

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITIES OF PLANO AND  
ALLEN AND COLLIN COUNTY FOR A PUBLIC SAFETY RADIO  
COMMUNICATIONS SYSTEM**

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Plano, Texas, a home-rule municipal corporation**(hereinafter referred to as “**Plano**”), the **City of Allen, a home-rule municipal corporation**(hereinafter referred to as “**Allen**”), and **Collin County, Texas** (herein referred to as “**Collin County**” or “**County**”), as follows:

**RECITALS**

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “**Act**”) provides authority for local governments of the State of Texas to enter into interlocal Agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, Plano, Allen, and Collin County (herein each individually referred to as “**Party**” and collectively referred to as “**Parties**”) are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the common interest of the parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, Plano and Allen, operate a Motorola ASTRO 25 Phase II Trunked Voice Radio System (“the Joint Radio System’s simulcast system”) for the purpose of providing Public Safety voice radio communications in southwest Collin County and Collin County has started building a Motorola ASTRO 25 Phase II trunked simulcast public-safety system with a simulcast cell in Collin County (“Collin County’s simulcast cell”), particularly to the north and east of Plano and Allen. The County’s simulcast cell will operate with a primary and a redundant simulcast prime site and remote trunked simulcast sites in the county. Under this Agreement, the Collin County simulcast controller sites and communication center will connect with dedicated links to the simulcast master sites in Plano and Allen. Collin County’s microwave system will tie to the Plano and Allen microwave system with links on Plano’s Ridgeview tower and one other tower site on the joint radio system network.

**NOW THEREFORE**, Plano, Allen, and Collin County (hereinafter collectively referred to as “Party” or “Parties”), for and in consideration of the mutual benefits and obligations set forth in this Agreement, agree as follows:

**1. OBLIGATION OF THE PARTIES**

Plano and Allen hereby grant Collin County specific permission to interface Collin County’s simulcast cell with its Joint Radio System’s simulcast system and infrastructure in accordance with the specific details and requirements for use, including pricing, as set forth in “**Exhibit A**,” which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with specific details and requirements that places either system at material risk may result in the immediate withdrawal of the specified permissions.

**2. TERM**

This Agreement shall be automatically renewed annually for a period of ten (10) one year terms in order to allow each Party the opportunity to recover their investment, unless terminated earlier as provided herein. This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in “**Exhibit A**”.

**3. COMPENSATION**

Collin County shall remit payment to City of Plano in the amount and manner set forth in “**Exhibit A**”.

**4. LIABILITY**

Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission, or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party.

**5. HOLD HARMLESS**

Each party agrees to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney’s fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability.

**6. NON-APPROPRIATION OF FUNDS**

Plano, Allen, and Collin County will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party’s governing body, and as a result, that party is unable to fulfill its obligations under

this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

## **7. RIGHT TO AUDIT**

During this Agreement and for three (3) years after the Agreement's expiration, each party will maintain and produce to one another all records and data related to the party's operational performance under this Agreement, including operating the Joint Radio System's simulcast system and Collin County's simulcast cell and calculating all fees according to the standards and procedures in "**Exhibit A**". Further, a party will generally make available all information that is maintained by a radio system's system-management software.

Each party will maintain and produce to the other parties all information necessary for the other parties to comply with governmental or industry standards related to either the Joint Radio System's simulcast system or Collin County's simulcast cell, including GASB Statement 87, Leases (2017).

During this Agreement and for 3 years after the Agreement's expiration, both Parties will have the right to audit and examine any books, documents, files, papers, records, or communications of the Cities of Plano and Allen about all fees paid by the County or charged by Plano or Allen under this Agreement. The Parties will give each other reasonable notice of its audits.

## **8. ASSIGNMENT**

A party will not assign its rights or obligations under this Agreement, in whole or in part, to another person or entity without first obtaining the other parties' written consent. If a party asks another party for such consent, then the party will provide adequate information for the others to evaluate the request and will promptly respond to reasonable requests for additional information. A party will not unreasonably withhold consent.

