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City Clerk's Office
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Tacoma WA 98402-3769

ORIGINAL

DOCUMENT TITLE

Interlocal Agreement

Grantor

City of Tacoma

Grantee

City of Puyallup

Description

Interlocal agreement with the City of Puyallup to update the operational relationship regarding the 800MHz radio communications interoperability network.

Reference Number

Assessor's Parcel Number

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF TACOMA
AND
CITY OF PUYALLUP**

THIS INTERLOCAL AGREEMENT ("Agreement"), is made and entered into on this 16th day of November, 2009, by and between the CITY OF TACOMA, (hereinafter "Tacoma"), and CITY OF PUYALLUP, (hereinafter "Puyallup"), hereinafter referred to collectively as "Parties".

RECITALS

WHEREAS this agreement is entered pursuant to the authority granted by RCW 39.34, the Interlocal Cooperation Act, and

WHEREAS on or about September 18, 2007, the Parties entered an Interlocal Agreement pursuant to Tacoma City Council Resolution No. 37252 and Puyallup City Council Resolution No 2056 in order to form a partnership to support the development of an 800 MHz radio communications interoperability network by utilizing common technical standards, using common radio systems linked with other regional public safety systems, and use of dispatch centers linked to a common network; and said agreement was recorded with the Pierce County Auditor's Office, under recording number 200711070510, (herein "Original Interlocal Agreement"), and

WHEREAS the Parties have determined that the Original Interlocal Agreement should be replaced in its entirety and superseded with this updated Agreement which better defines the current operational relationship between the Parties, and

WHEREAS the Parties will collaborate with each other pursuant to this Agreement to assure successful ongoing operations, and

WHEREAS as provided hereunder Puyallup will continue utilizing Tacoma system ID 830D and capabilities of Tacoma's master site, and

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. **REPLACE AND SUPERCEDE.** The Original Interlocal Agreement is hereby terminated, and will have no further legal force and effect. This Agreement hereby replaces the Original Interlocal Agreement in its entirety, and this Agreement will solely govern the operational relationship between the Parties with respect to Puyallup's utilization of Tacoma's System ID 830D and Tacoma's master site.
2. **PURPOSE.** For the term of this agreement, Puyallup will use Tacoma's System ID 830D, Tacoma SmartZone 4.1, master site capabilities consistent with this Agreement.

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3. **SCOPE OF SERVICES.** The Parties agree to perform their respective obligations as described in the following exhibits attached hereto and incorporated herein:

EXHIBIT A: Responsibilities of the Parties

EXHIBIT B: Schedule of Fees

EXHIBIT C: Advanced System Key Agreement

EXHIBIT D: Talkgroup Agreement

EXHIBIT E: Assigned ID Blocks

4. **TERM.** The term of this Agreement will be indefinite and will continue from year to year until terminated earlier by mutual agreement of the Parties, by notice of termination, in writing, given by one party to the other. Either party may terminate this Agreement without cause and for convenience by serving written notice of termination upon the other party at least 365 days prior to the date of termination.
5. **AMENDMENTS.** This Agreement may be amended at any time by the mutual written consent of both parties.
6. **COSTS.** Within 30 days of acceptance of this Agreement by both Parties, Puyallup will pay Tacoma for certain annual and periodic master site costs and expenses retroactive to January 1, 2009, including ongoing services and technical support, as described in Exhibit B Schedule of fees, and Exhibit F, Radio Service Center Agreement. Payments will be made within thirty (30) days of invoice date.
7. **PROPERTY.** No real property will be acquired or held pursuant to this Agreement.
8. **OTHER AGENCIES.** Tacoma may periodically, at its sole discretion, allow other agencies to utilize Tacoma's system ID 830D and use Tacoma's master site consistent with the terms of this Agreement and Exhibits, provided that any allowed use by other agencies shall not cause or result in adverse impacts to Puyallup's use and ability to use said system and site.
9. **FILING.** A copy of this Agreement will be filed with the Pierce County Auditor, the City Clerk of Tacoma, and the City Clerk of Puyallup, provided, however, that failure to file will not affect the validity of this Agreement.
10. **NOTICES.** Any notices or other contacts required under the terms of this Agreement must be directed to the following:

