



**FEE SCHEDULE
to the
AGREEMENT
by and between
VALLEY COMMUNICATIONS CENTER
and
TUKWILA PUBLIC WORKS**

This **SCHEDULE** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **TUKWILA PUBLIC WORKS**

This schedule shall remain in effect from **January 1, 2023** thru **December 31, 2023**.

- A.1 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios. Annual costs for 2023 are estimated **at Seven Hundred Twenty Dollars (\$720.00)**

Signed this **1st** day of **November 2022**.



LORA UELAND
EXECUTIVE DIRECTOR



ALLAN EKBERG
MAYOR

H.P.
11/14
11/21/22

1st of 2 Originals





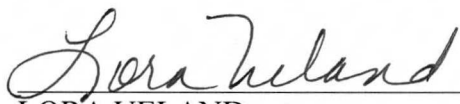
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This **SCHEDULE** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **TUKWILA PUBLIC WORKS**

This schedule shall remain in effect from **January 1, 2021** thru **December 31, 2021**.

- A.1 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios. Annual costs for 2021 are estimated at **Seven Hundred Twenty Dollars (\$720.00)**

Signed this **22nd** day of **September 2020**.


LORA UELAND
EXECUTIVE DIRECTOR


MAYOR 10/8/2020

4 units x \$15.00 = \$60.00 x 12 months = \$720.00 Af





01-145(d)
Council Approval N/A

A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

EXHIBIT "A"
to the
AGREEMENT
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VALLEY COMMUNICATIONS CENTER
and
TUKWILA PUBLIC WORKS

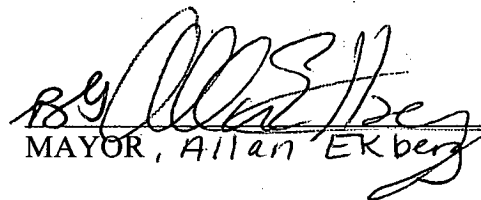
This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **TUKWILA PUBLIC WORKS**

This appendix shall remain in effect from **January 1, 2017** thru **December 31, 2017**.

- A.1 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios. Annual costs for 2017 are estimated at **One Thousand Eighty Dollars (\$1,080.00)**.

Signed this **28th** day of **December, 2016**.


LORA UELAND
EXECUTIVE DIRECTOR


MAYOR, Allan Ekberg

1st of 2 ORIGINALS





01-145(c)
Council Approval N/A

A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

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This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **TUKWILA PUBLIC WORKS**

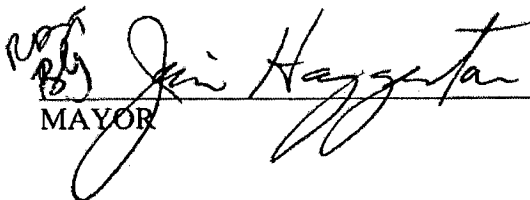
This appendix shall remain in effect from **January 1, 2015** thru **December 31, 2015**.

- A.1 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios plus airtime usage. Annual costs for 2015 are estimated at **One Thousand Eighty Dollars (\$1,080.00)**

Signed this **6th** day of **November, 2014**.



LORA UELAND
EXECUTIVE DIRECTOR



MAYOR

2nd of 2 ORIGINALS





01-145(b)
Council Approval N/A

A NATIONALLY ACCREDITED COMMUNICATIONS CENTER

EXHIBIT "A"
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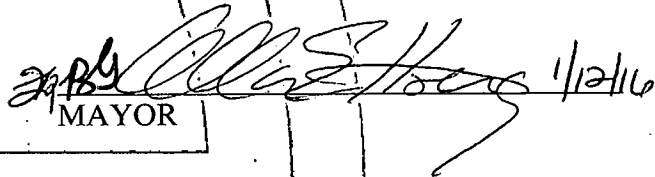
This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **TUKWILA PUBLIC WORKS**

This appendix shall remain in effect from **January 1, 2016** thru **December 31, 2016**.

A.1 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios. Annual costs for 2016 are estimated at **One Thousand Eighty Dollars (\$1,080.00)**

Signed this **16th** day of **December, 2015**.


