



# CITY OF BETHLEHEM

10 East Church Street, Bethlehem, Pennsylvania 18018-6025

610-997-7649

[eevans@bethlehem-pa.gov](mailto:eevans@bethlehem-pa.gov)

[www.bethlehem-pa.gov](http://www.bethlehem-pa.gov)

6N

## INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk

From: Eric R. Evans, Business Administrator

RE: 9-1-1 Agreements with Northampton County

Date: January 10, 2019

---

The following three documents are attached for Council's consideration. These documents were prepared in collaboration with the County over an extensive series of meetings and are required as part of the transition of 9-1-1 operations from the City of Bethlehem to Northampton County. The identical documents are also being considered by the County Council.

1. Proposed Memorandum of Understanding regarding transfer of ownership of a trunked radio network and proposed ordinance.
2. Agreement of Sale for equipment and related components and proposed resolution.
3. Communication Sites Lease for use on our existing towers and proposed resolution.

Please place this matter on Council's agenda for review and appropriate action.

Cc: Robert J. Donchez, Mayor  
William P. Leeson, Esq., City Solicitor  
Mark W. Sivak, Director of Budget and Finance  
Robert W. Novatnack, Director of Emergency Management  
Mark A. Diluzio, Police Chief  
Warren W. Achey, Fire Chief  
Thomas S. Decker, Director of EMS  
Michael Alkhal, Director of Public Works  
Gregory M. Cryder, Electrical Bureau Chief  
George Yasso, Controller

BILL NO. \_\_\_\_ - 2019

ORDINANCE NO. 2019-\_\_\_\_

AN ORDINANCE OF THE CITY OF BETHLEHEM, COUNTIES OF LEHIGH AND NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING AND RATIFYING AN AGREEMENT FOR INTERMUNICIPAL COOPERATION KNOWN AS THE "MEMORANDUM OF UNDERSTANDING BETWEEN NORTHAMPTON COUNTY AND THE CITY OF BETHLEHEM REGARDING TRANSFER OF OWNERSHIP OF A TRUNKED RADIO NETWORK", AND FOR OPERATION OF SAID NETWORK, BETWEEN THE CITY OF BETHLEHEM AND NORTHAMPTON COUNTY.

THE COUNCIL OF THE CITY OF BETHLEHEM HEREBY ORDAINS AS FOLLOWS:

Section 1. There is hereby adopted and ratified an agreement for intermunicipal cooperation known as the "Memorandum of Understanding between Northampton County and the City of Bethlehem regarding Transfer of Ownership of a Trunked Radio Network", and for operation of said network, between the City of Bethlehem and Northampton County ("Agreement"). A copy of the Agreement is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the Agreement on behalf of the City of Bethlehem.

Section 2. This Amendment is entered into pursuant to the provisions of 53 Pa.C.S.A. §2303-2307:

- A. The purpose and objective of the Agreement is to transfer all 9-1-1 emergency communications services to Northampton County in accordance with Pennsylvania Act 12 of 2015; and to establish the terms and conditions under which said transfer shall occur; and further for the joint cooperation in the operation of the network and 9-1-1 service.
- B. This Agreement shall be subject to all the conditions and terms specified and set forth in the Agreement which is attached hereto and incorporated by reference herein.
- C. The duration of the Agreement shall be five (5) years. Thereafter, the terms of the Agreement shall continue for additional one (1) year terms until one party shall provide to the other party at least sixty (60) days notice of their intent to terminate the Agreement at the end of the then-current term.

Section 3. The Administration is authorized to enter and execute amendments to this Agreement that it deems not inconsistent with the purposes and objectives of this Agreement without further Council approval.

Section 4. Upon proof of execution of this Agreement by all parties thereto, all City officials and employees are authorized to take such actions as are necessary and appropriate to implement the terms and conditions of the said Agreement.

Section 5. The invalidity of any section or provision of this ordinance herein adopted shall not invalidate other sections or provisions thereof.

Section 6. All Ordinances and parts of Ordinances inconsistent herewith be, and the same are hereby repealed.

Sponsored by \_\_\_\_\_  
\_\_\_\_\_

Passed finally in Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

This Ordinance approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**Northampton County & the City of Bethlehem**  
**regarding**  
**Transfer of Ownership of a Trunked Radio Network**

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is made by and between Northampton County, a Pennsylvania home-rule county ("County"), and the City of Bethlehem, a third-class Pennsylvania city ("City"). For the purposes of administration of this MOU, the County is vesting its authority in the Northampton Country Emergency Management Services (NCEMS), a principal County agency.

**WHEREAS**, in 2015, the Commonwealth of Pennsylvania adopted Act 12, an amendment to the state's consolidated statutes which govern 9-1-1 emergency communications services and which made clear the Commonwealth's intent to streamline and make 9-1-1 systems more cost-effective by encouraging shared use of technologies and services and consolidation of public-safety answering points (PSAPs); and,

**WHEREAS**, Act 12 is scheduled to sunset on June 30, 2019, and the Commonwealth of Pennsylvania will no longer provide 9-1-1 funding to the City; and,

**WHEREAS**, the County and City immediately began planning future provision of 9-1-1 services to the residents of the City; and,

**WHEREAS**, the City intends to transfer ownership of its 800MHz Motorola ASTRO P25 radio system to the County for a mutually-agreed sum; and,

**WHEREAS**, the County will receive all the necessary radio system equipment, including the master access key, required to have a fully operational radio system comprised of six (6) duplex channels (one control channel and five voice channels) operating on Motorola ASTRO software version 7.14; and,

**WHEREAS**, the City and current users of the system will continue to have access and use the system for operational voice communications;

**NOW, THEREFORE**, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**A. Recitals**

The Recitals set forth above are hereby incorporated and made a part of this MOU.

## **B. Equipment**

1. The City will provide to the County the radio system equipment and related appurtenances listed in "Attachment A" to this MOU. It is the intent of the Parties to ensure all items, whether specifically listed or not, required to maintain the radio system in its operational condition at the time of the transfer are included.
2. System equipment is primarily located at the following sites:
  - i. City Hall: 10 East Church Street (Master site)
  - ii. Electric Shop: 247 East North (Remote site)
  - iii. Water Tank: 95 Williams Street (Remote site)
  - iv. South Mountain: 1508 East University Avenue (Prime Site)

## **C. Federal Communications Commission (FCC) System Licensing**

1. Because the County will assume responsibility for the radio system, the City will assign the applicable FCC license(s) for system operation to the County in accordance with FCC rules and regulations.
2. Current valid FCC licenses for the radio system are found in "Attachment B."
3. The County shall not assign any FCC license related to the radio system to another entity without the City's written permission.
4. If the County determines to terminate its rights to use and manage the radio system, it shall transfer its license(s) back to the City in accordance with FCC rules and regulations. The County shall be responsible for paying all costs related to the transfer of the FCC license(s), if any.

## **D. Current Radio System Users**

1. The radio system is currently used by the City and by other entities authorized by the City. These include:
  - i. All City of Bethlehem agencies
  - ii. Moravian College Police
  - iii. Lehigh University Police
  - iv. Bethlehem Area School District Public Safety
  - v. Bethlehem Parking Authority
2. It is the intention of the Parties that these users shall be permitted to continue accessing the radio system in substantially the same manner as experienced at the time of transfer and at no cost. In the event state funding or procedures impact the intent of this section, the parties agree to meet and discuss alternatives to provision of service.

#### **E. Reserve Capacity**

1. The County shall operate and maintain the radio system in such a manner as to ensure the current radio system users identified in Paragraph D, above, shall experience no degradation in the quality or latency of the system at the time of its transfer to the County and that, in addition, they may collectively expand their usage by up to ten-percent (10%) above that measured over the 12-month period prior to the transfer of the system from the City to the County.
2. Calculation of "reserve capacity" shall be based on the total active call duration as provided on the Motorola ASTRO Site Summary report.
3. System degradation of quality and latency shall be determined by the failure or decommissioning of one or more system channels for any period of time beyond that required for reasonable maintenance purposes. Additionally, the system will be considered to have been degraded if during normal system operation the number of busies recorded by the Motorola ASTRO Network Management System shall exceed the average reported over the preceding 12-months or if the average voice call busy average exceeds two (2) seconds.

#### **F. Radio System Control Network Connectivity:**

1. The County shall assume the cost for the fiber optic service connecting the system locations identified in Paragraph B-2, above, and elsewhere as necessary.
2. The City operates a microwave network that includes the locations identified in Paragraph B-2, above, and which provides high-speed connectivity for City purposes, including failover connectivity for the radio system. The City agrees to continue providing capacity on its microwave network to the County to maintain radio system failover capabilities.
3. The City agrees to provide microwave access at no cost to the County for radio system failover connectivity; however, the County agrees to assume the financial liability for any equipment, supplies repairs or other service specific or unique to the radio system failover portion of the microwave network used for that purpose and not any "common" equipment or resources.

#### **G. Talk Groups:**

1. The County will retain the talk groups listed in "Attachment C" for the system users listed in Paragraph D, above. No modifications to these talk groups, their functions or extant uses at the time this MOU is executed shall be made by the County without concurrence by the primary talk group user.
2. Current system users may request development of additional talk groups for their agency with permission from the County, such permission to not be unreasonably withheld.
3. The County may add talk groups to the system at its discretion both in accordance with FCC licenses and the restrictions outlined in Paragraph E, above.