To the City of Puyallup:
Ron Tiedeman, Director IT & Comm.
333 South Meridian
Puyallup, WA 98371

To the City of Tacoma:
Steve Taylor, Net/Comm Manager
733 Market Street
Tacoma, WA 98402

11. GENERAL PROVISIONS. This Agreement contains all of the Agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior Agreement will be effective for any purpose. Except as provided in Exhibit A (9), no provision of the Agreement may be amended or modified except by written agreement signed by the parties. Any provision of the Agreement that is declared invalid or illegal will in no way affect or invalidate any other provision hereof and such other provisions will remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF TACOMA



Eric A. Anderson
City Manager

CITY OF PUYALLUP

See attached City of Puyallup
Contract Signature Page

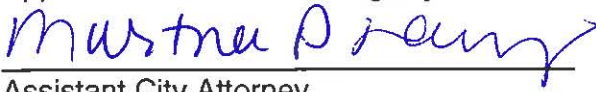


Michelle Lewis-Hodges
Information Technology Director




Robert K. Biles
Finance Director

Approved as to form and legality:



Martina D. Searcy
Assistant City Attorney



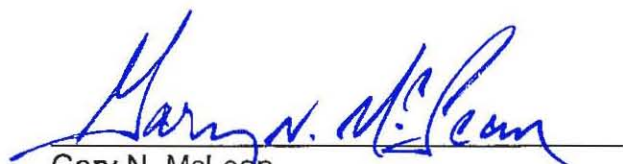
Debbie Dahlstrom
Risk Manager

Attest:



Doris Sorum
City Clerk

CITY OF PUYALLUP



Gary N. McLean
City Manager

CITY OF TACOMA

See attached City of Tacoma
Signature Page

Approved as to form:



Cheryl F. Carlson
City Attorney

Attest:



Barbara J. Price
City Clerk

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EXHIBIT "A" RESPONSIBILITIES OF THE PARTIES

1. General

Tacoma owns and operates a SmartZone 4.1 800 MHz public safety radio communications network including prime site, 5 fourteen channel simulcast sites, 1 five channel IntelliRepeater site, Gold Elite dispatch center equipment and Master Site. Tacoma provides master site services to most primary and secondary PSAPs in Pierce County, including the City of Puyallup.

Puyallup owns and operates a SmartZone 4.1 800 MHz public safety radio system, including 2 five frequency simulcast sites, a prime site and a 5 position Gold Elite dispatch system.

Each party owns Harris microwave equipment capable of connecting one system to the other. Tacoma currently allows Puyallup to connect to Tacoma's master site with Qwest leased T-1 lines. Upon acceptance of this agreement by both parties, Tacoma authorizes Puyallup to replace the T-1 connections with a microwave connection to Tacoma's Harris microwave equipment at 9th and Cushman. Puyallup will bear all costs associated with disconnecting the T-1 lines and connecting the microwave, including installation and ongoing maintenance. Upon termination of this Agreement, Tacoma will disconnect its microwave equipment from the Puyallup system.

Tacoma's written approval will be required should Puyallup desire to add additional infrastructure equipment to the Puyallup sub system that requires use of Tacoma master site capabilities. Such approval will not be unreasonably withheld. Prior to granting approval, Tacoma may request information it deems necessary to make an informed decision and Puyallup agrees to provide such information.

Tacoma will make the shared talkgroups listed in Exhibit E available to Law Enforcement and Fire/EMS users of all radio systems connected to the master site and will communicate to Puyallup the name and talkgroup ID of those talkgroups. Puyallup agrees these talkgroups will be available for use on its subsystem at all times.