## **9. NO WAIVER**

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

## **10. GOVERNMENTAL POWERS/IMMUNITIES**

In the execution of this Agreement, none of the parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement. It is understood and agreed that by execution of this Agreement, that neither Plano, Allen nor Collin County waives or surrender any of its governmental powers or immunities.

## **11. AMENDMENTS**

No amendment to this Agreement shall be binding upon the parties hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by all parties.

## **12. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **13. TERMINATION**

As stated above, this Agreement shall be automatically renewed annually for a period of ten (10) one year terms in order to allow each Party the opportunity to recover their investment, unless terminated earlier as provided herein. Should circumstances exist that require one or more Parties to terminate this Agreement, then such termination shall be with the following conditions:

This Agreement may be terminated upon two (2) year advanced written notice from the Party seeking termination to the other Party. The Party terminating this Agreement shall reimburse the remaining Party for reconfiguring of the system, such as microwave realignment and licensing fees.

## **14. CONFIDENTIAL INFORMATION**

To the extent permitted by law, the parties and their officers, agents and employees, agree that they shall treat all information, pertaining to this Agreement, as confidential ("Information") and shall not disclose any such information to an outside third party without the prior written approval of the other party, unless such disclosure is required by law, rule, regulation, court order, in which event the parties shall notify each party in writing of such requirement in sufficient time to allow the affected parties to seek injunctive or other relief to prevent such disclosure. Each party shall store and maintain all network information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt network information in any way. A party shall notify the affected party immediately if the security or integrity of any County or Plano and Allen information has been compromised or is believed to have been compromised.

## **15. FORCE MAJEURE**

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

## **16. NOTIFICATION**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other parties, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, (4) e-mail with read receipt addressed as follows.

City of Plano  
Attn: Office of the CIO  
1117 E. 15<sup>th</sup> Street  
Plano, Texas 75074

City of Allen  
Attn: IT Director  
305 Century Parkway  
Allen, TX 75013

Collin County  
Attn: Cdr. Pam Palmisano  
4300 Community Ave.  
McKinney, TX 75071

[cio@plano.gov](mailto:cio@plano.gov)

Cc: City Attorney

[ematthews@cityofallen.org](mailto:ematthews@cityofallen.org)

Cc: City Attorney

[ppalmisano@co.collin.tx.us](mailto:ppalmisano@co.collin.tx.us)

## **17. GOVERNING LAW / VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

## **18. SIGNATURE AUTHORITY**

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

## **19. ENTIRETY OF AGREEMENT**

This written instrument, including all Exhibits attached hereto, contains the entire understanding and Agreement between Plano, Allen, and Collin County as to the matters contained herein. Any prior or contemporaneous oral or written Agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement between the parties shall be terminated simultaneously with the final execution of this Agreement by all parties.

## **20. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

## **21. COOPERATIVE MANAGEMENT AND DISPUTE RESOLUTION**

The parties will cooperatively manage their simulcast system or simulcast cell with one another and work cooperatively to solve problems so that the system and cell meet the standards in “**Exhibit A**”. Problems may arise in connecting and integrating Collin County’s simulcast cell with the Joint Radio System’s simulcast system; programming of subscriber radios, consoles, and consolettes; and managing microwave paths and undue RF interference; as well as in unexpected areas.

The Plano Radio Division, acting as the operating arm of the Joint Radio System’s simulcast system, will fully participate in the resolution of any connectivity issues that may arise during the life of this Agreement. This participation includes the initial implementation of connectivity and integration of the two networks. The Parties will rely on internal staff, contractors, and vendors, as required, to ensure full functionality of the Joint Radio System’s simulcast system and the Collin County’s simulcast cell platforms.

