

**RADIO SYSTEM LICENSE AGREEMENT**

**THIS LICENSE** is hereby granted as of December 6, 2022, by the **City of Oklahoma City**, a municipal corporation located at 200 N. Walker Ave., Oklahoma City, OK 73102 (“Licensor”) to Town of Valley Brook, located at 1608 SE 59<sup>th</sup>, Oklahoma City, OK 73149, a municipal corporation (“Licensee”).

**WITNESSETH:**

WHEREAS, The City of Oklahoma City owns an 800 MHz Trunked Radio System (“TRS”) and is duly licensed by the Federal Communications Commission (“FCC”) for the operation of same, and

WHEREAS, the Town of Valley Brook desires to utilize the TRS for daily operational needs and to facilitate both radio operability and interoperability within the region, and

WHEREAS, the City of Oklahoma City desires to enhance both radio operability and interoperability within the region;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, agree as follows:

**1 DEFINITIONS**

All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different

meaning. For purposes of this license agreement, the following terms and phrases shall have the meaning subscribed herein:

1.1 The Parties

The City of Oklahoma City, a municipal corporation, The Town of Valley Brook, a municipal corporation

1.2 License

The written agreement between the City of Oklahoma City and the Town of Valley Brook covering the radio system services to be provided, and covering the duties, obligations and rights of the Parties and including any amendments thereto.

1.3 Radio System

The 800 MHz Trunked Radio System (“TRS”) owned and operated by the City of Oklahoma City, and licensed by the FCC, for specific purposes which enable audio conversations to be conducted between users utilizing specific radio terminal equipment.

1.4 Radio Terminal Equipment

Mobile, stationary, or portable communications devices communicating among themselves over specific air wave frequencies.

1.5 Talkgroup

A designated identifier within a trunked radio system used to group users with common conversational needs. Logically equivalent to the term “channel” when referring to conventional radio systems.

### 1.6 Public Safety Agency

Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.

### 1.7 Maintenance

Maintenance includes parts and labor maintenance conducted by the Licensor on items owned by the Licensee. These items must be current production models that are still supported with parts by the manufacturer. This includes all repairs except those required due to damage caused by misuse, abuse, force de majeure, acts of civil unrest, or war.

Accessory items that are not required to make the radio functional, such as earpieces, lapel mics, surveillance packages, carrying cases, etc. are not covered. Items required for the radio to be functional such as antennas and batteries will be replaced on a one for one basis as needed with new or refurbished products at the discretion of the Licensor.

## 2 **OBLIGATIONS OF THE LICENSOR**

Licensor agrees that during the term of this agreement, it shall:

- A. Permit the Licensee access to the Radio System for purposes of conducting daily operational business;

- B. Permit the Licensee access to the Radio System for purposes of radio interoperability with other Public Safety Agencies, both within the TRS and external to the TRS as provided by the system capabilities;
- C. Provide the Licensee with programming services as necessary to provide mutually agreed access to, and functionality of the Radio System in accordance with the currently published fee schedule;
- D. Provide the Licensee with mobile Radio Terminal Equipment installation service in accordance with the currently published fee schedule;
- E. Upon notification that one or more units of the Licensee's Radio Terminal Equipment has been lost or stolen, the Licensor will take all reasonable actions to prevent any of the Licensee's lost or stolen units from gaining access to the Radio System;
- F. Provide the same level of priority access to the Radio System as that afforded to the Licensor.
- G. Provide the Licensee with maintenance services as defined above in 1.7

### **3 OBLIGATIONS OF THE LICENSEE**

Licensee agrees that during the term of this agreement, it shall:

- A. Assume all cost and responsibility for providing Radio Terminal Equipment meeting the technical specification standards as set by the Licensor;
- B. Pay all applicable fees as provided in the fee schedules set forth in Exhibit A;
- C. Provide all necessary mounting accessories as needed to perform mobile radio installation;

- D. Coordinate mobile radio installation with the Licensor as needed to accomplish mutually acceptable scheduling;
- E. Provide its Radio Terminal Equipment to the Licensor for purposes of inventory, marking, and unit identification;
- F. Provide the Licensor with a minimum of ten (10) working days prior notification of any intent to increase or decrease the number of Radio Terminal Equipment units in use by the Licensee;
- G. Provide its Radio Terminal Equipment to the Licensor for purposes of programming and repair;
- H. Upon notification that one or more units of its Radio Terminal Equipment have been lost or stolen, take all reasonable actions to notify the Licensor at the earliest possible opportunity.