2. Physical space, power and HVAC

Tacoma will provide rack or other space in the Tacoma master site for Puyallup equipment installed June 30, 2009 or before and additional master site space, if available, for future Puyallup equipment. Tacoma's approval for future equipment is required and Tacoma will not unreasonably withhold such approval.

Tacoma will provide and pay for power to Puyallup equipment at the master site, based on what is available on June 30, 2009 at no cost to Puyallup. Puyallup will provide power specifications in a reasonable time period for any future equipment associated with its subsystem intended for installation at the master site. If such equipment requires more power than is available, such power will be provided by Puyallup at Puyallup's expense. Puyallup will provide all reasonable technical

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information requested by Tacoma for purposes of evaluating power requirements and availability. Puyallup will apply for all necessary permits and equipment installation shall comply with all Tacoma codes.

Tacoma will provide power for HVAC equipment installed at the master site on or before June 30, 2009 at no cost to Puyallup. If future Puyallup equipment requires more heating or cooling than is available, Puyallup will pay for all HVAC upgrade or modification costs associated with Puyallup equipment. Tacoma will continue to pay for power for the upgraded equipment at no cost to Puyallup, consistent with this Agreement. Puyallup will provide all reasonable technical information requested by Tacoma for purposes of evaluating HVAC requirements. Tacoma will provide Puyallup all information, data and analyses demonstrating any need for HVAC upgrades or modifications Tacoma asserts to be needed due to future Puyallup equipment. Puyallup will apply for all necessary permits and equipment installation shall comply with all Tacoma codes.

Placement of Puyallup's equipment at any Tacoma owned location will be reviewed by Tacoma, and if acceptable to Tacoma, approved and coordinated with Puyallup prior to installation or modification. Puyallup will bear all costs associated with work related to its own equipment at Tacoma sites as deemed necessary by the Parties.

3. System-wide Services

For security and network-wide database integrity purposes, Tacoma will have and maintain sole control of and access to all system and network wide capabilities.

Tacoma will provide the following System-wide services for operation of Puyallup's subsystem:

- Zone connectivity
- Console Database Manager (CDM) adds, changes or deletes
- Advanced System Key (ASK) generation
- Radio inhibits
- Talkgroup modifications
- Star system alarm monitoring
- Selected system reports
- Digital Interface Unit (DIU) key loading
- Other reasonable technical services requested by Puyallup within the scope of Tacoma's capabilities to deliver and consistent with this Agreement.

All services provided to Puyallup are on a time and materials basis, per Exhibit B.

Puyallup will make requests for Tacoma services by sending an email request to the Radio Service Center via 800help@cityoftacoma.org. Tacoma will not commence or provide services requested by any other means without email verification to the RSC. The RSC will acknowledge email requests in a timely manner. Requests made during normal working hours will be placed in RSC work flow and completed as soon as possible.

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In general, requests for routine subscriber and network services are expected to be fulfilled by close of business the day received. Requests received after hours or weekends are usually completed the next business day following receipt.

Urgent requests affecting critical operations in process will receive the highest priority. Priority or emergency support calls will receive a call back with in 1 hour of notification to RSC personnel by Puyallup authorized personnel. Appropriate RSC resources will be available and assigned by Tacoma to fulfill the request on a 24x7 basis.

Puyallup authorizes the following personnel to make requests for service through the individual Puyallup individual email accounts below and authorizes Tacoma to act on such requests, consistent with the terms of this Agreement. Puyallup agrees the Email accounts assigned to Authorized Reporting Party are for use solely by those identified and that Tacoma will not verify the email is sent by the Authorized Personnel. Requests for services from email accounts other than those authorized below will be forwarded by Tacoma to <<PUYALLUP name, email>>.