#### **H. NCEMS, County, City and Radio System User Obligations:**

1. Abide by and act in accordance with the laws of the United States, applicable regulations of the Federal Communications Commission and other legal requirements.
2. Maintain, use and operate the system so as to provide continuous (i.e. 24 hour, 7 days a week for 365 days per year) availability to the greatest extent possible notwithstanding normal maintenance requirements and unforeseen outages.
3. Provide continuous access to help via the NCEMS and contracted service providers to assist radio system users experiencing technical or operational difficulties.
4. Develop operating protocols in concert with all applicable users to facilitate efficient and reliable operations consistent with federal guidelines and/or public safety/service "best practices."

#### **I. City Programming & Upgrade Obligations:**

1. The City agrees to use subscriber devices that support the Motorola P-25 Phase 1 compatible mobile and portable radios. The City understands that it will be solely responsible for purchasing the radios it will use to communicate on the system, and that all devices acquired subsequent to the transfer of the system to the County shall be either Phase 2 compatible or capable of being upgraded to Phase 2 operation whenever the County, at its sole discretion, modifies the system for Phase 2 operation.
2. The requirements of this MOU shall extend to all system users identified in Paragraph D, above, and the City shall be solely responsible to ensure these users are made aware of their rights and responsibilities under this MOU.
3. System users shall comply with the applicable laws of the State and the United States of America, as well as the rules of the Federal Communications Commission. System use will be limited to public safety and first responder communications as defined in 47 U.S.C. § 337 (f) (1), the Communications Act of 1934, and all applicable provisions of 47 CFR Part 90, Subpart R.
4. To the extent the City's right to sell, transfer, assign and deliver any part of the System (hardware and software) is limited by the reservation of proprietary rights by any third party manufacturer, supplier or vendor, City and County will cooperate to secure necessary permissions and assignments from such third parties to accomplish the purposes of this Agreement. County shall accept terms, conditions and future financial obligations imposed by equipment and software manufacturers, suppliers and vendors on a buyer, transferee, licensee or assignee as a condition to consenting to the sale, transfer, licensing, assignment and delivery, as the case may be, of System hardware, software and applicable warranties to the County. (See Appendix D - Motorola Transfer Documents)

5. The City will be responsible for the development of the radio codeplugs used to program its radios and for the programming of its subscriber equipment by technicians and engineers either employed or contracted by the City.
6. Maintenance, radio upgrades authorized by NCEMS, and the repair of City subscriber radios and support components such as consoles, network monitors, and other software management tools, if any, used to access the system are the sole responsibility of City. With respect to radio repairs and device programming, the City agrees to utilize the Advanced Key feature of the System and, further, exercise strict control of any system key information provided to the City by NCEMS. Prior to the issuance of an Advanced Key, the City will provide NCEMS a written plan for controlling the security of key information, including “wiping of information” from all equipment prior to reassignment or salvage of equipment. The Advanced Key is a software feature under license to the County upon transfer of the system, and the City is permitted to use the Advanced Key feature for the sole purpose of enabling authorized public safety units to communicate with the system and for programming of radios purchased by the City or the system users listed in Paragraph D, above. Only radios owned or controlled by the City or system users will be programmed with the Advanced Key and will conform to the system’s prescribed configuration, with any features, limitations, control settings or other parameters as established by NCEMS. No copies of the Advanced Key will be made in any form or loaned or furnished to any person other than technicians and engineers either employed or contracted by the City. Any contracted agency must be approved in advance by NCEMS, such approval not unreasonably withheld, prior to the issuance of Advanced Key information.
7. Advanced Keys shall be issued to the City upon the approval of the City’s system key security procedures by NCEMS. If the City is responsible for programming subscriber devices owned by another approved user, such other user shall provide written authority to NCEMS to extend the ID range of the Advanced Key as needed to provided maintenance and programming services.
8. The City shall not share its use of or access to the System without prior written consent of NCEMS.
9. The City shall submit any new and/or existing equipment that it intends to use to access the System to NCEMS for compatibility assessment and logging of equipment serial numbers prior to the use of such equipment. Configuration information for System assets — Subscribers (portables, mobiles, consolettes) and Fixed Network Equipment — must be provided to NCEMS every time an asset is put into service on the County's system by the City.
10. The City shall notify NCEMS if there is any change in its inventory of equipment it uses to access the system, including, but not limited to, decommissioned, lost or stolen devices.



11. The City shall be responsible for the proper use of each device used to access the system. The City shall follow any applicable radio protocol that applies to system use and is established by the FCC and NCEMS (e.g., transmission breaks during lengthy traffic, deferral to emergency traffic, etc.). Frequencies and bandwidth supporting the system are at a premium, and use of the System is for legitimate criminal justice and public safety purposes only. The City will program subscriber devices to employ a time-out-timer that does not exceed 60-seconds in length to prevent radios from locking up systems unnecessarily in a manner determined by NCEMS.
12. The City shall ensure that all subscriber equipment shall be installed and maintained in such a manner as to be fully-compliant with FCC licenses and operating parameters (e.g.: output power, ERP, etc.).
13. The City understands that NCEMS maintains the right to audit its list of system access device users at any time, and will provide necessary information and otherwise reasonably cooperate with the conduct of such audits.

#### **J. Term**

This MOU shall extend for a term of five (5) years. Thereafter, the terms of this MOU shall continue for additional one (1) year terms until one party shall provide to the other party at least sixty (60) days notice of their intent to terminate this MOU at the end of the then-current term.

Nothing in this paragraph shall preclude the parties from agreeing to modification of this MOU by mutual consent at any time during the original term or any succeeding term for the life of this MOU.

#### **K. Notices**

Any notice to be given or document to be delivered to either the City or the County pursuant to this Agreement will be sufficient if delivered personally or sent by the United States Postal Service or other delivery service, return receipt required, to the addresses specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally or upon the sender receiving the written return receipt from the delivery service.

City: City of Bethlehem  
Office of the Mayor  
10 East Church Street  
Bethlehem, PA 18018

County: Northampton County Emergency Management Services  
Director of Emergency Management Services  
100 Gracedale Avenue  
Nazareth, PA 18064

**I. Effective Date**

This agreement shall become effective and binding upon the later of the second party to both fully execute and secure its governing body's approval of this agreement to the extent such approval may be required by the party.

**IN WITNESS WHEREOF** the parties have executed this Memorandum of Understanding on the dates indicated with their signatures, below.

NORTHAMPTON COUNTY:

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Lamont McClure  
County Executive

CITY OF BETHLEHEM

ATTEST:

\_\_\_\_\_  
George Yasso, City Controller

By: \_\_\_\_\_ (Seal)  
Robert J. Donchez, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I certify that the within Agreement is needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**System Equipment Inventory**

Location	Item	Model	Serial #	Quantity
City Hall	- 7.14 Network Management Client	HP	SFUG000E	1
	- Terminal Server	4000T	147CBY0026	1
	- Core Backhaul Switch 01		CN57DRR06N	1
	- Core Backhaul Switch 02		CN57DRR0V3	1
	- Core CWR Interface 01		147IRL0203	1
	- Core CWR Interface 02		147IRW0018	1
	- Core Router 01	S6000	147CRX0031	1
	- Core Router 02	S6000	147CRX0032	1
	- Gateway GPRS Service Node	S6000	147CRX0039	1
	- Gateway Router 01	S6000	147CRX0040	1
	- Gateway Router 02	S6000	147CRX0041	1
	- Core LAN Switch 01	T7856A	147CRX0042	1
	- Core LAN Switch 02	T7856A	147CRX0043	1
	- 7.14 Network Archive Server			1
	- Digital Archive Server		877CRX0005	1
	- 7.14 VMS Core 01	M3	280CRX0001	1
	- 7.14 VMS Core 02	M3	280CRX0000	1
	- Juniper Firewall	SSG20		1
	- Juniper Firewall	SSG140	185102015600049	1
	- UEM DMZ Switch	ProCurve	CN816ZT0J1	1
	- UEM Border Router	S6000	147CND1911	1
	Trak Time Sync			1
	KVM Switch 01			1
	KVM Switch 02			1
	Site Controller 01	GCP8000		1
	Site Controller 02	GCP8000		1
	Gateway Router 01	ST2500B		1
	Gateway Router 02	ST2500B		1
	Gateway Router 03	ST2500B		1
	Gateway Router 04	ST2500B		1
	Gateway Router 05	ST2500B		1
	Gateway Router 06	ST2500B		1
	LAN Switch 01	2610		1
	LAN Switch 02	2610		1
	MOSCAD SDM ADV 01	F4544A	469SJM000X	1
	MOSCAD SDM ADV 02	F4544A	469SJM003R	1
	MOSCAD SDM	SDM3000		1
	Interplexer	Harris		1

Location	Item	Model	Serial #	Quantity
South Mountain	Radios w/ Power Supplies	GTR8000		6
	Tower-top Amplifier			1
	Antenna Combiner			1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Trak 9100 Time Sync	FQSTD		1
	Site Controller 01	GCP8000	5808000DC	1
	Site Controller 02	GCP8000	5808000DI	1
	Prime Router 01	GGM8000	CA155Z87C	1
	Prime Router 02	GGM8000	CA155Z6RX	1
	Prime LAN Switch 01	ProCurve	CN816ZT0CU	1
	Prime LAN Switch 02	ProCurve	CN817ZT1IU	1
	Prime Site Router 01	S6000	147YJM0502	1
	Site Access Router 01	S6000	147YJM0496	1
	Site Access Router 02	S6000	147YJM0473	1
	Sub-Site Router 01	ST2500B	147YJP0326	1
	Sub-Site LAN Switch 01	ProCurve	CN817ZT1HL	1
	Comparator	GCM8000	580800DE	1
	Comparator	GCM8000	580800DG	1
	Comparator	GCM8000	580800DL	1
	MOSCAD SDM ADV 01	SDM3000	580800004	1
	MOSCAD SDM ADV 02	SDM3000	580800PT	1
	CWR INTF Panel 01		147YJM0117	1
	Site Router- Spare	S6000	147YJP0589	1
	Site Router- Spare	S6000	147YJP0679	1
	Site Router- Spare	S6000	147YJP0587	1
	Site Router- Spare	S6000	147YJM0524	1
Williams Street	Radios w/ Power Supplies	GTR8000		6
	Tower-top amplifier			1
	Antenna Combiner			1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Comparator	GCM8000		1
	Comparator	GCM8000		1
	Comparator	GCM8000		1
	Trak 9100 Time Sync	FQSTD		1
	Site Router 01	ST2500B	147YJP0377	1
	Site LAN Switch 01	ProCurve	CN8202T0HX	1
	MOSCAD SDM ADV 01	SDM3000	58080000A	1
	Nfinity UPS		NB1250312600	1