LORA UELAND
EXECUTIVE DIRECTOR


MAYOR

1st of 2 ORIGINALS


EXHIBIT "A"
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by and between
VALLEY COMMUNICATIONS CENTER
and
TUKWILA PUBLIC WORKS

This **EXHIBIT** is supplemental to the **AGREEMENT** between **VALLEY COMMUNICATIONS CENTER** and **TUKWILA PUBLIC WORKS**

This appendix shall remain in effect from **January 1, 2014** thru **December 31, 2014**.

- A.1 A monthly rate shall be collected for each user on the Valley Com 800MHz Radio System. The calculation is based on the number of radios plus airtime usage. Annual costs for 2014 are estimated at **One Thousand Eighty Dollars (\$1,080.00)**

Signed this **8th** day of **November, 2013**.


MAYOR SKIP PRIEST
ADMINISTRATIVE BOARD CHAIR


MAYOR

1st of 2 ORIGINALS



VALLEY COMMUNICATIONS

SUBSCRIBER AGREEMENT

This agreement is entered into between Valley Communications and Tukwila Public Works hereinafter referred to as the Subscriber, for the purposes of identifying the Subscriber as a user of the Regional 800 MHZ Trunked Radio System and to establish the terms and conditions under which the Subscriber will receive services associated with use of the system from Valley Communications.

WITNESSETH:

WHEREAS, Valley Communications has agreed to assume the responsibility of constructing, owning, operating and maintaining the Valley Communications Subregional portion of the King County Regional 800 MHZ Trunked Radio System on behalf of all eligible public users within the King County Subregion, and

WHEREAS, Valley Communications and its subscribers share a common goal of providing the highest level of public safety response services to the citizens they serve, and

WHEREAS, Valley Communications recognizes the important role that the Regional 800 MHZ Trunked Radio System will play in supporting both the day-to-day and emergency response capabilities of its user agencies and jurisdictions, and

WHEREAS, Valley Communications, through this agreement with its subscribers, pledges to work cooperatively in maintaining the highest level of standards for maintenance and operation of the Regional 800 MHZ Trunked Radio System on behalf of its subscribers, now therefore, the parties agree as follows:

1. ACCESS

Valley Communications will provide the Subscriber with access to the Regional 800 MHZ Trunked Radio System in accordance with the terms of King County Levy Ordinance 10464 and the Emergency Radio Communications System Interlocal Cooperation Agreement, and incorporated herein by reference as if fully set forth.

Access to the Regional 800 MHZ Trunked Radio system will be provided at rates which do not exceed a proportionate share of the costs of system operation and maintenance and reserves for system replacement. The Valley Communications Administration Board shall establish these rates each calendar year. These rates will be published as part of the annual operating budget of Valley Communications and are described in Addendum 2.

All radio equipment that has access to the radio system under the terms of this agreement will be operated in a manner that is consistent with good radio protocol and with regulations set forth by the Federal Communications Commission.

2. CLASSES OF SERVICE

Primary Users means public safety agencies as designated in the King County Levy Ordinance 10464.

Secondary Users means non-public safety agencies that do not enjoy the same rights of system use conferred upon Primary Users. Use of the system by secondary users is contingent upon system capacity in excess of the needs of primary users.

Data and Alarm Users means secondary users that meet the following specific criteria:

- >Radios will operate automatically without human intervention.
- >Radios will not be available for any other use.
- >Radios will be secured to prevent access by unauthorized personnel.
- >Radios will operate on the lowest tier of user priority.
- >Radios will pass only audio or modulated audio such as voice or telemetry.
- >Radios and controlling equipment will operate in a passive mode and initiate transmissions only to report changes of state. Active polling and transmissions of redundant information shall not be allowed.
- >These radios and their talk group shall be limited to a maximum of 10% air time.

