

Media Radio Programming Agreement

The purpose of this document is to provide oversight and direction for the use of the Lexington-Fayette Urban County Government on the behalf half of the Division of E911 P25 radio system. Hereinafter referred to as the LFUCG radio system. The radio system is administrated by the division of Enhanced 911, hereinafter referred as E911. E911 is located at 115 Cisco Rd. Lexington, KY 40504. WDKY is located at 836 Euclid Ave. Suite 201, Lexington, KY 40502.

Most radios do not have the ability to function with the new radio system. As such, approved media outlets, that wish to receive radio dispatch traffic, must purchase a system-compatible, IOT tested radio. No equipment normally referenced as scanners will be loaded with encryption to receive radio traffic.

Following the purchase of the aforementioned radio(s), the device will be programmed by E911 personnel if the brand is Tait. If your brand is other than Tait you will need to purchase from a local shop who will handle radio programming, in order to operate in conjunction with our system. Encryption loading needed to listen to the approved Police and Fire channels will only be provided by LFUCG.

Media members who purchase a radio, which is subsequently programmed to operate on the LFUCG radio system, agree to the following:

1. This agreement is made between the parties on 2/23/2022. The purchase of a radio by the media is a business transaction between the media outlet and the radio vendor. Warranty, maintenance, repair issues and the loss or theft of the radio are also independent issues between the media outlet and the vendor. The LFUCG will not provide any repairs, but can provide limited technical support on the radio's functionality on the radio system.
2. LFUCG involvement with the media, in relation to the radio system, is limited to loading encryption and possible programming of the radio purchased; to receive encrypted dispatch channels.
3. The media agency, and its representatives, entering into this agreement will not rebroadcast or stream any radio transmissions derived from the radio under this agreement (real-time or delayed) over TV, cable, satellite, radio, internet, or any electronic device. This provision applies to media employees, affiliates and contractors. Nothing in this agreement shall prohibit the media from using recordings of radio communications obtained by it by means other than under this agreement.
4. The media agency, and its representatives, entering into this agreement shall not attempt to decrypt restricted radio channels, tamper with encryption or

programming settings or sell or give unencrypted radios to a third party. This provision applies to media employees, affiliates and contractors.

5. Media members may record signals derived from the radio under this agreement for internal review, and immediate, in-office playback, but they shall not rebroadcast any portion of that recording. Notwithstanding the foregoing, nothing in this agreement is intended to or shall prohibit or limit the media from obtaining recordings of radio communications through open records requests or otherwise.
6. The LFUCG reserves the right to immediately suspend reception on any media radio for failure to comply Sections 3, 4 and 5 of this agreement.
7. Use of the LFUCG radio system is available only to media outlets with state and/or local business licenses, which are primarily engaged in media services and meet the following criteria. Television and radio stations must be licensed by the FCC. Print media must publish daily online news content and publish a physical paper or magazine at least once a week; for a period of at least one year, at the time of this agreement.
8. Media agree to notify the E911 immediately when a radio is lost, removed from service or sold, so that the radio can be deactivated from receiving a signal and removed from the system.
9. The LFUCG is not responsible for lost media coverage as the result of system maintenance.
10. This agreement is valid for five years.
11. This agreement between E911, 115 Cisco Rd. Lexington, KY 40504 and WDKY 836 Euclid Suite 201, Lexington, KY 40502 may be cancelled by either party with sixty days written notice.

Mayor Linda Gorton

Linda Gorton

Date:

3/18/2022

Title of Authorized Representative:

MONTE COSTES
VP/GM WDKY

Monte Costes

Date:

3/15/22

Name of Media Outlet:

WDKY FOX 56 / NEXSTAR