

**EXHIBIT "B"**

**COOPERATIVE ENDEAVOR AGREEMENT FOR THE USE AND OPERATION OF THE CADDO PARISH COMMUNICATIONS DISTRICT NUMBER ONE PARISHWIDE SEVEN SITE SIMULCAST TWELVE CHANNEL P25 PHASE TWO RADIO SYSTEM FOR NON-PUBLIC SAFETY AGENCIES**

THIS COOPERATIVE ENDEAVOR AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, by and between the CADDO PARISH COMMUNICATIONS DISTRICT NUMBER ONE, hereinafter referred to as "COMMUNICATIONS DISTRICT" represented herein by its Executive Director, Martha Carter, duly authorized by Resolution No. \_\_\_\_ of \_\_\_\_\_ of its Board of Commissioner, and the CITY OF SHREVEPORT, LOUISIANA, hereinafter referred to as "CITY" represented herein by its Mayor, the Honorable Adrian Perkins, duly authorized by Resolution No. \_\_\_\_\_ of 2020 of its City Council.

*Witnesseth:*

WHEREAS, the Communications District and City are parties to a Cooperative Endeavor Agreement dated April 23, 1991, which sets forth the responsibilities of each party regarding the provision of 9-1-1 call answering, call handling and dispatch services within an enhanced 9-1-1 environment, which Agreement is incorporated herein by reference; and

WHEREAS, the Communications District and City are parties to a Cooperative Endeavor Agreement dated July the 31, 2001, which sets forth the responsibilities of each party regarding an 800 Megahertz, multi channeled simulcast trunked radio communications system with interoperability for all of the public safety agencies within Caddo Parish, and said Cooperative Endeavor Agreement having been amended and supplemented by an Addendum to Cooperative dated December 7, 2004 and an Ancillary to the aforesaid Addendum dated September 17, 2008, all of which are incorporated herein by reference; and

WHEREAS, the aforesaid radio communications system has been in operation since September 17, 2001 and is technologically at the end-of-life and is impractical to maintain going forward; and

WHEREAS, the Communications District is implementing a new state-of-the-art seven site simulcast, twelve channel P25 Phase 2 radio system infrastructure to be located at existing Communications District radio towers, with geo redundant core equipment located at the Communication's District's Center located at 1144 Texas Avenue, Shreveport, LA, a redundant back-up system core located at 2890 Southland Park Drive, Shreveport, LA, 22 dispatch consoles to be located at the District's Emergency Communications Center, six consoles to be located at the existing back up dispatch facility at the Caddo-Bossier Port, a new digital microwave replacement system, and a new microwave link to the secondary dispatch facility. and

WHEREAS, the Communications District and City are parties to a Cooperative Endeavor Agreement dated August 20, 2019 which sets forth the responsibilities of each party regarding the newly implemented twelve channel phase two radio system for use by City's public safety agencies.

WHEREAS, LA. R.S. 33:1322 et seq. grants authority to parishes, municipalities, and other political subdivisions of the state to make agreements between or among themselves to engage jointly in the undertaking or the exercise of any power, provided that at least one of the participants to the agreement is authorized under a provision of general or special law to perform such activity or exercise such power as may be necessary for completion of the undertaking, and further provides for the joint use of funds to accomplish the purposes of the agreement, which may include activities concerning the purchase of materials, supplies and equipment for use in the maintenance of governmental services.

WHEREAS, the City desires to enter into a joint agreement with Communications District for the purchase of radio equipment for the benefit of City's non-public safety agencies which provide and maintain governmental services and upon such basis of compensation as mutually agreed upon by City and Communications District as further outlined herein.

WHEREAS, the Communications District has previously entered into a viable contract with Motorola Solutions, in accordance with applicable Louisiana Laws, dated December 5, 2017 for the acquisition of said radio equipment.

WHEREAS, the aforesaid radio equipment as set forth in Exhibit A has been purchased by the Communications District for the City of Shreveport and will be distributed pursuant to this Agreement; and

WHEREAS, the parties wish to set forth their respective responsibilities regarding the use, operation and maintenance of the new radio system described above.

NOW THEREFORE, the parties mutually agree as follows:

**1. "WHEREAS" CLAUSES:**

All of the above "WHEREAS" clauses are adopted herein as part of this Agreement.

**2. SYSTEM OPERATION:**

The Communications District will develop, implement and operate an enhanced radio system serving City's public safety and non-public safety agencies consisting of a new 7 site simulcast, 12 channel P25 Phase 2 radio system infrastructure to be located at existing Communications District's radio towers, geo-redundant core equipment located at the 9-1-1 Center (1144 Texas Street) as well as a back-up system core located at 2890 Southland Park Drive, 22 dispatch consoles at the 9-1-1 Center, 6 consoles at the Caddo-Bossier Port backup dispatch location, a new digital microwave replacement system, and a new microwave link to the Caddo Bossier Port facility. , The radio system includes software licenses and upgrades on an ongoing basis.