#### **4 OBSERVANCE OF LAWS, RULES, AND REGULATIONS**

The Parties agree to observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those enforced by the FCC, as well as those applicable administrative rules of the Parties that are now in effect or that may become effective during the term of this License. The Parties acknowledge that, should any statute, rule, regulation, or administrative rule change during the term of this License, and if this change necessitates a modification of the License, the modification may be effectuated by the other party without incurring any liability for such modification. The Parties also agree to amend the License Agreement to conform with said change of law. Provided, however, either party may terminate

this Agreement in the event that such change in law or rule-making make the terms of this Agreement untenable to the Parties.

## **5 LICENSE PERIOD / TERM / TERM RENEWAL AND TERMINATION**

This License shall be effective upon the execution of the Agreement by all parties through June 30, 2023, at midnight, with an option to renew for four (4) successive terms ending the 30<sup>th</sup> day of June of each year under the same terms and conditions, provided both parties agree to renew, subject to annual appropriations.

### **5.1 Discretionary Termination**

This Agreement may be terminated by either Party for any reason or cause, or no reason at all, upon sixty (60) days written notice to the Parties.

### **5.2 Payment upon Termination**

Upon receipt of the written notice of termination, the Licensee shall pay the Licensor for all outstanding expenses, costs and charges incurred and all work and services rendered up to the time of termination.

## **6 NOTICES**

All notices and orders given pursuant to this License shall be in writing, delivered to either party using either a traceable delivery service or certified mail. Notices and orders are to be addressed as follows:

If to Town of Valley Brook

Valley Brook Police Dept.  
1608 SE 59<sup>th</sup>  
Oklahoma City, OK 73149  
Attn: Darren Johnson

If to the City of Oklahoma City:

The City of Oklahoma City  
Information Technology  
100 N. Walker Ave., Suite 600

Oklahoma City, Oklahoma 73102  
Attn: Christine Fogt  
Office Administrator

The person and the place to which notices are to be mailed to either party may be changed from time to time by notice given in accordance with the provisions of this section.

**7 ENTIRE AGREEMENT**

This agreement, including its exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of The Parties. Neither the Licensee nor the Licensor has made or shall be bound by any agreement or any representation to the other concerning this agreement, which is not expressly set forth herein.

**8 SEVERABILITY**

In the event that any provision, clause, portion or section of this agreement is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this agreement.

**9 AMENDMENT**

This License may be modified only by a written amendment of subsequent date hereto, approved and signed by The Parties.

**10 DESCRIPTIVE HEADINGS**

The descriptive headings of the sections of this License are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation or effect of this agreement.

**11 CONSTRUCTION AND ENFORCEMENT**

This License shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

**12 SURVIVAL OR REPRESENTATIONS**

All representation and covenants of the parties shall survive the expiration of this License.

**13 PARTIES BOUND**

This License shall be binding upon and inure to the benefit of all parties. This License is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

**14 VENUE OF ACTION**

The parties agree that if any legal action is brought pursuant to this License, such action shall be instituted in the district court of Oklahoma County.

**15 EFFECTIVE DATE**

The effective date of this License shall be the execution of this agreement by the Parties.

**16 NAME AND LOGO**

Neither party shall use the other party's name or logo, nor that of any other subcontractors or participating entities, without their prior written permission.

**17 NO WAIVER**

No omission or delay by either party to this License at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this agreement, shall



be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

## **18 FORCE MAJEURE**

In the event that performance by either party of any of its obligations or undertakings under this agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire, epidemic and/or pandemic or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

## **19 SEVERAL LIABILITY**

19.1 This License Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form whatsoever.

19.2 All parties shall be exclusively liable for the loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 §§151 et seq. and as amended. The Parties are separate legal entities and no party shall be liable for the acts and omissions of the other party.