Authorized Reporting Party	Organization	Email	Telephone
Ron Tiedeman	City of Puyallup	rtiedeman@ci.puyallup.wa.us	253-840-6674
Tim Hannah	City of Puyallup	thannah@ci.puyallup.wa.us	253-841-5434
Mitch Harris or Ron Taylor	City of Puyallup Contractor	Mitch.Harris@motorola.com ronald.taylor@motorola.com	253-864-4172

System-wide services:

In the event Puyallup cannot make a service request via email because either or both of the Parties email services are not available at the time of the request, any of the Authorized Reporting Party, above, may place a telephone request to the RSC at 253-591-5487. Tacoma agrees to make its best endeavor to verify the caller is an Authorized Reporting Party and to understand, document and fulfill the request consistent with this Agreement. Puyallup agrees that Tacoma's documentation of the telephone call is accurate and represents the sole record of the telephone request. Upon restoration of email services, Tacoma will provide documentation of the requests made during service outage to Puyallup.

The following describes the system-wide services provided by Tacoma.

Console Database Manager Access: For security and database integrity purposes, Tacoma will retain sole access to the CDM since it affects all console systems and all users. Tacoma will provide Puyallup CDM information upon request. Puyallup and other agencies are prohibited from installing or running CDM software on any Gold Elite consoles with a connection to the master site. Puyallup and other dispatch agencies with a network connection to the master site are required to do their own MUPL'ing and screen configurations as well as perform any needed maintenance

and repairs. The RSC will work with Puyallup and other agencies to address CDM issues and provide necessary CDM information when requested.

Radio Control Manager (RCM) access: Direct RCM access by Puyallup and other agencies is prohibited. The RSC will provide necessary and reasonable RCM services upon request.

User Configuration System (UCS) access: Tacoma will provide UCS services for addition or deletion of Puyallup talkgroups upon request by Puyallup.

Zone Watch: Tacoma retains sole access to Zone Watch for use in monitoring all connected subsystems. Individual agencies can monitor their own subsystem or talkgroups by purchasing a third party application that provides similar capabilities but do not require a connection to the master site.

Star System Alarming: The RSC provides 24x7 monitoring of Star System alarming equipment on Puyallup's subsystem as a courtesy. Puyallup is responsible for notifying Tacoma of any changes made to its Star System equipment, including new equipment on expansion sites. Tacoma will adjust its monitoring equipment to reflect such changes. Should Puyallup implement its own alarm reporting devices on the microwave or its network, Puyallup as a courtesy will notify Tacoma within a reasonable time prior to implementation. In that event Tacoma will cease monitoring affected Puyallup equipment.

Alias Database Manager (ADM): Tacoma will provide Puyallup the user IDs listed in Exhibit F. Individual system owner agencies with systems interfaced to the Master Site are allowed to change ID's only within their individually assigned block, but must follow Tacoma's standard format aliases.

Puyallup may change assigned ID's for its own user agencies providing such changes are within the ID block assigned to Puyallup.

Zone Control Manager (ZCM): Individual agencies can request the RSC to have ZCM settings modified. Individual Channels on their agency subsystems can be enabled and disabled locally on their own simulcast controllers if needed.

Reports: Agencies can request SmartZone System reports from the RSC or purchase a third party application for further reports for their subsystem. The RSC will provide reports in the format currently available at the time of request. Unless related to a public safety emergency, such requests will be placed in the normal RSC work queue.

Advanced System Key (s): The RSC will provide Puyallup an Advanced System Key (ASK) (Exhibit C) for subscriber programming purposes. ASK use is limited to subscribers using Puyallup's subsystem within Puyallup's assigned ID block and has a 90 day expiration. Tacoma will review ASK usage every 90 days and, providing Puyallup has followed ASK agreement procedures, issue a replacement ASK with a new 90 day expiration date. Prior to issuing an ASK, Puyallup will enter into an

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"Advanced System Key Agreement" defining talkgroups that are allowed to be programmed and other details involved with subscriber programming. The ASK issued by the RSC is for programming associated with Tacoma System ID 830D only. Puyallup agrees to obtain written authorization from other SmartZone 4.1 system owners to use their System Keys or Advanced System Keys.