A party will promptly notify the others of any performance concern, problem, or information indicating a possible problem for the Joint Radio System’s simulcast system or Collin County’s simulcast cell. A party will provide the other parties, and their representatives and experts, with escorted access to any site, location or piece of equipment or infrastructure for an inspection and evaluation of a problem or issue facing the party’s simulcast system or simulcast cell. Each party will provide the others with any information or data it may have, including from a radio-system-management server or similar server related to the issue. The parties will promptly exchange with one another their information, reports, results of any inspection or evaluation, expert analyses or recommendations, and proposals for avoiding, improving, or fixing any problem. The Plano Radio Division phone and email contact information shall be provided to Collin County as a first point of contact in order to address such pressing issues. The Plano Radio Division shall also be provided relevant phone and email information in order to respond and coordinate as needed. The parties will use their best efforts to solve a problem quickly.

In the event of a dispute regarding any aspect of this agreement, the dispute shall be discussed first amongst an assigned Technical Committee designee of Collin County, the City of Plano and the City of Allen in an attempt to seek an informal resolution within five business days of all parties being made aware of such dispute. If an agreement on a solution remains unresolved, then the dispute shall be referred to a joint meeting of representative City and County management of each of the Parties within a reasonable period of time from the initial meeting. If the dispute continues to remain unresolved after this process, the Parties shall refer the dispute to outside non-binding mediation for resolution prior to engaging in litigation. All Parties shall share equally in the costs of a certified mediator and each Party shall be responsible for their own attorney fees.

[Signature Page Follows]

**EXECUTED IN MULTIPLE ORIGINALS** on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_  
Bruce Glasscock  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**CITY OF ALLEN, TEXAS**

BY: \_\_\_\_\_  
Peter H. Vargas  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith, CITY ATTORNEY

**COLLIN COUNTY, TEXAS**

By: \_\_\_\_\_  
**KEITH SELF**  
County Judge

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**            )  
  )  
**COUNTY OF COLLIN**        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **BRUCE GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipality, on behalf of such corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **PETER H. VARGAS**, City Manager, of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such Municipality.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS            )  
  )  
COUNTY OF COLLIN        )

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **KEITH SELF**, County Judge, of the **COLLIN COUNTY, TEXAS**, a home-rule municipality, on behalf of such Municipality.

\_\_\_\_\_  
Notary Public, State of Texas



## **EXHIBIT A**

### **TERMS OF USE**

1. Plano and Allen will act as the Coordinating Committee for the Joint Radio System's simulcast system so that it and all its components operate and perform to provide wide-area coverage as designed by the relevant manufacturer, such as Motorola or Nokia/Alcatel-Lucent. Plano or Allen may use one or more contractors or subcontractors for these purposes. The day-to-day operations, installation, and maintenance of the infrastructure and equipment for the Joint Radio System's simulcast system is the responsibility of the City of Plano (Radio Division) unless otherwise stated in this Agreement.

Any public entity who builds infrastructure, such as a tower with communications repeaters and backhaul infrastructure, connected to the Joint Radio System's simulcast system will be considered an infrastructure subscriber. Current and future subscribers with radio and / or consoles connections only, are classified as radio subscribers.

Infrastructure subscriber participation on the Joint Radio System's simulcast system will require approval by the cities of the Coordinating Committee. A Technical Committee will be appointed to provide advice on technology changes or upgrades to the Coordinating Committee. This group will consist of a representative from each entity on the Joint Radio System. These committees will meet on a regular basis as set by the Coordinating Committee.

Collin County will be responsible for the day-to-day operations, installation and maintenance of the infrastructure and equipment for the Collin County's simulcast cell. The County will maintain the Collin County's simulcast cell so that it and all its components operate and perform to provide wide-area coverage as designed by the relevant manufacturer, such as Motorola or Nokia/Alcatel-Lucent. The County may use one or more contractors or subcontractors for these purposes.

Collin County will be responsible for the acquisition, programming, and maintenance of all Collin County's simulcast cell equipment utilized for connection with the Joint Radio System infrastructure, including, but not limited to, subscriber radios, consoles, and special equipment.

Each party will retain its separate ownership, license, or other interest in the infrastructure and equipment in its simulcast system or simulcast cell.

