

## **“EXHIBIT B”**

### **RADIO SYSTEMS TERMS OF USE**

**The following definitions shall have the meanings set forth below and apply to this Agreement and the Radio Systems Terms of Use set forth herein:**

#### **DEFINITIONS**

**“Console System”** shall mean all hardware and software associated with any dispatch console or set of consoles owned and operated by the City of Mansfield that are connected to the CFW (City of Fort Worth) master switch.

**“Interoperable Communications Plan”** means the plan developed and established by CFW to enhance and simplify radio communications among all agencies utilizing the CFW public safety radio system or connecting its Site Repeater Systems or Console Systems to the CFW master switch.

**“Master Site”** shall mean the hardware and software provided by CFW as the core component of the Motorola Solutions ASTRO 25 radio communications system. All Site Repeater Systems must connect to the Master Site.

**“Site Repeater System”** shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site owned and operated by the City of Mansfield to be connected to the CFW master switch.

**“Subscriber Radio”** shall mean a control station (desk top radio), mobile radio, or portable radio, which has a unique identification number and is programmed to operate on the CFW Trunked Voice Radio System over the City of Mansfield Site Repeater System.

**“Talk Group”** shall mean a specific group of subscriber units allowed to communicate privately within that group over shared infrastructure resources.

## **TERMS OF USE**

1. The City of Mansfield's Site Repeater System will connect to the City of Fort Worth's Master Site.
2. The City of Mansfield will provide all reasonable coordination necessary for the upgrade of its Site Repeater Systems and Console Systems to the City of Kennedale so that the City of Kennedale may maintain connection with the City of Mansfield's Site Repeater Systems and Console Systems as required under this agreement.
3. City of Kennedale must provide written authorization to the City of Mansfield prior to the release of the City of Kennedale's radio IDs or any other information to a third party vendor or agency.
4. The acquisition, installation and maintenance of the City of Mansfield's Site Repeater Systems are the responsibility of the City of Mansfield unless otherwise stated in this Agreement. The City of Mansfield will be responsible for managing infrastructure loading and demand of the City of Mansfield's Site Repeater Systems.
5. The City of Mansfield is the holder of the FCC (Federal Communications Commission) license(s) that the City of Mansfield Site Repeater System uses for its operation. Any City of Kennedale user who operates a radio dispatch utilizing the City of Mansfield's Site Repeater System from a fixed location must obtain the appropriate FCC licenses.
6. The City of Mansfield makes no guarantees, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location.
7. The City of Kennedale shall use due diligence in the maintenance and configuration of the subscriber radio equipment to ensure that no City of Kennedale radio causes a degradation to system operation. The City of Mansfield shall have the right to remove from operation any field radio unit or equipment owned by City of Kennedale that is operating on, attached to or interfaced to the City of Mansfield infrastructure if such equipment is found to cause interference or harm to the City of Mansfield Site Repeater System in any way. The City of Mansfield reserves the right to request that the City of Kennedale's field radio units or equipment operating on, attached to or interfaced to the City of Mansfield Site Repeater System infrastructure be tested for proper operation and repaired if needed by an authorized radio repair facility approved by the City of Mansfield. The cost of such testing or repair will be the sole responsibility of the City of Kennedale. The City of Mansfield shall have the right to deactivate, without prior notification to or consent of the City of Kennedale, any field radio suspected of causing interference, intentionally or unintentionally, to any other radios on the Site Repeater System.
8. The City of Mansfield, in its sole discretion, shall have the right to deny City of Kennedale access to the radio infrastructure and the right to terminate the Agreement immediately if City of Kennedale fails to make full payment as required under this

Agreement within thirty (30) days of the date payment is due. The City of Mansfield shall have the right to terminate the Agreement immediately or deny access to the City of Mansfield's Site Repeater System, upon notice of the City of Kennedale's misuse of the Site Repeater System.

9. The City of Kennedale shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The City of Kennedale will also comply with the guidelines, or procedures set out in this Agreement. The City of Kennedale is responsible for enforcing such compliance by its employees, volunteers, or any individual operating City of Kennedale subscriber radio equipment. The City of Kennedale will be responsible for payment of any fines and penalties levied against the City of Mansfield or City of Kennedale as a result of improper or unlawful use of subscriber radio equipment owned by City of Kennedale.
10. In order to comply with Federal, State, and Local Laws and/or Mandates, the City of Mansfield, as the Licensee, may need to act on behalf of the City of Kennedale regarding possible modifications, reconfiguration, or exchange of owned subscriber radio equipment in order to meet these obligations. For as long as this Agreement is in force, the City of Kennedale will allow the City of Mansfield to facilitate such activities on City of Kennedale's behalf as necessary.
11. In the instance where the City of Kennedale's subscriber radio equipment is to be replaced in order to be in compliance with Federal, State, or Local Laws and Mandates, title and ownership of such replacement subscriber radio equipment shall pass directly to the City of Kennedale upon delivery of subscriber radio equipment to the City of Mansfield's site. The City of Kennedale shall provide the City of Mansfield, or its designee, with the subscriber radio equipment to be replaced, in good working order, as determined by the City of Kennedale or its designee. City of Kennedale shall be liable for payment of any fees associated with radios deemed to be not in proper working order. City of Kennedale shall be liable for payment of any fees associated with upgrades to subscriber radio equipment.