Encryption Keys: The RSC will provide encryption key codes for Puyallup's encrypted talkgroups and will load them onto as many of Puyallup's Key Variable Loader's (KVL) as requested. For security purposes, the RSC loads Metro keys into individual KVL's but does not provide the code. This prevents the code from being distributed without RSC knowledge. Puyallup and other Individual owner agencies must sign the "Metro Encryption Key Agreement", included herein as Exhibit D, that outlines which type of radio is authorized to have the Metro keys loaded in them and who is authorized to load them. The RSC will load all owner-provided KVL's that Puyallup purchases at the current RSC rate. Puyallup may add or modify its own keys at any time, however if Gold Elite console access is desired on those talkgroups, coordination with the RSC is required to coordinate Tacoma loading the DIU's.

4. Microwave connection to Master Site

Puyallup will maintain both sides of the Microwave connection terminating at Tacoma's Cushman site. Tacoma retains ownership of its end of the microwave path but Puyallup will diagnose, repair and replace items when needed. The RSC will provide and maintain connectivity from the Cushman site to the master site. Puyallup and other owner agencies will maintain their own channel bank and wiring at the master site. Agency technical personnel are required to notify the RSC by email to 800help@cityoftacoma.org for 24x7 access to both sites and RSC response to the notification is required prior to being on site at either location. RSC personnel costs will be incurred by Puyallup per fee schedule of Exhibit B.

5. Master Site Equipment Support and Maintenance

Tacoma provides 24x7 support of its own equipment at the master site and its own infrastructure. Tacoma does not provide 24x7 support of Puyallup's subsystem or Puyallup's equipment at the master site. Puyallup can provide its own support personnel to service and troubleshoot their equipment installed at the master site including but not limited to their own channel banks, AEB cards, DIU's, CSU's, and ADM server connectivity. The DIU's are pooled across all system channels. The RSC will assist Puyallup in determining which DIU's are associated with the Puyallup subsystem. Tacoma's approval of Puyallup's support authorized reporting party with access to the Master Site is required and shall not unreasonably be withheld.

The RSC will facilitate 24x7 access to the master site for Puyallup personnel or Puyallup service contract personnel approved by Tacoma. Notification to the RSC via 800help@cityoftacoma.org, with corresponding response by RSC, is required for each requested access. Check-in at the Tacoma Fire Communications Center (TFCC) is required for each master site access. The RSC will alert and coordinate

access with the TFCC. Involvement by RSC personnel costs will be incurred by Puyallup subject to the fee schedule of Exhibit B.

Puyallup personnel may be subject to a background check at Tacoma's discretion and will provide documentation for successfully completing SmartZone System Technician training through AST009 or equivalent. The RSC will provide identity badges for approved support personnel and invoice Puyallup on a time and material basis.

6. Authorization to use Tacoma Talk Around Frequencies

Tacoma authorizes Puyallup to use the Tacoma 800 MHz frequencies listed below for talkaround purposes. Consistent with all NPSPAC Region 43 guideline so Tacoma talkaround frequency will be used outside of Pierce County. All agencies utilizing Tacoma talk around frequencies must receive written permission from Tacoma and abide by Tacoma's terms of usage.

Department	Description	Transmit / Receive Freq	Transmit PL
Puyallup Police Department	Encrypted PPD Talkaround	866.575	156.7
Puyallup Communications Center	Encrypted PPD/CPFR Talkaround	866.100	156.7
Puyallup Public Works Department	PPW Talkaround	868.050	156.7
Puyallup Communications Center	Puyallup City Talkaround	867.125	156.7

7. Master Site Service and Support

Tacoma will periodically change, program, upgrade or maintain the Master Site or its own equipment in a manner that may include a temporary reduction of services to Puyallup and other users of the master site. All planned service reductions will be communicated by the RSC to affected agencies with a reasonable amount of advance notification. Planned service reductions will be scheduled during lighter periods of system usage and always scheduled such that critical police or fire operations are minimally disrupted.

