radio Accessories – The ECC may procure and distribute extra portable radio batteries and multi-unit chargers to agencies as deemed appropriate. Final decision on such items will be made by ECC staff.
- 4.8 Additional Subscriber Radio Features/Model Substitutions – Unless otherwise provided, agencies desiring additional subscriber radio features (such as encryption) or radio model substitutions (dual-band in place of single band) must fund the difference in cost.
- 4.9 Data Conversion – Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies.
- 4.10 Fleetmapping & Interoperability Template Design – The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for all user agencies. This will include design of specific talk groups to meet the routine needs of individual agency operations.
- 4.11 Title and Ownership – Upon receipt of subscriber radios from the ECC, title and ownership of said units will pass to the receiving agency. Such equipment shall not be disposed of in any manner without the express consent of the ECC.
- 4.12 Subscriber Radio Maintenance – The ECC will be responsible to fund the annual depot maintenance contract for all user agency subscriber radios provided by the ECC. Such coverage shall continue for a period of six (6) years following system acceptance (one year warranty + five years post-warranty maintenance). The ECC will also pay for the five-year post-warranty maintenance cost for any subscriber radios that are purchased directly by user agencies due to growth, new programs, etc. from the ECC contract for use on the radio system. Individual user agencies will be responsible to coordinate subscriber repair scheduling and/or drop-off with the contractor. Billable radio repairs caused by accident and/or radio misuse will be the responsibility of the user agency.
- 4.13 Memorandum of Understanding (MOU) – Each user agency that receives subscriber radio equipment from the ECC must sign an MOU agreeing to 4.1 through 4.12 above, and to operate all radio equipment in accordance with ECC policy and FCC regulations.