Location	Item	Model	Serial #	Quantity
Electric Shop	Radios w/ Power Supplies	GTR8000		6
	Tower-top amplifier			1
	Antenna Combiner		FC30824A07FF	1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Trak 9100 Time Sync	FQSTD		1
	Site Router	ST2500B	147YJP0327	1
	Site Router 01	ST2500B	147CND2173	1
	Site Router 02	ST2500B	147CND2174	1
	Site LAN Switch	ProCurve	CN816ZT0CV	1
	LAN Switch 01	ProCurve	CN201ZT004	1
	LAN Switch 02	ProCurve	CN147ZT0N9	1
	Site Controller	GCP8000	5DEY0072	1
	Gateway Router 01	ST2500B	147CND2176	1
	Gateway Router 02	ST2500B	147CND2184	1
	Gateway Router 03	ST2500B	147CND2178	1
	Gateway Router 04	ST2500B	147CND2186	1
	Gateway Router 05	ST2500B	147CND2181	1
	MOSCAD SDM ADV01	SDM3000	58080000E	1
	Back-Up Base Station PD Disp 01	Quantar	255CFZ0146	1
	Back-Up Base Station NCIC 02	Quantar	255CFZ0149	1
	Back-Up Base Station Fire 03	Quantar	255CFZ0151	1
	Back-Up Base Station PubWrks 04	Quantar	255CFZ0150	1
	Back-Up Base Station EMS 05	Quantar	255CFZ0152	1
	Back-Up Base Station	Quantar		1
	Back-Up Base Station	Quantar		1
	Interplexer	Harris	712015	1

# ATTACHMENT B

## Federal Communications Commission Authorizations

### REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



### Federal Communications Commission Public Safety and Homeland Security Bureau

### RADIO STATION AUTHORIZATION

**LICENSEE: BETHLEHEM, CITY OF**

**BETHLEHEM, CITY OF**  
10 E CHURCH ST  
BETHLEHEM, PA 18018

<b>Call Sign</b> WNWQ636	<b>File Number</b> 0006540980
<b>Radio Service</b> YE - PubSafy SpecEmer/PubSafyNtlPlan.806-817/851 -862MHz,Trunked	
<b>Regulatory Status</b> PMRS	
<b>Frequency Coordination Number</b>	

**FCC Registration Number (FRN): 0003199726**

<b>Grant Date</b> 11-13-2014	<b>Effective Date</b> 11-13-2014	<b>Expiration Date</b> 02-01-2025	<b>Print Date</b> 11-13-2014
---------------------------------	-------------------------------------	--------------------------------------	---------------------------------

### STATION TECHNICAL SPECIFICATIONS

#### Fixed Location Address or Mobile Area of Operation

- Loc. 1** Address: SO MTN PARK OFF MTN DR W  
City: BETHLEHEM County: NORTHAMPTON State: PA  
Lat (NAD83): 40-35-40.4 N Long (NAD83): 075-22-36.6 W ASR No.: N/A Ground Elev: 323.0
- Loc. 2** Address: CITY ELECTRIC SHOP E NORTH ST  
City: BETHLEHEM County: NORTHAMPTON State: PA  
Lat (NAD83): 40-37-30.4 N Long (NAD83): 075-21-58.6 W ASR No.: N/A Ground Elev: 104.0  
Location 2 Special Condition  
Secondary site subject to the condition that no interference is caused to co-channel users in an adjacent communications area.
- Loc. 3** Area of operation  
Land Mobile Control Station meeting the 6.1 Meter Rule: PA
- Loc. 4** Area of operation  
Operating within a 16.0 km radius around fixed location 1
- Loc. 5** Address: 95 WILLIAM STREET  
City: BETHLEHEM County: NORTHAMPTON State: PA  
Lat (NAD83): 40-36-19.0 N Long (NAD83): 075-20-58.0 W ASR No.: Ground Elev: 133.0
- Loc. 6** Area of operation  
Land Mobile Control Station meeting the 6.1 Meter Rule: PA
- Loc. 7** Area of operation  
Operating within a 16.0 km radius around fixed location 5

#### Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: BETHLEHEM, CITY OF

Call Sign: WNWQ636

File Number: 0006540980

Print Date: 11-13-2014

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000851.01250000	FB2	1		16K0F3E 8K10F1D	75.000	155.000	59.0	228.0	11-30-2010
1	1	000851.13750000	FB2	1		16K0F3E 8K10F1D	75.000	155.000	59.0	228.0	11-30-2010
1	1	000851.80000000	FB2	1		16K0F3E 8K10F1D	75.000	155.000	59.0	228.0	11-30-2010
1	1	000852.07500000	FB2	1		16K0F3E 8K10F1D	75.000	155.000	59.0	228.0	11-30-2010
1	1	000852.82500000	FB2	1		16K0F3E 8K10F1D	75.000	155.000	59.0	228.0	11-30-2010
1	1	000853.55000000	FB2	1		16K0F3E 8K10F1D	75.000	155.000	59.0	228.0	11-30-2010
1	1	000853.80000000	FB2	1		16K0F3E 8K10F1D	75.000	155.000	59.0	228.0	11-30-2010
2	1	000854.66250000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	02-01-2003
2	1	000854.98750000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	02-01-2003
2	1	000855.96250000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	02-01-2003
2	1	000855.41250000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	04-27-2007
2	1	000858.58750000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	04-27-2007
2	1	000851.01250000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	11-30-2010
2	1	000851.13750000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	11-30-2010
2	1	000851.80000000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	11-30-2010

Licensee Name: BETHLEHEM, CITY OF

Call Sign: WNWQ636

File Number: 0006540980

Print Date: 11-13-2014

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Ch.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000852.07500000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	11-30-2010
2	1	000853.82500000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	11-30-2010
2	1	000853.55000000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	11-30-2010
2	1	000853.80000000	FB2	1		16K0F3E 8K10F1D	70.000	164.000	37.0	104.0	11-30-2010
3	1	000809.66150000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000809.98750000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000810.96150000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000810.41250000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000813.58750000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000806.01250000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000806.13750000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000806.51250000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000806.80000000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000807.01250000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000807.07500000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			



Licensee Name: BETHLEHEM, CITY OF

Call Sign: WNWQ636

File Number: 0006540980

Print Date: 11-13-2014

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Ch.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
3	1	000807.51250000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000807.82500000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000808.01250000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000808.55000000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
3	1	000808.80000000	FX1	16		16K0F3E 8K10F1D	10.000	35.000			
4	1	000809.66250000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			
4	1	000809.98750000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			
4	1	000810.96250000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			
4	1	000810.41250000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			04-27-2007
4	1	000813.58750000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			04-27-2007
4	1	000806.01250000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000806.13750000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000806.51250000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000806.80000000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000807.01250000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010

Licensee Name: BETHLEHEM, CITY OF

Call Sign: WNWQ636

File Number: 0006540980

Print Date: 11-13-2014

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Clk.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
4	1	000807.0750000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000807.5115000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000807.8250000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000808.0125000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000808.5500000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000808.8000000	MO	1100		16K0F3E 8K10F1D	35.000	35.000			11-30-2010
4	1	000853.8000000	MO	1100		8K10F1D	35.000	35.000			04-22-2011
4	1	000853.5500000	MO	1100		8K10F1D	35.000	35.000			04-22-2011
4	1	000853.8250000	MO	1100		8K10F1D	35.000	35.000			04-22-2011
4	1	000853.0750000	MO	1100		8K10F1D	35.000	35.000			04-22-2011
4	1	000851.8000000	MO	1100		8K10F1D	35.000	35.000			04-22-2011
4	1	000851.1375000	MO	1100		8K10F1D	35.000	35.000			04-22-2011
5	1	000853.8000000	FB2	1		8K10F1D	33.100	145.800	6.1	23.8	04-22-2011
5	1	000853.5500000	FB2	1		8K10F1D	33.100	145.800	6.1	23.8	04-22-2011
5	1	000853.8250000	FB2	1		8K10F1D	33.100	145.800	6.1	23.8	04-22-2011
5	1	000853.0750000	FB2	1		8K10F1D	33.100	145.800	6.1	23.8	04-22-2011
5	1	000851.8000000	FB2	1		8K10F1D	33.100	145.800	6.1	23.8	04-22-2011
5	1	000851.1375000	FB2	1		8K10F1D	33.100	145.800	6.1	23.8	04-22-2011

Licensee Name: BETHLEHEM, CITY OF

Call Sign: WNWQ636

File Number: 0006540980

Print Date: 11-13-2014

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Ch.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
6	1	000806.80000000	FX1	16		8K10F1D	10.000	35.000			
6	1	000808.55000000	FX1	16		8K10F1D	10.000	35.000			
6	1	000807.82500000	FX1	16		8K10F1D	10.000	35.000			
6	1	000807.07500000	FX1	16		8K10F1D	10.000	35.000			
6	1	000806.13750000	FX1	16		8K10F1D	10.000	35.000			
6	1	000808.80000000	FX1	16		8K10F1D	10.000	35.000			
7	1	000808.55000000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000808.80000000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000807.82500000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000807.07500000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000806.13750000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000806.80000000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000853.80000000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000853.55000000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000852.82500000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000852.07500000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011
7	1	000851.80000000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-22-2011

Licensee Name: BETHLEHEM, CITY OF

Call Sign: WNWQ636

File Number: 0006540980

Print Date: 11-13-2014

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
7	1	000851.13750000	MO	1110		16K0F3E 8K10F1D	35.000	35.000			04-21-2011

**Control Points**

Control Pt. No. 1

Address: 10 E CHURCH ST

City: BETHLEHEM County: State: PA Telephone Number: (610)865-7108

**Associated Call Signs**

WPFA301

<NA>

**Waivers/Conditions:**

Authorization on a secondary basis.