2. The City of Plano (Radio Division) is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System's simulcast system uses for its operation. This Agreement will not be construed to grant, convey, or otherwise provide another party with a right to Plano's FCC licenses or the radio-frequency spectrum used by the Joint Radio System's simulcast system, except for Collin County's automatic roaming rights set out in this Agreement.

Collin County is the holder of its FCC licenses that the County's simulcast cell uses for its operation. The County is solely responsible for the management of its licenses. This Agreement will not be construed to grant, convey, or otherwise provide another party with a right to the County's FCC licenses or the radio-frequency spectrum used by the County's simulcast cell, except for Joint Radio System's automatic roaming rights set out in this Agreement.

3. The City of Plano (Radio Division) makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. Collin County is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for Collin County's equipment.

4. Plano and Allen grant a license to Collin County to allow the County to connect and integrate its simulcast cell and dispatch consoles, including its archiving interface server (AIS), to the pair of master sites owned and operated by Plano and Allen, according to the manufacturers' specifications so that the County's subscriber radios, consoles, and consolettes are able to conduct their routine operations and route the County's wide-area radio and dispatch audio and data through the master sites. The County's connection will comply with P25 Phase II standards.

Plano and Allen have designated the master site in Plano as the primary master site and the master site in Allen as the DSR site. The cities may change these designations at their option.

The County's connectivity rights include the right to use the microwave system in the Joint Radio System's simulcast system and these connections to monitor and control access to the County's simulcast cell and dispatch center.

The County's connectivity rights include the right to connect its Key Management Facility (KMF), radio manager (RM), intelligent middle ware server (IMWS), a WAVE server, and four network-management terminals to the master sites according to Motorola's specifications. These servers and terminals will be located at the Sheriff's Office.

The County's license includes the right to activate the software licenses that enable the use of Enhanced Data by the County's subscriber radios on both of the master sites.

The County's license includes the ability and access for Collin County's subscriber radios to automatically roam onto the Joint Radio System's simulcast system as needed. Collin County will program the County's subscriber radios with preferential programming to optimize spectrum efficiency.

The County will be responsible for maintaining the connection between its console system and the Joint Radio System's simulcast system at the Ridgeview and an additional tower site, including hardware and software. The County will connect its simulcast cell and console system to the Joint Radio System's simulcast system in a manner that meets the County's needs and that will not adversely affect the Joint Radio System's simulcast system. The County will not use commercial leased circuits to connect to the Joint Radio System's simulcast system without Plano Radio Division's written permission.

5. To achieve this Agreement's purposes, the Joint Radio System's simulcast system and Collin County's simulcast cell must remain on a common set of standards or a common platform. Plano and Allen will upgrade the microwave components in the Joint Radio System's simulcast system to Nokia technology level 8.0 and the radio components to Motorola release 7.17. Collin County will build its simulcast cell to Nokia technology level 8.0 and Motorola release 7.17.

Plano and Allen have acquired and will maintain a Motorola SUA II system-upgrade Agreement with a two-year refresh Agreement that covers both hardware and software for the microwave and radio components of the Joint Radio System's simulcast system and a Nokia Software Support Plan (SSP), along with any additional licenses when required to support an upgrade or added components.

Collin County will acquire and maintain a Motorola SUA II system-upgrade Agreement with a two-year refresh Agreement which covers both hardware and software for the microwave and radio components of the Collin County's simulcast system and a Nokia Software Support Plan (SSP), along with any additional licenses when required to support an upgrade or added components.

The parties will coordinate and use their best efforts to implement and maintain common standards as necessary to maintain compatible microwave and radio functionality between Collin County's simulcast cell and the Joint Radio System's simulcast system, including exercising their rights under their Motorola SUA IIs, Nokia SSP, and other system-upgrade Agreements, according to the manufacturer's recommended schedule at the same time or coordinated fashion to maintain compatibility.

For its respective simulcast system or cell, each party will implement and maintain all security patches related to operating systems and other software at manufacturer-recommended and -tested specifications.