**3. OWNERSHIP OF SYSTEM:**

- a. The Communications District shall retain ownership of and control over the entire P25 radio system and its component parts including but not limited to: all radio communications towers' infrastructure, including redundant system cores, simulcast control point and site routers and microwave system, which is ancillary to the Enhanced 9-1-1 System. The

Communications District may conduct an annual inventory of all equipment issued to each of the City's agencies for their use. Lost or damaged equipment shall be replaced or repaired in accordance with Section 6 hereinbelow.

- b. Notwithstanding the provisions of subsection (a) of this Section 3, radios and ancillary equipment provided by Communications District to City for use by non-public safety City agencies will become the property of City upon final payment of the purchase price therefor as set forth in Section 4 of this Agreement.
- c. All frequencies used in the P25 Phase 2 radio system are licensed under the Communications District, which shall have the responsibility to maintain such licenses and to adhere to all Federal Communications Commission and Federal Aviation Authority regulations as they relate to the operation of the entire P25 radio system.
- d. At its own cost, City may purchase additional equipment to supplement the equipment issued for its use by Communications District. City may elect to purchase such equipment under any of the Vendor Contracts that Communications District has which permit such purchases. Installation of such units purchased by City will be performed by a communications provider approved by Communications District with all costs borne by City. City will advise in writing in advance of any City owned equipment intended for use on any of the Communications District's communications systems. Communications District shall determine that City's equipment is compatible with its system as a precondition to its integration into its P25 Radio system. Programming of all additional radio units for non-public safety agencies that will operate on the District's radio system, shall be performed by the Communications District and the cost of programming the additional radio units shall be borne by the non-public safety agency at a cost of \$25.00 per unit (a volume discount may be negotiated on a case-by-case basis if multiple units are programmed at the same time).
- e. Additional equipment purchased by City shall be owned by City, which shall be responsible for its maintenance and operation. City shall not permit any unauthorized or unlawful use of any equipment whether such equipment is provided by Communications District or purchased by City for integration into Communications District's P25 Radio system. City shall establish policies and procedures to safeguard against unauthorized use of equipment and will adhere to the Federal Communications Commission's regulations regarding the prohibition from using obscene, indecent or profane language. Section 18 of the United States Code §1464 specifically addresses obscene language and outlines the penalties associated with violating this law. Obscene speech is not protected by the First Amendment of the United States Constitution and cannot be broadcast at any time, The abuse of the radio system will result in the radio unit be deactivated if necessary and appropriate legal action taken. If a unit is lost or stolen City shall immediately notify Communications District. Upon notification that the unit has been lost or stolen the Communications District will deactivate the radio.
- f. City acknowledges that all non-public safety agency radios will be programmed based upon radio templates that are developed jointly between the agency and the Communications District. Should a public safety agency or non-public safety agency want other agencies' primary talkgroups programmed within their radios, other than the agreed upon common

mutual aid talkgroups, the agency is required to provide written documentation to the Communications District from the other agency which grants permission to have their specific talk groups programmed into the City's radios.

#### **4. DISTRIBUTION OF EQUIPMENT:**

- a. Communications District will purchase and provide to City for use by its non-public safety agencies 480 mobile and portable radio units, including de-installation and installation of mobile radio units in vehicles to be designated by City, and including a 3-year warranty that commences at radio system acceptance by Communications District, at a total capital cost to the Communications District of \$569,669. Portable radios will be equipped with 1 battery, 1 battery charger, 1 whip antenna and 1 belt clip holster.
- b. Radios and accessories that the Communications District provides to City for use by its non-public safety agencies will be provided at no initial cost to the City. After expiration of the warranty for radios used by City's non-public safety agencies, City will be responsible for all maintenance services on said radios at its expense and by provider(s) of its choice. Upon expiration of the three-year warranty, the City agrees to pay the Communications District \$5.00 per month per radio for all non-public safety City departments for use and on-going maintenance of the radio system.
- c. City will reimburse District the cost of radio units provided to City's non-public safety departments/agencies as follows: \$30 per month for a period of 36 months for portable radios and \$53 per month for a period of 36 months for mobile radios. Purchased accessories will be totaled and divided by 36 months. Additionally, City agrees to reimburse the District for costs associated with the accessories that the Communications District purchased at the request of the City's non-public safety agencies as outlined in Exhibit A.
- d. District will bill each City department/agency on either a monthly, quarterly or annual basis at the discretion of the department/agency. Payments will be due within thirty (30) days of statement date.
- e. Each portable or mobile radio unit distributed will have a Communications District Fixed Asset Management tag, which will be used to track unit number, make, model, department, and individual to which the unit is assigned. This shall be done in accordance with all applicable state laws regarding asset management. Upon final payment of radio equipment, the District's Fixed Asset tags will be removed from the equipment.
- f. Mobile radio equipment installation will be performed by Motorola's subcontractor, Shreveport Communications, at a mutually agreed upon location for all radio equipment supplied by Communications District. Each City agency will coordinate with Communications District personnel for the scheduling of such installations and be responsible for keeping installation appointments or timely notifying Communications District staff when installation appointments