At the time of the service interruption, the RSC will poll affected dispatch centers for critical communications that may be in progress. The interruption will be delayed or rescheduled if any dispatch center requests a delay that would affect its own in-progress event.

8. Puyallup Subsystem Service and Support

Puyallup may periodically change, program, upgrade or maintain its subsystem or its own equipment in a manner that may include a temporary reduction of services to users of the master site. All planned reductions of service will be communicated by Puyallup to Tacoma via 800help@cityoftacoma.org with a reasonable amount of advance notification. Through the RSC, Tacoma will communicate the nature and timing of service reductions to other affected agencies. Planned service outages will be scheduled during lighter periods of system usage and always scheduled such

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that critical police or fire operations are minimally disrupted. At the time of disruption, the RSC will poll all affected dispatch centers for critical communications that may be in progress and communicate the results with Puyallup. Puyallup agrees its service disruption will be delayed or rescheduled if the RSC reports any dispatch center has requested a delay due to an in-progress event.

9. Miscellaneous

Final Software Enhancement Release (SER). All SmartZone 4.1 and Gold Elite equipment utilizing the Tacoma Master Site will be at Z-Release.

Compliance with Laws. Each Party agrees to comply with all applicable federal and state laws, rules and regulations. Nothing in this Agreement prevents any Party from exercising any authority it may have under law.

Compliance with National Incident Management System (NIMS). Homeland Security Presidential Directive 5 (HSPD-5) requires Federal departments and agencies to make the adoption of NIMS by State and local organizations a condition for Federal preparedness assistance (grants, contracts and other activities) by FY 2005. Jurisdictions can comply in the short term by adopting the Incident Command System. Other aspects of NIMS require additional development and refinement to enable compliance at a future date. Both Parties represent they currently comply with NIMS by having adopted the Incident Command System and are independently working towards fulfilling NIMS requirements.

Changes to Exhibits

Exhibits C and E are each subject to change at any time by Tacoma based on valid technical or operational needs. Such changes will not be arbitrary in nature. Tacoma will provide valid technical and/or operational explanations of changes not less than 30 days prior to implementation. If Puyallup disputes or objects to the explanation(s) supporting the proposed change(s), the notice and dispute resolution mechanisms of this agreement shall govern.

Rebanding

The parties agree they will

- exchange rebanding reconfiguration contracts with each other;
- collaborate and coordinate with each other and with all other licensees in the Puget Sound Region;
- adhere to schedules within the Region that have been coordinated and agreed to by the licensees in forums established for this purpose; and
- in no event commence rebanding subsystem infrastructure without written approval from the other Party.

EXHIBIT B Schedule of Fees

RSC Services

Tacoma will provide the services described in Exhibit A, which will be billed at the current RSC rates. At the time of acceptance of this agreement, the current RSC rate is \$95 per employee hour, during regular business hours (8am – 5pm), and \$195 per employee hour for after hours work.

Master Site

Annually on January 1, Puyallup will pay master site fees to Tacoma based on the Annual Master Site Fee Formula. Upon acceptance of this Agreement by the Parties, Tacoma will invoice Puyallup for master site fees and services retroactive to January 1, 2009. Tacoma may make annual adjustments based on Tacoma's projected costs for master site operation, maintenance and upgrades together with a true-up for actual costs the previous year.

The six components of master site costs identified in the matrix are all proportionately recoverable by Tacoma. Costs for the next year are estimated during the last quarter of the current year. The January invoice will consist of that year's estimated costs and a true up (plus or minus) based on previous year actuals.