**REFERENCE COPY**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



**Federal Communications Commission  
Public Safety and Homeland Security Bureau**

**RADIO STATION AUTHORIZATION**

**LICENSEE: BETHLEHEM, CITY OF**

**ATTN: SCOTT THOMPSON  
BETHLEHEM, CITY OF  
10 E CHURCH ST  
BETHLEHEM, PA 18018**

<b>Call Sign</b> WPFA301	<b>File Number</b> 0006230088
<b>Radio Service</b> YE - PubSaftey SpecEmer/PubSafteyNtlPlan.806-817/851 -862MHz,Trunked	
<b>Regulatory Status</b> PMRS	
<b>Frequency Coordination Number</b>	

**FCC Registration Number (FRN): 0003199726**

<b>Grant Date</b> 03-19-2014	<b>Effective Date</b> 03-19-2014	<b>Expiration Date</b> 06-03-2024	<b>Print Date</b> 04-08-2014
---------------------------------	-------------------------------------	--------------------------------------	---------------------------------

**STATION TECHNICAL SPECIFICATIONS**

**Fixed Location Address or Mobile Area of Operation**

- Loc. 1** Area of operation  
Land Mobile Control Station meeting the 6.1 Meter Rule: PA
- Loc. 2** Address: 10 E CHURCH ST ELECTRICAL SHOP  
City: BETHLEHEM County: NORTHAMPTON State: PA  
Lat (NAD83): 40-37-30.4 N Long (NAD83): 075-21-58.6 W ASR No.: Ground Elev: 104.0
- Loc. 3** Area of operation  
Operating within a 14.0 km radius around fixed location 2
- Loc. 4** Area of operation  
Operating within a 14.0 km radius around fixed location 2

**Antennas**

Loc	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant Ht/Tp meters	Ant AAT meters	Construct Deadline Date
1	1	000S09.66250000	FX1	1		8K10F1D	10.000	20.000			
1	1	000S09.98750000	FX1	1		8K10F1D	10.000	20.000			
1	1	000S10.96250000	FX1	1		8K10F1D	10.000	20.000			

**Conditions:**

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: BETHLEHEM, CITY OF

Call Sign: WPFA301

File Number: 0006230088

Print Date: 04-08-2014

Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cks.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000810.41250000	FX1	1		8K10F1D	10.000	20.000			
1	1	000813.58750000	FX1	1		8K10F1D	10.000	20.000			
2	1	000854.66250000	FB2	1		8K10F1D	70.000	164.000	37.0	3.0	
2	1	000854.98750000	FB2	1		8K10F1D	70.000	164.000	37.0	3.0	
2	1	000855.96250000	FB2	1		8K10F1D	70.000	164.000	37.0	3.0	
2	1	000855.41250000	FB2	1		8K10F1D	70.000	164.000	37.0	3.0	04-21-2007
2	1	000858.58750000	FB2	1		8K10F1D	70.000	164.000	37.0	3.0	04-21-2007
3	1	000809.66250000	MO	500		8K10F1D	35.000	35.000			
3	1	000809.98750000	MO	500		8K10F1D	35.000	35.000			
3	1	000810.96250000	MO	500		8K10F1D	35.000	35.000			
3	1	000810.41250000	MO	500		8K10F1D	35.000	35.000			04-21-2007
3	1	000813.58750000	MO	500		8K10F1D	35.000	35.000			04-21-2007
3	1	000813.58750000	MO	9		8K10F1D	3.500	3.000			10-01-2010
3	1	000854.66250000	MO	500		8K10F1D	35.000	35.000			10-01-2010
3	1	000854.98750000	MO	500		8K10F1D	35.000	35.000			10-01-2010
3	1	000855.41250000	MO	500		8K10F1D	35.000	35.000			10-01-2010
3	1	000855.96250000	MO	500		8K10F1D	35.000	35.000			10-01-2010
3	1	000858.58750000	MO	500		8K10F1D	35.000	35.000			10-01-2010
3	1	000858.58750000	MO3	9		8K10F1D	3.000	3.000			10-01-2010

Licensee Name: BETHLEHEM, CITY OF

Call Sign: WPPA301

File Number: 0006230088

Print Date: 04-08-2014

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
4	1	000858.58750000	FB2T	1		8K10F1D	35 000	35.000			

**Control Points**

Control Pt. No. 1

Address: 248 E. GARRISON ST.

City: BETHLEHEM County: State: PA Telephone Number: (610)865-7108

**Associated Call Signs**

<NA>

**Waivers/Conditions:**

Antenna structures for land, base and fixed stations authorized for operation at temporary unspecified locations may be erected without specific prior approval of the Commission where such antenna structures do not exceed a height of 60.96 meters (200 feet) above ground level; provided that the overall height of such antennas more than 6.10 meters (20 feet) above ground, including their supporting structures (whether natural formation or man-made), do not exceed any of the slope ratios set forth in Section 17.7(b). Any antenna to be erected in excess of the foregoing limitations requires prior Commission approval. Licensees seeking such approval should file application for modification of license. In addition, notification to the Federal Aviation Administration is required whenever the antenna will exceed 60.96 meters (200 feet) above the ground and whenever notification is otherwise required by Section 17.7 of the Commission's Rules. Such notification should be given by filing FAA Form 7460-1, Notice of Proposed Construction or Alteration, in duplicate, with the nearest office of the Federal Aviation Administration, which form is available from that office.

# ATTACHMENT C

## System Talk Groups

POLICE <sup>1</sup>	FIRE <sup>2</sup>	EMS <sup>3</sup>	PUBLIC WORKS <sup>4</sup>	OTHER <sup>5</sup>	
PD-DISP	FD-DIS	EMS-DIS	Planning 1	Talkgrp 1	PUBINFO 1
PD-ADM	FD-ADM	EMS-ADM	Planning 2	Talkgrp 2	MSKFEST
PD-ADM 2	FD-EVNT	EMS-OPS1	Planning 3	Talkgrp 3	Logistics 1
PD-ERT	FD-HZMT	EMS-OPS2	PWSPOP1	Talkgrp 4	Logistics 2
PD-INV	FD-INSP	MHLNBRG	PWSPOP2	Talkgrp 5	Logistics 3
PD-NCIC	FD-INSP	STLUKES	PWELEC1	TUWAY	INTERCOM
PD-SP OPS	FD-SP OPS	STLKE ANDER	PW-WWTP	Radio Maint	GOLFCRS
PD-TAC 1	FD-TAC1		PW-WTR	PARKSDIS	C-D-DIS
PD-TAC 2	FD-TAC2		PW-STRTS	PARKSADM	BSDATD1
PD-TRAF	FD-TAC3		PW-SRVC	OPS1	BSDATD2
PDEVNT 1	FD-TAC4		PW-SEWR	OPS2	BSDATD3
PDEVNT 2	FD-TAC5		PW-METER	OPS3	BSD-DIS
PDLUKOT			PW-ELEC	OPS4	BSD-SEC
E-VICE			PW-MECH	OPS5	BPA-DSP
Command 1				CTY-ADM	BPA-ADM
Command 2				COMM CENTER	BPA-MNT
Command 3				COMM CTR ANN	EMERGENCY
				CITYHELP	CTYSPOP
				CDRCYL	CAMPUS PD
				COB-EMA	COB-MUTAID
		<b>MORAVIAN COLLEGE<sup>6</sup></b>	<b>LEHIGH UNIVERSITY<sup>7</sup></b>		
		MOR-DIS	LEH-DIS		
		MOR-ADM	LEH-INV		
			LEH-SG		
			LEH-SUP		
			LEHEVNT		

*This talkgroup list has been developed from the ASTRO system core provisioning file as of December 5, 2018.*

<sup>1</sup> Configuration and use of talk groups in this column must be coordinated with the Bethlehem City Police Chief

<sup>2</sup> Configuration and use of talk groups in this column must be coordinated with the Bethlehem City Fire Chief

<sup>3</sup> Configuration and use of talk groups in this column must be coordinated with the Bethlehem City EMS Director

<sup>4</sup> Configuration and use of talk groups in this column must be coordinated with the Bethlehem City Public Works Director

<sup>5</sup> Configuration and use of talk groups in this section must be coordinated with the Bethlehem EMS Coordinator.

<sup>6</sup> Configuration and use of talk groups in this section must be coordinated with the Moravian College Police Chief

<sup>7</sup> Configuration and use of talk groups in this section must be coordinated with the Lehigh University Police Chief



**ATTACHMENT D**  
**Motorola Transfer Documents**



**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.  
809 Pineade Drive, Suite G  
Linthicum Heights, MD 21090

Telephone: +1 410 712 6200  
Fax: +1 410 712 6501

November 19, 2018

Greg Cryder  
Electrical Bureau Chief  
City of Bethlehem  
10 East Church Street  
Bethlehem, PA 18018

RE: Transfer of MSI SLA from City of Bethlehem to Northampton County

Dear Mr. Cryder:

This letter is to be included with the previously provided MSI Transfer License.