need to be rescheduled. City hereby acknowledges that vehicles will have to be taken out of service during the installation process. Communications District will endeavor to minimize out of service time.

**5. Communications District's ECC (1144 Texas Avenue) is the distribution point for the distribution of all portable radios and ancillary equipment. IMPLEMENTATION:**

- a. The Communications District will provide all technical project management to include utilization of consultants, development of equipment specifications, system design, vendor selections, contract negotiations, project management and system implementation. The Communications District will assign its Radio Systems Manager to oversee and coordinate implementation. The City will designate a qualified representative to act as its contact person for the scheduling of radio unit distribution and/or installation, testing and training, and will delegate sufficient personnel to achieve implementation of operations within an agreed upon time schedule.
- b. A master calendar setting forth the projected timetable for equipment delivery and installation, training and cut over for each public safety will be prepared and utilized for implementation scheduling. Modifications to the schedule will be made if and when adjustments are required; the parties will keep one another informed of any anticipated delays or alterations in the schedule.

**6. MAINTENANCE OF SYSTEM:**

- a. Communications District will provide necessary software upgrades/licenses for all radio units covered by this Agreement.
- b. City will use all equipment which is the subject of this Agreement in a proper and prudent manner consistent with the customs and practices it employs in the utilization of its own equipment.
- c. City will be responsible for replacing with like brand and model any equipment in its custody, but owned by Communications District, which becomes lost, stolen, damaged or defective as a result of any misuse or abuse.

**7. TRAINING:**

- a. Communications District will provide "train-the-trainer" training to all City Departments. The City agrees to train all of their employees on the proper use of the radio units.

**8. INDEMNIFICATION:**

- a. City hereby expressly indemnifies and holds harmless the Communications District against any and all claims, demands, suits, judgments or sums of money to any party accruing against the Communications District for the loss of life or injury or damage to persons or property, resulting from or growing out of, any act and/or omission by City, its agencies, employees, agents or assigns while engaged in or about, or in connection with, the discharge or performance of the services to be done or performed by City, its agencies, employees, agents or assigns hereunder.
- b. Communications District expressly indemnifies and holds harmless City against any and all claims, demands, suits, judgments, or sums of money to any party accruing against City for the loss of life or injury or damage to persons or property resulting from or growing out of any act and/or omission by Communications District, its employees, agents or assigns while engaged in or about, or in connection with, the discharge or performance of the services to be done or performed by Communications District, its agencies, employees, or assigns hereunder.
- c. The terms and provisions of this Section 8 of this Agreement shall survive any future termination or modification of this Agreement.

**9. CONTRACT REVIEW:**

This Agreement may be amended only by formal written amendments of the parties at any time. In any event, within 30 days of the annual anniversary date of this Agreement either party may request that this Agreement be reviewed, reformed, modified and/or extended in scope to reflect and respond to changing governmental relations, legal requirements and/or enhanced and advanced telecommunications and computer-oriented technologies. Until this Agreement is terminated, modified, changed or altered in writing and executed by both parties this Agreement shall continue in full force and effect and shall be deemed to embody the entire understanding between the parties hereto with respect to the matters addressed herein.

**10. PRIOR AGREEMENTS:**

All prior agreements by and between the parties, including but not limited to those identified in the foregoing "WHEREAS" clauses of this Agreement, are hereby ratified and affirmed to the extent they do not conflict with this Agreement. Where conflicts exist, the provisions of this Agreement shall supersede those of all prior agreements.

EXECUTED and AGREED to be effective on the date hereinabove first written.

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Signatures on the following page.

**CADDO PARISH COMMUNICATIONS  
DISTRICT NUMBER ONE**

**CITY OF SHREVEPORT, LOUISIANA**

BY: \_\_\_\_\_  
Martha Carter, Executive Director

BY: \_\_\_\_\_  
Adrian Perkins, Mayor