Puyallup has financial responsibility to Tacoma for annual usage fees related to additional sites on the Puyallup subsystem. Other agencies adding sites to the Tacoma subsystem have financial responsibility to Tacoma for their portion of annual usage fees.

During 2009 Tacoma anticipates adding one 14-channel simulcast site and Puyallup anticipates adding two 5-channel simulcast sites, but the site addition date is unknown. For this reason the estimated costs for 2009 reflect the active RF sites as of July 31, 2009 (6 Tacoma, 2 Puyallup). The annual true up on January 1, 2010 and each successive year, will reflect actual site addition dates.

"Site addition date" means the date a remote site is first connected to the master site. The "connected" date is independent of "operational" or "accepted" dates. "Connected" means the remote site is utilizing master site capabilities.

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Annual Master Site Fee Formula:

		Tacoma	Puyallup	"Other Agency"
	Annual	Proportional	Proportional	Proportional
Description	Cost	Cost	Cost	Cost
Motorola Technical Support	TS	T x TS	P x TS	O x TS
Motorola Lease Payment	LP	T x LP	P x LP	O x LP
Motorola Board Repair Contract	MB	T x MB	P x MB	O x MB
Administrative Support	AS	T x AS	P x AS	O x AS
Upgrades, other	UO	T x UO	P x UO	O x UO
Tacoma Master Site Technical Support	TM	T x TM	P x TM	O x TM

	Site	
	Owner	Site Owner Pct
Total Tacoma RF Sites	Tac	Tac/Tot=T
Total Puyallup RF Sites	Puy	Puy/Tot=P
Total Other Agency RF Sites	Oth	Oth/Tot=O
Sum of all RF Sites	Tot	

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Estimated Master Site Costs 2009-14

Item	Est Annual Cost 2009	Est Annual Cost 2010	Est Annual Cost 2011	Est Annual Cost 2012	Est Annual Cost 2013	Est Annual Cost 2014
Motorola Technical Support	\$27,500	\$27,500	\$28,875	\$28,875	\$30,319	\$30,319
Motorola Lease Payment	\$78,400	\$78,400	\$78,400	\$0	\$0	\$0
Motorola Board Repair Contract	\$12,420	\$12,420	\$13,041	\$13,041	\$13,693	\$13,693
Administrative Support	\$4,688	\$4,782	\$4,877	\$4,975	\$5,074	\$5,176
Upgrades, Other	\$0	\$116,068	\$0	\$0	\$0	\$0
Tacoma Master Site Technical Support	\$7,500	\$7,650	\$7,803	\$7,959	\$8,118	\$8,281
	<u>\$130,508</u>	<u>\$246,820</u>	<u>\$132,996</u>	<u>\$54,850</u>	<u>\$57,204</u>	<u>\$57,468</u>

Estimated Puyallup Master Site fees through 2014

Sites	Tacoma Sites	Puyallup Sites	Est Puyallup Costs	
1/1/2009	6	2	\$2,719	
2/1/2009	6	2	\$2,719	
3/1/2009	6	2	\$2,719	
4/1/2009	6	2	\$2,719	
5/1/2009	6	2	\$2,719	
6/1/2009	6	2	\$2,719	
7/1/2009	6	2	\$2,719	
8/1/2009	6	2	\$2,719	
9/1/2009	7	4	\$3,955	Add 1 Tacoma and 2 Puyallup sites
10/1/2009	7	4	\$3,955	
11/1/2009	7	4	\$3,955	
12/1/2009	7	4	\$3,955	
Est Costs 2009			<u>\$37,570</u>	
2010	7	4	\$89,753	Assumption: No additional sites
2011	7	4	\$48,362	Assumption: No additional sites
2012	7	4	\$19,945	Assumption: No additional sites
2013	7	4	\$20,802	Assumption: No additional sites
2014	7	4	\$20,898	Assumption: No additional sites
Est Costs 2009-14			<u>\$237,330</u>	