Collin County will keep the USB ports on its console system deactivated, except during maintenance.

Plano and Allen will maintain a security-upgrade service for cybersecurity that covers the master sites owned and operated by Plano and Allen. Should a cybersecurity issue arise, the Plano Radio Division will take the lead in resolving the situation and coordinating activities with infrastructure users on the Plano and Allen's simulcast system and Collin County's simulcast cell.

Plano and Allen, via the Plano Radio Division, will securely maintain an inventory of spare parts for the Joint Radio System's simulcast system according to the manufacturers' recommendations. The Plano Radio Division maintains a limited number of spare parts for emergencies on the Joint Radio System. Major hardware or software outages are covered by the individual Motorola SUA II Agreements that each infrastructure owner on the Joint Radio System is required to maintain.

Collin County will securely maintain an inventory of spare parts for the Collin County's simulcast cell according to the manufacturers' recommendations.

6. So that the Joint Radio System's simulcast system may maintain the functionality provided by Project 25, Phase II technology, all parties, including Collin County, will operate only subscriber radios and consoles that comply with P25 Phase II standards on the Joint Radio System's simulcast system. Collin County will use reasonable diligence in maintaining and configuring its subscriber radio equipment to ensure that no Collin County radio or console reduces the capacity of the Joint Radio System's simulcast system.

Plano or Allen may request that Collin County test any of the County's radios or other equipment that operates on or directly connects to the Joint Radio System's simulcast system for proper operation and, if appropriate, repair the radio or equipment to resolve a problem of undue interference.

So that Collin County's simulcast cell may maintain the functionality provided by Project 25, Phase II technology, all parties will operate only subscriber radios that comply with P25 Phase II standards on the County's simulcast cell. Plano and Allen will use reasonable diligence in maintaining and configuring its subscriber radio equipment to ensure that no radio or console reduces the capacity of the Collin County's simulcast cell.

Collin County may request that Plano or Allen test any of the Joint Radio System's radios or other equipment that operates on or directly connects to the Collin County's simulcast cell for proper operation and, if appropriate, repair the radio or equipment to resolve a problem of undue interference.

Plano, Allen, or Collin County may suspend or remove access to its simulcast system or cell for (a) any subscriber radio or console that does not comply with P25 Phase II standards or (b) any subscriber radio, console, or other equipment that it determines is causing undue interference with its simulcast system or cell. Before a party may suspend or remove such access, the party will notify the affected parties and supply them with a complete description of the problem along with the supporting information. The parties will use best efforts to diagnose and resolve any problem, exchange all information about the problem, tests, and diagnostic and resolution efforts, and use best efforts to restore normal operations for all parties. Each party will bear the costs of testing its own radios and equipment.

If a subscriber radio or piece of equipment unduly interferes with either the Joint Radio System's simulcast system or Collin County's simulcast cell, the City of Plano (Radio Division) or Collin County may immediately take any action necessary to restore normal operations. Afterwards, Plano will immediately notify and confer with the affected parties and supply them with a complete description of the problem along with the supporting information.

7. The City of Plano Radio Division will assign Collin County a block of unit identification numbers (unit IDs) unique to Collin County's simulcast cell. Collin County will assign all unit aliases to all subscriber radios, consoles, and consolettes that use Collin County's simulcast cell. Collin County will load 12,500 unit IDs to the Joint Radio System. A minimum of 1351 unit IDs shall be activated upon the effective date of this agreement. The number of Collin County unit IDs may be adjusted based on need and available Joint Radio System capacity up to 12,500 unit IDs. The County will be responsible for purchasing any necessary licenses from Motorola. Collin County shall pay only for those unique IDs that have been activated.