All parties agree that all payment and license fees have been paid in full. No additional license fees are required.

Please complete the SLA transfer form. There is no cost to either the City or County for the transfer.

Please return to Motorola a copy of the SLA transfer form.

Thank you,

A handwritten signature in dark ink, appearing to read 'D. Ventura'.

Dominic Ventura  
Area Sales Manager – Pennsylvania  
Motorola Solutions, Inc.

**WRITTEN NOTIFICATION OF TRANSFER OF MOTOROLA PRODUCTS  
AND ASSIGNMENT OF LICENSE AGREEMENT**  
(See License Agreement [5/19/98] - Section 4)

PRESENT LICENSEE: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

The PRESENT LICENSEE (identified above) hereby transfers the Motorola Products (identified below), and assigns the corresponding license rights under this License Agreement, to the NEW LICENSEE (identified below).

MOTOROLA PRODUCTS: *(here list all products being transferred)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW LICENSEE: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Agreement by NEW LICENSEE to this License Agreement:

I, \_\_\_\_\_, hereby agree to the terms and conditions of the License  
*(enter name of the New Licensee)*  
Agreement between Motorola and \_\_\_\_\_, which License Agreement  
*(enter the name of the Present Licensee)*  
was signed by \_\_\_\_\_, on \_\_\_\_\_  
*(enter name of Present Licensee)* *(enter date of the current Agreement signing)*

Signed \_\_\_\_\_  
*(authorized signatory of the New Licensee)*

Date: \_\_\_\_\_  
*(date of this signing)* *(effective date of transfer - if different than signing date)*



RESOLUTION NO. 2019-\_\_\_\_\_

WHEREAS, in 2015, the Commonwealth of Pennsylvania adopted Act 12, an amendment to the state's consolidated statutes which govern 9-1-1 emergency communications services and which made clear the Commonwealth's intent to streamline and make 9-1-1 systems more cost-effective by encouraging shared use of technologies and services and consolidation of public-safety answering points (PSAPs); and,

WHEREAS, Act 12 is scheduled to sunset on June 30, 2019, and the Commonwealth of Pennsylvania will no longer provide 9-1-1 funding to the City; and,

WHEREAS, Northampton County (hereinafter "County") and the City of Bethlehem (hereinafter "City") immediately began planning future provision of 9-1-1 services to the residents of the City; and,

WHEREAS, the City intends to transfer ownership of its 800MHz Motorola ASTRO P25 radio system to the County for a mutually-agreed sum; and,

WHEREAS, the County will receive all the necessary radio system equipment, including the master access key, required to have a fully operational radio system comprised of six (6) duplex channels (one control channel and five voice channels) operating on Motorola ASTRO software version 7.14; and,

WHEREAS, the City and current users of the system will continue to have access and use the system for operational voice communications; and,

WHEREAS, although Council approval for the transfer of this personal property is required, the transaction is exempt from advertising and bidding under the Third Class City Code because the equipment is being transferred to another municipality. (11 Pa.C.S. § 12402.1(e)(1))

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute an Agreement of Sale, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, with Northampton County, doing business through the Northampton County Emergency Management Services, for the sale and acquisition of communications equipment as specified in the Agreement of Sale, and according to the terms and conditions indicated therein and made a part hereof.

Sponsored by \_\_\_\_\_  
\_\_\_\_\_

ADOPTED by Council this       day of       , 2019.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

## AGREEMENT OF SALE

This Agreement of Sale (Agreement) is made by and between the CITY OF BETHLEHEM, doing business at 10 East Church Street, Bethlehem, Pennsylvania, 18018 (hereinafter referred to as "City")

AND

NORTHAMPTON COUNTY, doing business through the Northampton County Emergency Management Services at 100 Gracedale Avenue, Nazareth, Pennsylvania, 18064 (hereinafter referred to as "County") for the acquisition of communications equipment as specified herein.

**IN CONSIDERATION OF THE COVENANTS** contained in this Agreement of Sale, the parties to this Agreement agree as follows:

1. **Sale of Equipment and Related Components:** The City will sell, transfer, assign and deliver to the County a Motorola ASTRO 7.14 trunked radio system and associated items (hereinafter referred to as "System") specified in Attachment "A" to this Agreement as well as all necessary parts, cables, components, software, etc., whether specified or not, to provide a complete and operating system

To the extent the City's right to sell, transfer, assign and deliver any part of the System (hardware or software) is limited by the reservation of proprietary rights by any third party manufacturer, supplier or vendor, City and County will cooperate to secure necessary permissions and assignments from such third parties to accomplish the purposes of this Agreement. County shall accept terms and conditions of equipment and software manufacturers, suppliers and vendors imposed by them on a buyer, transferee, licensee or assignee as a condition of consenting to the sale, transfer, licensing, assignment and delivery, as the case may be, of System hardware, software and applicable warranties to County.

2. **Purchase Price:** The County will accept the System and pay the City the sum of one million three hundred sixty seven thousand dollars (\$1,367,000) in equal payments of three hundred forty one thousand seven hundred fifty dollars (\$341,750) over a period of four (4) years and upon receipt of an invoice presented by the City. The first payment shall be due following the execution of this Agreement and within thirty (30) days of the County's receipt of the City's first invoice. Thereafter, invoices shall be presented and payment made in like manner on or about the anniversary date of this Agreement in Years 2-4. The County and the City acknowledge the sufficiency of this consideration. The System has been priced as a complete and integrated system.
3. **FCC License Transfer:** This Agreement is contingent on the City transfer of its FCC licenses WNWQ636 and WPFA301 to the County. Failure to transfer the licenses, whether by the City or administrative decision of the FCC, shall make this Agreement null and void.

4. **Delivery of System:** The parties acknowledge the System is installed at various sites in the City and County, and this Agreement is contingent upon the System remaining at those sites at the time of its transfer from the City to the County. Those items that are not fixed or physically installed will be delivered by the City to the County in a mutually-acceptable manner.
5. **Risk of Loss:** The risk of loss from any casualty to the System, regardless of the cause, shall be on the City until the System has been transferred to the County. The County shall provide, at its expense, insurance on the System until payment in full is made to the City.
6. **Warranties:** THE SYSTEM IS SOLD 'AS IS' AND THE CITY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The City does not assume, or authorize any other person to assume on behalf of the City, any liability in connection with the sale of the System. The City's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the System.
7. **System Inspection:** The County will be given the opportunity to inspect the System or to have it inspected prior to the execution of this Agreement, and the County will accept the System in its then-existing condition. Further, the City disclaims any warranty as to the condition of the System.
8. **Title:** Title to the system will remain with the City until the execution of this Agreement by both the City and the County. The City will provide to the County a document of title for the System.
9. **Security Interest:** The City retains a security interest in the System until it is paid in full.
10. **Claims:** The County's failure to give notice of any claim within thirty (30) days of receipt of title to the System will constitute an unqualified acceptance of the System and a waiver by the County of all claims with respect to the System.
11. **Excuse for Delay or Failure to Perform:** The City will be not be liable in any way for any delays due to labor disputes, transportation shortages, delays in receipt of materials, priorities, fires, accidents and other causes beyond the control of the City. If the City, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the System in accordance with this Agreement, the City will have the right to terminate this Agreement by notice in writing to the County, which notices will be accompanied by a full refund of all sums paid by the County pursuant to this Agreement.

12. **Remedies:** The County's exclusive remedy against City and the City's limit of liability to County for any and all losses or damages resulting from defects of the System equipment, related components and software, or from any other cause, shall be the lesser amount of the County's actual payments for the System or the amount of the County's actual loss. City's liability hereunder shall be secondary and supplemental, not joint or concurrent, to County's right to warranty relief against any manufacturer, vendor or supplier. Nothing in this paragraph shall be interpreted or enforceable to modify or reduce the limitations of City's liability effected under paragraphs 6, 7 and 10, above.
13. **Cancellation:** Either the City or the County may exercise an option to cancel this Agreement subsequent to its execution by both parties but before the first payment is made by the County to the City.
14. **Notices:** Any notice to be given or document to be delivered to either the City or the County pursuant to this Agreement will be sufficient if delivered personally or sent by the United States Postal Service or other delivery service, return receipt required, to the addresses specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally or upon the sender receiving the written return receipt from the delivery service.

City: City of Bethlehem  
Director of Emergency Management  
10 East Church Street  
Bethlehem, PA 18018

County: Northampton County Emergency Management Services  
Director of Emergency Management Services  
100 Gracedale Avenue  
Nazareth, PA 18064

15. **GENERAL PROVISIONS:**

Headings are inserted for convenience only, and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

All representations and warranties of the City contained in this Agreement will survive the closing of this Agreement.

Either party to this Agreement may assign its rights under this Agreement upon the approval of the other party, which approval shall not be unreasonably withheld, and further subject to permission or agreement required of any third party manufacturer, vendor or supplier. Such assignment will not change the duty of either party, increase the burden or risk involved, or impair the chance of obtaining the performance of the Agreement. Each party has a substantial interest in having the other party perform or control the acts required by this Agreement.

This Agreement cannot be modified in any way except in writing by both parties to this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The venue of any dispute arising under this Agreement shall lie exclusively within the Court of Common Pleas of Northampton County.

Except where otherwise stated in this Agreement, all terms employed in this Agreement shall have the same definition as set forth in the Uniform Commercial Code in effect in the Commonwealth of Pennsylvania on the date of execution of this Agreement.