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EXHIBIT C Advanced System Key Agreement

Tacoma will provide and program one (1) Advanced System Key (ASK) for SYS ID 830D to Puyallup and authorizes Puyallup's Authorized Representatives to be ASK holders for 90 days from the date of issue. Costs for initial programming and deployment of the ASK will be on a time and materials basis at current RSC rates. For security purposes, the ASK timer will expire on the 90th day following date of issue. Puyallup will return the ASK to the RSC for key resetting. There will be no cost for key resetting unless Puyallup requests a template change, reconfiguration or additional work from the RSC. Such additional work will be billed at current RSC rates for time and material. Puyallup agrees to ensure that the security of the ASK is maintained and that the Key is not shared with any other individual, agency or company. Puyallup agrees the ASK will not be loaded onto any other storage media.

Tacoma will load encryption keys for Puyallup's encrypted channels, as approved by Puyallup. If necessary, the RSC will change encryption keys based on Puyallup's instructions. Puyallup's is responsible for Puyallup encryption key management.

Tacoma will load encryption keys for Metro channels. Tacoma will change Metro encryption keys as instructed by Puyallup, with the approval of the Metro Steering Committee. Tacoma is responsible for Metro encryption key management.

If Puyallup authorizes a third party agency or company (Company) to program Puyallup-approved radios using the ASK, Puyallup will provide security by retaining possession of the Key, being present when the CPS software is booted and then personally retaining possession of the ASK.

The Parties agree that no radios will be programmed with this ASK other than radios issued by Puyallup or agencies authorized by Puyallup to use SYS ID 830D.

Puyallup will notify Tacoma immediately upon discovery that the ASK is missing.

Without limiting any other remedies, in the event of a breach of the responsibilities set forth herein, all ASK rights and participation by Puyallup will be terminated upon written notice from Tacoma. In that event the ASK shall be returned to Tacoma's authorized representative. In that event, the Tacoma RSC agrees to program radios provided by Puyallup, billed on a time and materials basis.

On or about the 90th day, Puyallup will return the system key to the Tacoma RSC to be reset. There will be no charge for the reset.

EXHIBIT D TALKGROUP AGREEMENT

Each Party will be responsible for assigning subsystem Talkgroups on their respective subsystems, consistent with Exhibit A, which will be for use only on that Party's subsystem. Coordination or agreement between the Parties will not be necessary because subsystem talkgroups on one Party's subsystem do not affect the other Party's subsystem.

EMER Talkgroups All "EMER" talkgroups will be designated as wide area.

The Parties agree the shared talkgroups below, designated as Metro Talkgroups, are assigned as wide area talkgroups for use on both Parties systems by law enforcement and fire personnel and associated dispatch centers for multi-jurisdictional communications purposes. In general, dispatch centers will be responsible for selecting and coordinating the use of Metro Talkgroups among the various agencies. For operational purposes and by mutual consent the Metro Talkgroups may be modified. The Parties agree that Tacoma will not assign additional Metro Talkgroups without Puyallup's consent, which Puyallup will not unreasonably withhold.

Metro Talkgroups as of June 30, 2009 are:

Metro Talkgroup	Used For	Encrypted
800 LERN	Talks Directly to VHF LERN	No
F COM1-5	Fire Agencies Common (5 talkgroups)	No
IMS PC	Incident Command	No
LE 1-2	Police Agencies Common (2 talkgroups)	No
LE-3-6	Police Agencies Encrypted Common (4 talkgroups)	Yes
MET HAZ	Metro Encrypted Hazardous Materials	Yes
PSOPS3-4	Tri-County Police Agencies (2 talkgroups)	No

ORIGINAL

EXHIBIT E Puyallup Assigned ID Blocks

Range	Type	Groups
751500–751749	Digital	Puyallup PD_1
752850–753099	Analog	Puyallup PW
755650–755699	Digital	Puyallup PD_2

ORIGINAL