Collin County may program subscriber radios, consoles, or consolettes, at any time of a contract year to meet the County's normal or interoperability needs, onto the pair of master sites owned and operated by Plano and Allen based on coordination with the Plano Radio Division. Collin County, Plano, and Allen will reasonably cooperate with one another in relation to such programming. Collin County will provide the Plano Radio Division two weeks advanced written

notice of any planned use of OTAP or OTAR to program or rekey subscriber radios to reduce the impact on other subscriber radios that use the Joint Radio System's simulcast system.

Plano and Allen will not deny or restrict permission for Collin County to program radios, consoles, or consolettes onto the pair of master sites as long as the devices comply with P25 Phase II standards and the Plano Radio Division template naming process in order to avoid duplication. If the County adds devices during a contract year, then Plano (Radio Division) will bill the County for those devices on a prorated basis at the end of the fiscal year. The City of Plano (Radio Division) will maintain a database of all radios, consoles, and consolettes programmed onto the master sites during the fiscal year and charge the relevant member an adjustment fee. The County may pay the adjustment fee at the time of billing in accordance with chapter 2251 of the Government Code or it may add the amount of the adjustment fee to the County's fee for the next contract year.

Collin County will monitor and coordinate with the Plano Radio Division the times that the County uses OTAP to program, or OTAR to rekey, subscriber radios to reduce the impact on other subscriber radios that use the Joint Radio System's simulcast system. In an urgent situation where Collin County needs to OTAP or OTAR a small number of radios, then the County may use e-mail or call the Plano Radio Division and coordinate such OTAP or OTAR operations. For programming changes involving more than ten subscriber radios, Collin County agrees to coordinate with the City of Plano (Radio Division) prior to executing changes to minimize impact on other users and on the radio system. The Plano Radio Division will reasonably cooperate with the County to complete the programming or re-keying.

The City of Plano Radio Division generally maintains aliases for units operating on the Joint Radio System's simulcast system. Collin County has the capability to assign and modify the aliases used on its simulcast cell. The County may administer and maintain its own subscriber unit aliases based on compliance with the Joint Radio System's template naming process in order to avoid duplication.

The City of Plano Radio Division will maintain a separate database of all radio system IDs assigned to Collin County based on data provided by the County. A copy of the database maintained by the Plano Radio Division will be provided upon request from Collin County. Entities connected to the radio network are encouraged to maintain their subscriber information and to make updates as changes occur. End of the fiscal year billing and true-ups will be based on these databases.

Collin County will provide to the City of Plano Radio Division a list or report of the agencies in the County's set of subscriber radios as well as the total number of subscribers 120 days before the beginning of the upcoming fiscal year's budget process.

The parties will not permit the cloning of radios or the use of cloned radios on either the Joint Radio System's simulcast system or Collin County's simulcast cell.

To maintain the highest level of coverage, the parties will forbid the use of short broad spectrum or stubby antennas on all portable radios operating on either the Joint Radio System's simulcast system or Collin County's simulcast cell. Collin County will forbid the use of short broad spectrum or stubby antennas on all portable radios operating on the Join Radio System's simulcast system.

Plano and Allen will forbid the use of short broad spectrum or stubby antennas on all portable radios operating on Collin County's simulcast cell.

The parties will not use mobile-radio antennas or fixed control-station antennas with gains greater than 3 dB on either the Joint Radio System's simulcast system or Collin County's simulcast cell.

The City of Plano Radio Division reserves the right, without notice to incumbent users, to enter into a similar Agreement with other entities or to deny the addition of new subscriber radio equipment to any user of the Joint Radio System. The City of Plano Radio Division shall have sole discretion in determining whether to allow additional users or radios on the Joint Radio System based on the City of Plano's Radio Division determination of whether such addition to the radio system can be made without adversely impacting the Joint Radio System.

8. In order to conserve channel resources, Collin County, Plano, and Allen will not use telephone interconnect on the Joint Radio System's simulcast system or on Collin County's simulcast cell. This provision also prohibits the use of a Public Switched Telephone Network (PSTN) line and the patching of an internal telephone system to a talk group on the Joint Radio System's simulcast system or Collin County's simulcast cell.

