

ORDINANCE NO. 45 -90

By: Mark R. Masser

An Ordinance to appropriate the sum of \$3,900 from the unencumbered General Fund, to authorize the Mayor and Auditor to execute installation and subscription agreements between the City and the Law Enforcement Television Network, Inc. and to declare an emergency.

Section 1. That the sum of \$3,900 is hereby appropriated and set aside from the unencumbered General Fund for the purpose of paying the installation and monthly service fees with respect to the law enforcement education program provided via satellite by the Law Enforcement Television Network, Inc. ("LETN").

Section 2. That the Mayor and Auditor are hereby authorized and directed to execute an installation agreement and a subscription agreement between the City and LETN with respect to the installation of equipment necessary to receive the LETN satellite signal and to receive the LETN law enforcement education programs which shall average at least 400 hours of broadcasting per month.

Section 3. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the necessity of providing access to Police Department personnel to the law enforcement education programs of LETN at the earliest practical date.

Passed: May 8, 1990

Robert K. Schmitz
President of Council

Attest: John J. [Signature]
Clerk of Council

Approved: May 18, 1990

David H. Madison
David H. Madison, Mayor

*May 8, 1990 - 1st reading
Susp. & Adopt.*



INSTALLATION AGREEMENT

The undersigned Agency hereby authorizes Law Enforcement Television Network, Inc. ("LETN") to install certain equipment upon the following terms and conditions:

1. Services. Agency and LETN have executed a Subscription Agreement, providing for the transmission via LETN's network to Agency of programs concerning law enforcement ("Programs").

2. Equipment. Agency authorizes LETN to install all equipment necessary to receive the satellite signal for the Programs ("Equipment") at the Agency's installation address below on this Installation Agreement. Agency acknowledges and agrees that LETN owns all right, title, and interest in the Equipment and that Agency is to provide its own television set.

Waived thru 2/28/90

3. Installation Fee. Agency shall pay LETN \$350 for LETN's services hereunder due and payable upon execution of this Installation Agreement.

2e - waived 2/28/90

4. Additional Hook-Ups. Upon Agency's request, LETN will install additional television locations within the agency to receive LETN's satellite signal (Hook-Ups). Agency shall be billed, upon installation, \$57.50 for each additional Hook-Up within 100 feet of the original or primary Hook-Up location. Hook-Ups in excess of 100 feet shall be billed to Agency on an actual cost basis.

5. Maintenance and Services. Agency and LETN agree that the maintenance and service of the Equipment will be as provided in the Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Installation Agreement as of the _____ day of _____, 1990.

LAW ENFORCEMENT TELEVISION NETWORK, INC.

ADDRESS: 1303 Marsh Lane
Carrollton, Texas 75006
1-800-535-5386
1-214-417-4700

AGENCY: Bexley PD

INSTALLATION ADDRESS: _____

Phone () _____

By: Richard Pearson
LETN Authorized Representative

By: _____
Agency Authorized Representative

Richard Pearson
Representative's Name and Title (Print)
Regional Sales Mgr.

D. [Signature]
Representative's Name and Title (Print)

PRIMARY HOOK-UP LOCATION:

Floor Level and Room or Occupant's Name and Title

BUILDING: # Stories _____ Height _____ ft.

Roof above primary hookup flat? _____ Yes _____ No

INSTALLATION CONTACTS:
Name and Title of Person (Print)

- 1. _____
- 2. _____
- 3. _____

ADDITIONAL HOOK-UP LOCATIONS:

Floor, Room Name or Office Occupant's Name and Title	Distance from Primary Hookup	Same Building & Floor as Primary Hook-Up	Ent: _____
_____	_____ ft.	Yes No	Proj: _____
_____	_____ ft.	Yes No	Inst: _____
_____	_____ ft.	Yes No	Stat: _____
			WO#: _____



SUBSCRIPTION AGREEMENT

The undersigned Agency agrees to subscribe to certain services from Law Enforcement Television Network, Inc. ("LETN") upon the following terms and conditions:

- Services.** Agency subscribes to LETN's programs concerning law enforcement via the LETN network ("Programs"). LETN agrees to provide an average of at least 400 hours of broadcasting per month.
- Term.** The term of this Agreement will begin upon (a) installation of equipment to receive LETN programming and (b) the broadcast by LETN of 400 hours of programming per month and shall end 12 months from such date ("Initial Term"), unless extended as provided herein. At the end of the Initial Term and any Additional Term, this Agreement shall automatically be extended for an additional 12-month period ("Additional Term"), unless, 60 days prior to such date, either party gives notice in writing of its intent to terminate this Agreement.
- Service Fee.** Agency shall pay LETN \$388.00 per month for its services under this Agreement ("Service Fee"). Included in the Service Fee are five Program Guides valued at \$1 per guide per month. As soon as the Initial Term begins, Agency shall pay the Service Fee monthly in advance.
- Equipment.** LETN agrees to provide Agency within 90 days of the date hereof equipment necessary to receive the signal for the Programs for one television set ("Equipment"). Agency acknowledges that LETN owns all right, title, and interest in the Equipment and that Agency is to provide its own television set.
- Maintenance.** Agency agrees to use its best efforts to keep the Equipment in good working condition and to use the Equipment only as provided in this Agreement. Agency agrees to notify LETN as soon as possible if the Equipment requires any repairs or services. LETN shall be responsible for providing and paying for all such repairs or services, provided, however, that Agency shall reimburse LETN for the cost of any repairs or services to the Equipment which were required as a result of misuse by Agency.
- Covenants of Agency.** Agency agrees that LETN programming will be viewed only by Agency personnel and that it will use the Programs only at the installation address set forth below Agency's signature on this Agreement. Agency will not retransmit any Program to or reuse any Program at any other location.
- Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. LETN may discontinue providing the services under this Agreement immediately if Agency defaults in any of its agreements herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 1989.

LAW ENFORCEMENT TELEVISION NETWORK, INC.

By: Richard Pearson
LETN Authorized Representative

Richard Pearson
Name and Title (Print)

Regional Sales Mgr.

ADDRESS: 1303 Marsh Lane
Carrollton, Texas 75006
1-800-223-2786
1-214-417-4700

AGENCY: Bexley PD

AGENCY SIZE: _____
(# of Sworn Officers)

By: [Signature]
Agency Authorized Representative

John J. [Signature]
Name and Title (Print)

BILLING ADDRESS: _____