3. EQUIPMENT

All radio equipment that is operating on the Regional 800 MHZ Trunked Radio System, including equipment purchased with Subscriber funds and equipment purchased with Levy proceeds under the authority of Levy Ordinance 10464, will be used in accordance with the terms and conditions contained in Levy Ordinance 10464 and the Emergency Radio Communications System Interlocal Cooperation Agreement. Repair and maintenance of radio equipment that is operating on the Regional 800 MHZ Trunked Radio System may only be performed by Valley Communications, King County Radio Communications Service Agency or other Authorized Motorola Service Facility.

All radio equipment that has access to the radio system under the terms of this agreement will be maintained in good operating condition and in a manner that is

consistent with the system design and with the operation and maintenance standards established by the Regional Communications Board.

4. NUMBER OF RADIOS

Access will be provided for the radios specified in Addendum 1 to this agreement. The radios for which access is provided may be amended by modifying the addendum with the written consent of the Subscriber and Valley Communications.

5. COLLECTION OF CHARGES

Access fees will be assessed on a per radio plus air time used basis and will commence at the time a radio is activated for radio system use, with the minimum service period equal to one month. Monthly billings will be mailed on or around the 25th of each month and will be payable within 30 days of the billing date. Delinquent payments will be handled in accordance with standard collection procedures.

6. LIABILITY/HOLD HARMLESS

If a claim, demand or cause of action arises from the negligent act or failure to act of one of the parties hereto, or its officers, agents or employees, then the party shall indemnify, defend and save the other party and its officers, agents and employees harmless therefrom; provided, however, that such provision shall not apply to the extent that damage or injury arises from the fault of the other party, its officers, agency or employees.

7. ASSIGNMENT

The Subscriber shall not assign, transfer, convey or otherwise dispose of its rights or obligations under this agreement.

8. DISPUTE RESOLUTION

Any dispute or controversy between the parties arising out of or relating to this agreement or its breach that cannot be resolved in accordance with the policies and procedures adopted by the Valley Communications for handling complaints shall be submitted by either party to the Regional Communications Board for resolution through a formal dispute resolution process, as outlined in the Emergency Radio Communications System Interlocal Cooperation Agreement.

9. DURATION OF AGREEMENT

This agreement shall be in effect upon signature by both parties and shall continue until termination of services. Subscriber access to the radio system may be terminated by the following means:

- (1) Mutual consent;
- (2) The Subscriber may withdraw from this agreement by giving six (6) months written notice to Valley Communications by July 1 in any year of its intention to terminate effective January 1 of the following year.
- (3) The Subscriber's access to the system may be terminated by Valley Communications for non-payment of fees, violation of this agreement or applicable FCC rules and regulations or other just cause. Just cause means a fair and honest cause or reason, regulated by good faith on the part of Valley Communications. Termination of a Subscriber's use of the system for just cause must be based on facts that are supported by substantial evidence and are reasonably believed by the Valley Communications to be true and not for any arbitrary or capricious reason.

This agreement is entered into by the following:

Subscriber:

James F. Morrison _____ Date August 20, 2001

Billing address:

City of Tukwila - Public Works

6300 Southcenter Blvd. _____

Tukwila, WA 98188

Valley Communications:

Chris Fischer _____ Date 8-15-01
Chris Fischer
Director

ADDENDUM 1

PORTABLE RADIOS:

<u>System ID</u>	<u>Start Date</u>
2 each MTS model I	9/1/01
1 each MTS model II	9/1/01

MOBILE RADIOS:

<u>System ID</u>	<u>Start Date</u>
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CONTROL STATION RADIOS:

<u>System ID</u>	<u>Start Date</u>
1 each MCS	9/1/01

ADDENDUM 2

Valley Communications monthly rate structure for subscriber radios in 1998:

Public Safety monthly radio charge	NA
Public Safety annual air time charge based on usage	NA
Non Public Safety per radio charge with no airtime charge	\$12.00

VALLEY COMMUNICATIONS

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1st of 1 original

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Tukwila, WA 98188

Valley Communications:

Chris Fischer _____ Date 8-15-01
Chris Fischer
Director

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PORTABLE RADIOS:

<u>System ID</u>	<u>Start Date</u>
2 each MTS model I	9/1/01
1 each MTS model II	9/1/01

MOBILE RADIOS:

<u>System ID</u>	<u>Start Date</u>
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