Collin County is prohibited from utilizing telephone interconnection on the Joint Radio System's simulcast system. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or Collin County's internal phone system(s) through a console patch into the radio system or to any subscriber radio on the radio system.

9. Collin County's subscriber radios will not use the Private Call feature on the Joint Radio System's simulcast system. The Joint Radio System's subscriber radios will not use the Private Call feature on Collin County's simulcast cell.

10. As stated in section 4, the County will use microwave to link its simulcast cell and dispatch consoles to the master sites in Plano and Allen. Under standard operating conditions, including the County's use of integrated voice and data (IV&D), the County will use approximately 3.3 Mbps of bandwidth on average on the microwave system in the Joint Radio System's simulcast system in the inbound direction (from Collin County to the master sites) and will use approximately 8.3 Mbps on average in the outbound direction.

In the event of catastrophic failures in the County's simulcast cell, the County could temporarily use approximately 21 Mbps of bandwidth on the microwave system in the Joint Radio System's simulcast system. A system diagram showing standard operating conditions and failure scenarios will be developed as a key component of a disaster recovery plan for the combined Joint Radio System simulcast system and Collin County simulcast cell systems.

Plano and Allen will use reasonably diligent efforts to maintain the equipment and operation of the microwave component of the Joint Radio System's simulcast system to meet Collin County's microwave needs during normal operations and during catastrophic failures. In the event of any failure that causes emergency or contingency re-routing of microwave traffic over the microwave component of the Joint Radio System's simulcast system or Collin County's simulcast cell, the parties will use their best efforts and cooperate to restore normal operations. The parties also agree that microwave traffic will be routed, and the types of traffic prioritized, to serve the public-safety

interests of the subscriber radios of both the Joint Radio System's simulcast system and Collin County's simulcast cell.

11. The City of Plano (Radio Division) will administer the encryption keys applicable to the Joint Radio System's simulcast system, using, at its option, a Key Management Facility (KMF) or other encryption methods such as portable key-loading devices.

Collin County will administer the encryption keys applicable to the County's simulcast cell, using, at its option, the County's Key Management Facility (KMF) or other encryption methods such as portable key-loading devices.

No party will share another party's encryption key with another person or entity without a permission letter from the relevant party.

Each party will store its portable key-loading devices in a secure location. If a party loses a portable key loader, then it will immediately notify all affected parties.

12. The City of Plano (Radio Division) will provide Collin County with an Advanced System Key (ASK) for use with the Collin County's subscriber radios, consoles, and consolettes only. The ASK will expire annually, and Collin County shall be responsible for requesting a new ASK following expiration if one is required. Plano will renew the ASK upon the County's request. Collin County will be responsible for safeguarding the security of the ASK to prevent theft or loss. Collin County shall notify the City of Plano (Radio Division) immediately upon the theft or loss of the ASK.

13. The City of Plano (Radio Division) will assign Collin County a block of talk group IDs unique to Collin County's simulcast cell. The County will assign all talk group names and all names will include a prefix unique to the agencies that make up Collin County's subscriber radios. Plano will not permit an agency to use a Collin County talk group without a permission letter from Collin County on file with Plano's Radio Division. Collin County shall utilize up to 250 talk groups.

The City of Plano (Radio Division) will establish Plano's Interoperable Communications Plan to apply to City of Plano (Radio Division) and the users of the Joint Radio System's simulcast system. This Plan will include the Texas State-Wide Interoperability Channel Plan (TSICP). Plano and Allen will provide their interoperability talk groups to Collin County and Collin County's subscriber radios. Plano and Allen will not provide another party's talk groups to another party, person, or entity without a permission letter from the relevant party. Plano and Allen will participate in Collin County's Interoperable Communications Plan by including the County's Plan's interoperable talk groups in the programming of the subscriber radios and console systems that use the Joint Radio System's simulcast system.