19.3 The Licensee shall provide either a certificate of insurance or a letter of self-insurance.

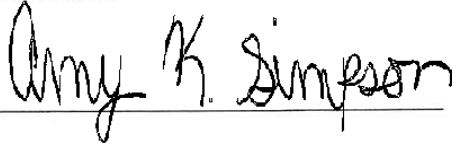
## **20 SERVICE INTERRUPTION**

Licensor does not guarantee 100% coverage or service availability. To the extent that service interruption does occur, Licensor will take reasonable steps to remedy the cause of

such interruption and restore service to the previous standard of service. Licensor will not be liable to Licensee for lost service during such period of service loss.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their authorized representatives on or as of the day and year first hereinabove written.

ATTEST:




City Clerk

(Seal)

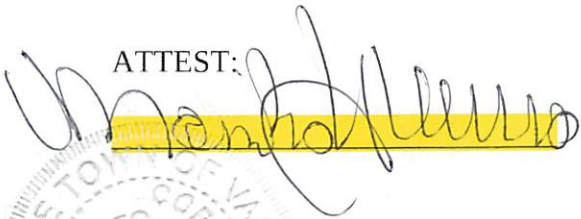
REVIEWED as to form and legality.

  
Assistant Municipal Counselor

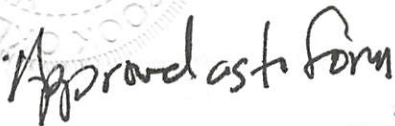
Town of Valley Brook

  
Mayor

ATTEST:



(Seal)



## EXHIBIT A

### FEE SCHEDULE

#### **CAPITAL REPLACEMENT ALLOCATION FEE (\$195 PER RADIO/PER YEAR)**

| FY 2023    | FY 2024    | FY 2025    | FY 2026    | FY 2027    |                                      |
|------------|------------|------------|------------|------------|--------------------------------------|
| \$1,462.50 | \$2,925.00 | \$2,925.00 | \$2,925.00 | \$2,925.00 | Radio System Upgrade to P25 Standard |

Capital Replacement Allocation fee will be assessed annually over the next ten years. The fee is proportional to the total number of users of the system and assessed based upon the number of radios in use by each Licensee. The fee will not increase beyond its initial amount, unless it is due to an increasing number of radios used by Licensee. Should the total number of system users increase, the Licensee's portion would decrease and reduce the annual fee.

#### **USAGE FEES**

| FY 2023                      | FY 2024                      | FY 2025                      | FY 2026                      | FY 2027                      |  |
|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|--|
| \$15.39 per radio, per month | \$15.85 per radio, per month | \$16.33 per radio, per month | \$16.82 per radio, per month | \$17.32 per radio, per month | Portable radio usage and maintenance                   |
| \$22.15 per radio, per month | \$22.81 per radio, per month | \$23.49 per radio, per month | \$24.19 per radio, per month | \$24.91 per radio, per month | Mobile, desktop, or racked radio usage and maintenance |

Usage fees will increase three percent (3%) annually. Maintenance applies to normal wear and tear of the terminal equipment. Damaged equipment is not covered under the terms of maintenance and is the financial responsibility of the Licensee. Maintenance is defined in Section 1.7 of the License Agreement. Maintenance is to be provided at the Oklahoma City Radio Shop.

#### **MOBILE INSTALLATION**

|                    |                     |                  |                   |
|--------------------|---------------------|------------------|-------------------|
| Police Front Mount | Police Remote Mount | Fire Front Mount | Fire Remote Mount |
|--------------------|---------------------|------------------|-------------------|

|                    |                    |                    |                    |
|--------------------|--------------------|--------------------|--------------------|
| \$145.00 / install | \$203.00 / install | \$203.00 / install | \$319.00 / install |
|--------------------|--------------------|--------------------|--------------------|

Mobile installation is provided by the Oklahoma City Radio Shop. Licensee is responsible for provision of mounting hardware and vehicle antenna. Installation requests will be scheduled in advance with Radio Shop management. The fee is applicable for each installation occurrence, including vehicle replacement and/or transfer of equipment.

### **BILLING FREQUENCY**

Capital Replacement Allocation fee will be billed annually in July of each new fiscal year. Usage and installation fees will be billed semi-annually in arrears. Invoices will include monthly radio usage fees and the total number of mobile installations performed during the 6-month billing period.