If any clause in this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder-of-fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.

This Agreement will inure to the benefit of and be binding upon the City and County and their respective successors and assigns.

16. **Authority to Execute:** Each party represents it has all the necessary approvals, consents and authorizations required to enter into this Agreement, and the person(s) executing this Agreement on behalf of the parties has the authority to do so.
17. **Entire Agreement:** This Agreement constitutes an agreement of sale between the parties, and the County acknowledges that it has not relied upon any representation of the City as to prospective performance of the System, but has relied upon its own inspection and investigation of the subject matter. Upon execution of this Agreement, the parties will execute a memorandum of understanding for the ongoing use and operation of the System and a lease governing the sites and terms where System equipment shall be located. These three documents are related to and dependent upon each other and will constitute the entire understanding between the parties.
18. **Effective Date:** This Agreement of Sale shall become effective and binding upon the later of the second party to both fully execute and secure its governing body's approval of the Agreement to the extent such approval may be required by the party.



**IN WITNESS WHEREOF** the parties have executed this Agreement of Sale on the dates indicated with their signatures, below.

**NORTHAMPTON COUNTY**

**ATTEST:**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ (Seal)  
Lamont McClure  
County Executive

**CITY OF BETHLEHEM**

**ATTEST:**

\_\_\_\_\_  
George Yasso  
City Controller

By: \_\_\_\_\_ (Seal)  
Robert J. Donchez  
Mayor

I certify that the within Agreement is needed, necessary and appropriate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: \_\_\_\_\_

**ATTACHMENT "A"**  
**Communications System Equipment List**

Location	Item	Model	Serial #	Quantity
City Hall	- 7.14 Network Management Client	HP	SFUG000E	1
	- Terminal Server	4000T	147CBY0026	1
	- Core Backhaul Switch 01		CN57DRR06N	1
	- Core Backhaul Switch 02		CN57DRR0V3	1
	- Core CWR Interface 01		147IRL0203	1
	- Core CWR Interface 02		147IRW0018	1
	- Core Router 01	S6000	147CRX0031	1
	- Core Router 02	S6000	147CRX0032	1
	- Gateway GPRS Service Node	S6000	147CRX0039	1
	- Gateway Router 01	S6000	147CRX0040	1
	- Gateway Router 02	S6000	147CRX0041	1
	- Core LAN Switch 01	T7856A	147CRX0042	1
	- Core LAN Switch 02	T7856A	147CRX0043	1
	- 7.14 Network Archive Server			1
	- Digital Archive Server		877CRX0005	1
	- 7.14 VMS Core 01	M3	280CRX0001	1
	- 7.14 VMS Core 02	M3	280CRX0000	1
	- Juniper Firewall	SSG20		1
	- Juniper Firewall	SSG140	185102015600049	1
	- UEM DMZ Switch	ProCurve	CN816ZT0J1	1
	- UEM Border Router	S6000	147CND1911	1
	Trak Time Sync			1
	KVM Switch 01			1
	KVM Switch 02			1
	Site Controller 01	GCP8000		1
	Site Controller 02	GCP8000		1
	Gateway Router 01	ST2500B		1
	Gateway Router 02	ST2500B		1
	Gateway Router 03	ST2500B		1
	Gateway Router 04	ST2500B		1
	Gateway Router 05	ST2500B		1
	Gateway Router 06	ST2500B		1
	LAN Switch 01	2610		1
	LAN Switch 02	2610		1
	MOSCAD SDM ADV 01	F4544A	469SJN000X	1
	MOSCAD SDM ADV 02	F4544A	469SJN003R	1
	MOSCAD SDM	SDM3000		1
	Interplexer	Harris		1

Location	Item	Model	Serial #	Quantity
South Mountain	Radios w/ Power Supplies	GTR8000		6
	Tower-top Amplifier			1
	Antenna Combiner			1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Trak 9100 Time Sync	FQSTD		1
	Site Controller 01	GCP8000	5808000DC	1
	Site Controller 02	GCP8000	5808000DI	1
	Prime Router 01	GGM8000	CA155Z87C	1
	Prime Router 02	GGM8000	CA155Z6RX	1
	Prime LAN Switch 01	ProCurve	CN816ZT0CU	1
	Prime LAN Switch 02	ProCurve	CN817ZT1IU	1
	Prime Site Router 01	S6000	147YJM0502	1
	Site Access Router 01	S6000	147YJM0496	1
	Site Access Router 02	S6000	147YJM0473	1
	Sub-Site Router 01	ST2500B	147YJP0326	1
	Sub-Site LAN Switch 01	ProCurve	CN817ZT1HL	1
	Comparator	GCM8000	580800DE	1
	Comparator	GCM8000	580800DG	1
	Comparator	GCM8000	580800DL	1
	MOSCAD SDM ADV 01	SDM3000	580800004	1
	MOSCAD SDM ADV 02	SDM3000	580800PT	1
	CWR INTF Panel 01		147YJM0117	1
	Site Router- Spare	S6000	147YJP0589	1
	Site Router- Spare	S6000	147YJP0679	1
	Site Router- Spare	S6000	147YJP0587	1
	Site Router- Spare	S6000	147YJM0524	1
Williams Street	Radios w/ Power Supplies	GTR8000		6
	Tower-top amplifier			1
	Antenna Combiner			1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Comparator	GCM8000		1
	Comparator	GCM8000		1
	Comparator	GCM8000		1
	Trak 9100 Time Sync	FQSTD		1
	Site Router 01	ST2500B	147YJP0377	1
	Site LAN Switch 01	ProCurve	CN8202T0HX	1
	MOSCAD SDM ADV 01	SDM3000	58080000A	1
	Nfinity UPS		NB1250312600	1

Location	Item	Model	Serial #	Quantity
Electric Shop	Radios w/ Power Supplies	GTR8000		6
	Tower-top amplifier			1
	Antenna Combiner		FC30824A07FF	1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Trak 9100 Time Sync	FQSTD		1
	Site Router	ST2500B	147YJP0327	1
	Site Router 01	ST2500B	147CND2173	1
	Site Router 02	ST2500B	147CND2174	1
	Site LAN Switch	ProCurve	CN816ZT0CV	1
	LAN Switch 01	ProCurve	CN201ZT004	1
	LAN Switch 02	ProCurve	CN147ZT0N9	1
	Site Controller	GCP8000	5DEY0072	1
	Gateway Router 01	ST2500B	147CND2176	1
	Gateway Router 02	ST2500B	147CND2184	1
	Gateway Router 03	ST2500B	147CND2178	1
	Gateway Router 04	ST2500B	147CND2186	1
	Gateway Router 05	ST2500B	147CND2181	1
	MOSCAD SDM ADV01	SDM3000	58080000E	1
	Back-Up Base Station PD Disp 01	Quantar	255CFZ0146	1
	Back-Up Base Station NCIC 02	Quantar	255CFZ0149	1
	Back-Up Base Station Fire 03	Quantar	255CFZ0151	1
	Back-Up Base Station PubWrks 04	Quantar	255CFZ0150	1
	Back-Up Base Station EMS 05	Quantar	255CFZ0152	1
	Back-Up Base Station	Quantar		1
	Back-Up Base Station	Quantar		1
	Interplexer	Harris	712015	1

RESOLUTION NO. 2019-\_\_\_\_

Authorization For Communication Sites Lease Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute a Communication Sites Lease Agreement, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, with Northampton County, doing business through the Northampton County Emergency Management Services, for the purpose of leasing portions of certain City-owned or City-leased properties and granting permission to Northampton County to install and/or operate radio communications equipment, all as described and specified in said Communication Sites Lease Agreement, and according to the terms and conditions indicated therein and made a part hereof.

Sponsored by \_\_\_\_\_  
\_\_\_\_\_

ADOPTED by Council this            day of            , 2019.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF BETHLEHEM  
COMMUNICATION SITES LEASE AGREEMENT**

This Communications Site Lease Agreement (Agreement) is made by and between the CITY OF BETHLEHEM, doing business at 10 East Church Street, Bethlehem, Pennsylvania, 18018 (hereinafter referred to as "Lessor")

AND

NORTHAMPTON COUNTY, doing business through the Northampton County Emergency Management Services at 100 Gracedale Avenue, Nazareth, Pennsylvania, 18064 (hereinafter referred to as "Lessee") is hereby effective in accordance with the following terms:

1. Demised Premises -

- A. The Lessor owns certain real property located as more fully described on Exhibit A attached hereto and incorporated herein by reference and hereinafter referred to as the "Demised Premises," except the premises identified as the "Water Tank" which the City leases and is more specifically addressed in "B", below. Lessor hereby grants permission to Lessee to install and/or operate radio communications equipment as described in Exhibit B attached hereto and incorporated herein by reference, including reasonable substitutes and replacement equipment during the life of this Agreement. Lessor shall make reasonable modifications to Demised Premises at Lessee's request that may include erection of partitions, moving of heating and air conditioning ducts, and special security provisions. The cost of any such modifications shall be borne by Lessee. Lessee or its authorized agents or contractors shall be provided with twenty-four (24) hour access to its equipment located on the Demised Premises.
- B. The Lessor leases that portion of the Demised Premises identified as the "Water Tank" on Williams Street in Bethlehem. Said premises are owned by the Bethlehem Authority. City occupies the premises pursuant to a lease agreement between the Authority and the City dated January 1, 1992 as amended through the Eighth Supplemental Contract and Lease dated September 1, 2014 extending the lease term through November 15, 2032. City will secure the necessary permission from the Authority to enter into this Lease for the Water Tank. This Lease will constitute a Sublease of the Water Tank between the City and County. The required permission shall be secured through the Bethlehem Authority board's consenting to City's entering this Lease with the County. This Lease Agreement is contingent upon the Authority board granting such permission which shall be confirmed by correspondence from the Authority solicitor that such permission was granted upon formal vote by the board.

2. Electricity - Lessor shall provide electric power for the Lessee's communications equipment at no cost as part of this lease. This shall include both normal utility power and emergency generation capabilities. The cost of any modifications required for the Lessee's communications equipment shall be borne by the Lessee, and all such electrical work shall be coordinated and acceptable to the Electrical Bureau, Department of Public Works and approved by the City Electrician.

3. Interference - Lessee shall not install and/or operate any communications equipment and cables/lines between antennas and its equipment which shall interfere with any other existing communications equipment or antennas. Lessor will not lease space on the Tower to any third party whose use of the space would interfere with Lessee's use. The last party locating Communication Equipment at the Demised Premises, including the Lessor and Lessee, shall be responsible for mitigating interference to any equipment already located at the site or, if failing to do so to the satisfaction of the affected party, shall remove the interfering equipment from the site. All communications equipment shall be installed at the Demised Premises in accordance with good and accepted engineering practice.

4. Ingress and Egress to Demised Premises - Lessee shall have a non-exclusive right of reasonable ingress and egress, seven days a week, on a 24 hour basis, by foot or motor vehicle, including trucks, to the Demised Premises for the purposes of maintenance, installation and repairs to the communications equipment. It is agreed, however, that only authorized employees, engineers, agents or contractors of the Lessee, or persons under Lessee's direct supervision, will be permitted to enter the Demised Premises. Lessor may require city personnel to accompany the authorized employee of the Lessee.

5. Term - This Agreement shall commence upon the date of execution by the parties and shall continue for an initial term (the "Original Term") of twenty (20) years as defined below. At the Lessee's option, this Agreement can be extended for two (2) subsequent five (5) year terms. Thereafter, this Agreement shall continue in force and effect upon the terms and conditions contained herein unless Lessee terminates this Agreement by providing written notice to Lessor at least ninety (90) days prior to the expiration of the Original Term. Lessor may terminate this agreement at any time prior to the end of a term with one hundred eighty (180) days notice. The Sublease of the Water Tank shall run for a separate term and concurrent with the City's lease term under its agreement with the Bethlehem Authority and any extensions thereof if not terminated by the parties as permitted herein or by the Authority as permitted under the principal lease references in paragraph 1-B, above.

6. Rent - The Lessor shall not charge the Lessee any rent for the Demised Premises for the term of this lease.

7. Permitted Uses - Lessee shall use the Demised Premises for the purpose of installing, maintaining, repairing and operating communication equipment for wireless voice and/or data transmission. The installation and operation of these facilities shall be conducted in accordance with the standards imposed by the Federal Communications Commission, and any other local, state or federal body with authority over such transmission and operation. All improvements shall be at Lessee's expense. Lessee shall use the Demised Premises for no other purpose without the prior written consent of Lessor.

8. Necessity of Permits; Right to Terminate - It is understood and agreed that Lessee's ability to use the Demised Premises is contingent upon its obtaining, all certificates, permits, licenses and other approvals that may be required by any federal, state or local authorities, including without limitation the Federal Communication Commission and the Federal Aviation Administration (the "Permits") to allow Lessee to use the Demised Premises for its intended purposes, as set forth herein. Lessor shall cooperate with Lessee in its efforts to obtain any and all Permits, if requested, and shall take no action which would adversely affect the status of the Demised Premises with respect to the intended use thereof by Lessee. Lessee is hereby given the right to survey, radio coverage test, and conduct other investigations needed to secure the Permits.

In the event that any of the Permits are not granted or issued, are cancelled, expire, lapse or are otherwise withdrawn or terminated (after Lessee's due diligence to maintain the same) or events cause the Demised Premises to be unsuitable to satisfy Lessee's communications system goals or requirements, Lessee shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Lessor. Upon such termination this Agreement shall become null and void and the parties shall have no further obligations to each other under the terms of this Agreement. If Lessee shall terminate this Agreement for any other reason, Lessee shall give Lessor one hundred eighty (180) days written notice.

9. Removal of Lessee's Improvements Upon Termination - Lessor covenants and agrees that no part of the improvements constructed, erected or placed by Lessee on the Demised Premises shall become, or be considered as being affixed to or a part of, the Demised Premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Demised Premises shall be and remain the property of Lessee. Lessee, upon termination of this Agreement, shall, within 120 days, remove such improvements, including without limitation the communications equipment from the Demised Premises. The Demised Premises shall be returned to a condition that reasonably matches its original condition, reasonable wear and tear accepted.



10. Maintenance of Communications Equipment - Lessee agrees that Lessee communications equipment to be installed in or on the Demised Premises pursuant to this Agreement will be installed, maintained, inspected and tested pursuant to, and Lessee will generally comply with, all applicable rules and regulations of the Federal Communications Commission, the Federal Aviation Administration, all other Federal statutes and rules and all other applicable codes of the city, township, county and state concerned. Lessee and Lessor will accommodate each other as necessary to permit the maintenance of the communications equipment located at the Demised Premises.

11. Maintenance of Demised Premises - Lessor shall maintain the Demised Premises, including all required tower marking and lighting if required, shall maintain all required records and shall file any required notification concerning any failure of, repairs to, and correction of the Tower in compliance with the rules and regulations of the Federal Aviation Administration and the Federal Communications Commission, as applicable. Lessor shall maintain buildings in reasonable condition for the intended use by Lessee and shall promptly repair any damage to the Demised Premises.

12. Interference With Intended Use - During the term of this Agreement, and any renewals hereof, Lessor will not enter into a similar lease with any other party if such grant would materially affect or interfere with Lessee's intended use of the Demised Premises. In the event of any material interference, Lessor shall take all steps necessary to immediately correct and eliminate the interference. During the Term of this Agreement, Lessee will not alter its communications equipment in any way, which will cause any material interference with the existing use of the Demised Premises by Lessor or any other tenants of Lessor. In the event of any material interference, Lessee shall take all steps necessary to immediately correct and eliminate the interference.

13. Indemnification - Lessee agrees to indemnify and save Lessor harmless from and against any and all liability, damage, expense, claims or judgments, including reasonable attorneys' fees resulting from injury to person or damage to property resulting from or arising out of the use and or occupancy of the Demised Premises by Lessee if caused by the negligent act or omission of Lessee, Lessee's agents, employees, invitees, or guests during the term of this Agreement. Lessee agrees to indemnify and save Lessor harmless from and against any and all liability, damage, expense, claims, or judgments arising from the use and maintenance of its equipment during the term of this Agreement.

14. Insurance - Lessee covenants and agrees that before the commencement of the Lease Agreement herein provided for, that Lessee is protected by, at minimum, the following types of insurance issued by insurance carriers having an A.M. Best rating of B+ or better:

- (a) Workmen's Compensation Insurance with statutory limits of liability;
- (b) Employer's Liability Insurance;
- (c) Public Liability Insurance, including contractual liability to insure, among other obligations, Lessee's indemnity obligation set forth in Article 14 hereof with limits of liability of \$1,000,000 combined single limit;
- (d) Automobile Liability Insurance with limits of liability of \$1,000,000 combined single limit; and
- (e) Such other insurance, fire or other, as will indemnify and protect City and Lessee insofar as their respective interest may appear.

City of Bethlehem and the Bethlehem Authority and their officers, elected officials, directors and employees shall be named as an additional insureds on public liability insurance contracts in effect during the lifetime of this Agreement, and none of such insurance contracts may be cancelled or materially altered except after thirty (30) days written notice by the insurer to City. Duly authenticated Certificates of Insurance evidencing the required insurance coverage shall be provided to and approved by the City Solicitor prior to the commencement of the Agreement.

15. Default of Lessee - If Lessee defaults in the performance of any covenant or agreement of Lessee herein contained and such default is not cured within thirty (30) days after receipt of written notice by Lessee of such default from Lessor, Lessor may terminate this Agreement upon thirty (30) days' written notice; provided, however, where any such default cannot reasonably be cured within thirty (30) days, Lessor may not terminate this Agreement if Lessee commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

16. Fire or Other Unavoidable Casualty - In the event the Demised Premises or any part thereof shall at any time during the term of this Agreement or any renewal thereof be destroyed by fire or other casualty so as to be unfit for Lessee's occupancy and intended use hereunder and the Demised Premises cannot be restored or rebuilt by Lessor within 120 days, this Agreement shall, at the option of Lessee or Lessor, terminate effective as of the date of such casualty. If the Demised Premises can be restored or rebuilt within 120 days, Lessor shall, with due diligence, restore or rebuild the Demised Premises.

17. Sale of Demised Premises - Should Lessor, at any time during the term of this Agreement, sell all or any part of the Demised Premises, such sale shall be under and subject to this Agreement and Lessee's rights hereunder.

18. Remedies Cumulative - No remedy herein conferred upon or reserved to Lessor or to Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute.

19. Assignment and Sublease - No assignment of all or any part of this Agreement by the Lessee or Lessor shall be valid without the prior written consent of other party, which shall not be unreasonably withheld. Neither party may sublease or license any part of the demised premises without permission of the other party; and also of the Bethlehem Authority where the Water Tank is involved.

20. Negotiation - The parties acknowledge that communications equipment, systems, operational requirements and other related matters can be expected to change during the term of this Agreement. As such, at the request of any one party the other party will meet and negotiate changes to this Agreement that may be deemed appropriate.

21. Notices - Any written notice provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service, or certified or registered United States mail, postage prepaid, return receipt requested, addressed as follows:

Lessor:	Name:	City of Bethlehem
	Attention:	Director of Emergency Management
	Address:	10 East Church Street Bethlehem, PA 18018

Lessee:	Name:	Northampton County Emergency Management Services
	Attention:	Director of Emergency Management Services
	Address:	100 Gracedale Avenue Nazareth, PA 18064

Notice shall be deemed effective upon receipt. The person to whom and the place to which notices are to be delivered may be changed from time to time by either party by written notice given to the other party.

22. Governing Law - This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Commonwealth of Pennsylvania. The exclusive venue for all actions shall be Northampton County, Pennsylvania, only.

23. County Assumed Duty to the Bethlehem Authority - Because of the relative interests and relationship of the Bethlehem Authority and the City of Bethlehem, all liabilities and obligations to the City assumed by the County under this Lease Agreement shall also accrue to the benefit of the Bethlehem Authority which shall be deemed an intended third party beneficiary hereof without exception. County's rights to access and use the premises shall be no greater than City's rights under its lease of the premises with the Bethlehem Authority dated January 1, 1992 as amended through the Eighth Supplemental Contract and Lease dated September 1, 2014 extending the lease term through November 15, 2032.

24. Entire Agreement; Amendment - This agreement contains the entire agreement between the parties hereto and no verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made by a writing signed by Lessor and Lessee.

25. Headings - Paragraph headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

26. Successors and Assigns - This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

27. Quiet Title - Lessor covenants and agrees that Lessee, upon performing it covenants herein provided, shall peaceably and quietly have, hold, and enjoy the Demised Premises.

28. Authority to Enter into Agreement - Lessor covenants that Lessor is seized of good and sufficient title and interest to the Demised Premises and has full authority to enter into and execute this Agreement.

29. Changes in Law - In the event that there is a change in Federal law governing FCC licensing for towers under Health and Safety provisions which would materially affect the operation of Lessor's tower, either Lessor or Lessee may seek to re-negotiate the terms of the Agreement or at its election to terminate upon one hundred eighty (180) days notice to the other party.

30. Subordination and Non-Disturbance - This Agreement is subordinate to any mortgage on deed of trust now of record against the sites identified in Exhibit A.

31. Miscellaneous - If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable memorandum of this Agreement.

32. Effective Date - This Lease Agreement shall become effective and binding upon the later of the second party to both fully execute and secure its governing body's approval of the Agreement to the extent such approval may be required by the party.

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement on the dates indicated with their signatures, below.

ATTEST:

\_\_\_\_\_  
Secretary

LESSEE:  
NORTHAMPTON COUNTY

By: \_\_\_\_\_ (Seal)  
Lamont McClure  
County Executive

ATTEST:

\_\_\_\_\_  
George Yasso  
City Controller

LESSOR:  
CITY OF BETHLEHEM

By: \_\_\_\_\_ (Seal)  
Robert J. Donchez  
Mayor

I certify that the within Lease Agreement is  
needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: \_\_\_\_\_

## **EXHIBIT A - Demised Premises**

The Demised Premises included in this Agreement are:

### **AT BETHLEHEM CITY HALL**

Bethlehem City Hall  
10 East Church Street  
Bethlehem, PA 18018

{Includes the Parking Garage level equipment room, the penthouse equipment room, also to include access to the roof antenna structure.}

### **AT THE BETHLEHEM ELECTRIC SHOP**

Bethlehem Electric Shop  
247 East North Street  
Bethlehem, PA 18018

{Includes the 2nd floor equipment room and radio tower structure.}

### **AT THE WATER TANK**

Williams Street Water Tank  
95 William Street  
Bethlehem, PA 18018

{Includes the equipment building, also to include access to the tank antenna structure.}

### **AT THE SOUTH MOUNTAIN TOWER SITE**

South Mountain Tower Site  
1508 East University Avenue  
Bethlehem, PA 18018

{Includes the City of Bethlehem equipment room building space (not to include other tenant spaces), also to include access to the tower structure.}

### EXHIBIT B - Communications Equipment

Location	Item	Model	Serial #	Quantity
City Hall	- 7.14 Network Management Client	HP	SFUG000E	1
	- Terminal Server	4000T	147CBY0026	1
	- Core Backhaul Switch 01		CN57DRR06N	1
	- Core Backhaul Switch 02		CN57DRR0V3	1
	- Core CWR Interface 01		147IRL0203	1
	- Core CWR Interface 02		147IRW0018	1
	- Core Router 01	S6000	147CRX0031	1
	- Core Router 02	S6000	147CRX0032	1
	- Gateway GPRS Service Node	S6000	147CRX0039	1
	- Gateway Router 01	S6000	147CRX0040	1
	- Gateway Router 02	S6000	147CRX0041	1
	- Core LAN Switch 01	T7856A	147CRX0042	1
	- Core LAN Switch 02	T7856A	147CRX0043	1
	- 7.14 Network Archive Server			1
	- Digital Archive Server		877CRX0005	1
	- 7.14 VMS Core 01	M3	280CRX0001	1
	- 7.14 VMS Core 02	M3	280CRX0000	1
	- Juniper Firewall	SSG20		1
	- Juniper Firewall	SSG140	185102015600049	1
	- UEM DMZ Switch	ProCurve	CN816ZT0J1	1
	- UEM Border Router	S6000	147CND1911	1
	Trak Time Sync			1
	KVM Switch 01			1
	KVM Switch 02			1
	Site Controller 01	GCP8000		1
	Site Controller 02	GCP8000		1
	Gateway Router 01	ST2500B		1
	Gateway Router 02	ST2500B		1
	Gateway Router 03	ST2500B		1
	Gateway Router 04	ST2500B		1
	Gateway Router 05	ST2500B		1
	Gateway Router 06	ST2500B		1
	LAN Switch 01	2610		1
	LAN Switch 02	2610		1
	MOSCAD SDM ADV 01	F4544A	469SJN000X	1
	MOSCAD SDM ADV 02	F4544A	469SJN003R	1
	MOSCAD SDM	SDM3000		1
	Interplexer	Harris		1

Location	Item	Model	Serial #	Quantity
South Mountain	Radios w/ Power Supplies	GTR8000		6
	Tower-top Amplifier			1
	Antenna Combiner			1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Trak 9100 Time Sync	FQSTD		1
	Site Controller 01	GCP8000	5808000DC	1
	Site Controller 02	GCP8000	5808000DI	1
	Prime Router 01	GGM8000	CA155Z87C	1
	Prime Router 02	GGM8000	CA155Z6RX	1
	Prime LAN Switch 01	ProCurve	CN816ZT0CU	1
	Prime LAN Switch 02	ProCurve	CN817ZT1IU	1
	Prime Site Router 01	S6000	147YJM0502	1
	Site Access Router 01	S6000	147YJM0496	1
	Site Access Router 02	S6000	147YJM0473	1
	Sub-Site Router 01	ST2500B	147YJP0326	1
	Sub-Site LAN Switch 01	ProCurve	CN817ZT1HL	1
	Comparator	GCM8000	580800DE	1
	Comparator	GCM8000	580800DG	1
	Comparator	GCM8000	580800DL	1
	MOSCAD SDM ADV 01	SDM3000	580800004	1
	MOSCAD SDM ADV 02	SDM3000	580800PT	1
	CWR INTF Panel 01		147YJM0117	1
	Site Router- Spare	S6000	147YJP0589	1
	Site Router- Spare	S6000	147YJP0679	1
	Site Router- Spare	S6000	147YJP0587	1
	Site Router- Spare	S6000	147YJM0524	1
Williams Street	Radios w/ Power Supplies	GTR8000		6
	Tower-top amplifier			1
	Antenna Combiner			1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Comparator	GCM8000		1
	Comparator	GCM8000		1
	Comparator	GCM8000		1
	Trak 9100 Time Sync	FQSTD		1
	Site Router 01	ST2500B	147YJP0377	1
	Site LAN Switch 01	ProCurve	CN8202T0HX	1
	MOSCAD SDM ADV 01	SDM3000	58080000A	1
	Nfinity UPS		NB1250312600	1



Location	Item	Model	Serial #	Quantity
Electric Shop	Radios w/ Power Supplies	GTR8000		6
	Tower-top amplifier			1
	Antenna Combiner		FC30824A07FF	1
	Antenna, cable, connectors, Polyphaser lightning protection			1
	Trak 9100 Time Sync	FQSTD		1
	Site Router	ST2500B	147YJP0327	1
	Site Router 01	ST2500B	147CND2173	1
	Site Router 02	ST2500B	147CND2174	1
	Site LAN Switch	ProCurve	CN816ZT0CV	1
	LAN Switch 01	ProCurve	CN201ZT004	1
	LAN Switch 02	ProCurve	CN147ZT0N9	1
	Site Controller	GCP8000	5DEY0072	1
	Gateway Router 01	ST2500B	147CND2176	1
	Gateway Router 02	ST2500B	147CND2184	1
	Gateway Router 03	ST2500B	147CND2178	1
	Gateway Router 04	ST2500B	147CND2186	1
	Gateway Router 05	ST2500B	147CND2181	1
	MOSCAD SDM ADV01	SDM3000	58080000E	1
	Back-Up Base Station PD Disp 01	Quantar	255CFZ0146	1
	Back-Up Base Station NCIC 02	Quantar	255CFZ0149	1
	Back-Up Base Station Fire 03	Quantar	255CFZ0151	1
	Back-Up Base Station PubWrks 04	Quantar	255CFZ0150	1
	Back-Up Base Station EMS 05	Quantar	255CFZ0152	1
	Back-Up Base Station	Quantar		1
	Back-Up Base Station	Quantar		1
	Interplexer	Harris	712015	1