Collin County's simulcast cell has (a) primary talk groups for its own operations and (b) interoperability talk groups to support mutual aid. The County will develop Collin County's Interoperable Communications Plan, which will include the TSICP. The County will provide its interoperability talk groups to the Plano Radio Division. The County will not provide another party's talk groups to another party, person, or entity without a permission letter from the relevant party. Collin County will participate in Plano's Interoperable Communications Plan by including

Plano's Plan's interoperable talk groups in the programming of the subscriber radios and console systems that use the County's simulcast cell.

14. All subscriber radios that will roam between Collin County's simulcast cell and the Joint Radio System's simulcast system will be equipped with and operate P25 Phase II technology. Radios that do not comply with P25 Phase II standards will not be permitted to roam between the two.

15. Collin County has its own Service Aware Module (SAM) to manage the microwave system that is a component of the County's simulcast cell.

Plano has its own SAM to manage the microwave system that is a component of the Joint Radio System's simulcast system.

The County, on the one hand, and Plano and Allen, on the other hand, may discuss configuring their respective SAMs to operate in a coordinated fashion to provide redundancy to each simulcast system and cell. If the parties configure their SAMs to provide redundancy, then the parties will partition the SAMs so that Plano and Allen alone have the access to manage the microwave component of the Joint Radio System's simulcast system and so that the County alone has access to manage the microwave component of its simulcast cell.

"Partition" means to limit the party's access to manage the microwave component of the party's own simulcast system or cell and to prevent the party from viewing, accessing, or changing any equipment that is not owned or leased by the party.

The County and Plano Radio Division will maintain its SAM in a secure area, will deactivate its SAM's USB ports except during maintenance, and will not use other software applications on its SAM. Plano and the County may locate its SAM at a location of its choice.

16. The City of Plano warrants that it owns its radio tower at 2501 Ridgeview Drive, Plano, TX 75025 (33-6-55N, 96-44-23W) in fee simple. Plano will retain its title to the tower during this Agreement's term.

17. Plano grants Collin County a license so that the County may take actions reasonably necessary to install, maintain, and operate its microwave antenna and related equipment at the Ridgeview tower site. Collin County will locate a microwave antenna (PAD6-W57BC7S1R microwave antenna) at the 197-foot level on the tower and microwave equipment in a standard 19-inch equipment rack in a serviceable location assigned by Plano in its equipment shelter. The County's license includes the right for the County to connect its microwave system to the AC power and backup power at the tower site.

18. Plano and Allen will use reasonable efforts, such as fencing, powered gates, video cameras and sensors, to physically secure the primary and DSR master sites, as well as Ridgeview and one other site.

Collin County may utilize a Service Aware Module (SAM) to manage its own environment. Collin County is responsible for acquiring and maintaining, at Collin County's sole cost, all components required to connect the SAM to the radio system. The Collin County's SAM must be partitioned



in a manner to limit access to Collin County's own environment only and to prevent Collin County from viewing, accessing, or making any changes to equipment that is not owned or leased by Collin County. Collin County must ensure the SAM is located in a secure area. USB ports on the SAM must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. No other software applications may be utilized by the SAM.

19. The City of Plano (Radio Division) generally maintains aliases for units operating on the radio system. If Collin County has acquired the capability to modify its aliases, it may administer and maintain its own subscriber unit aliases. From that point, Collin County will be responsible for administering and maintaining its own subscriber unit aliases and the City of Plano (Radio Division) will no longer administer and maintain the Collin County's subscriber unit aliases.

20. USB ports on Collin County's Console Systems must be deactivated except during maintenance activity. All security patches related to operating systems and other associated software must be maintained at current manufacturer-tested levels. If required, all connectivity between the console systems and the radio system is the responsibility of Collin County, including software, hardware and carrier services. Associated costs will be incurred by Collin County. Unless otherwise approved by the City of Plano (Radio Division), connectivity will be achieved through microwave radio facilities. The use of other connectivity methods, including but not limited to fiber, must be approved by the City of Plano (Radio Division). Collin County may incur additional costs from the City of Plano (Radio Division) for other connectivity methods.

21. The City of Plano (Radio Division) has executed with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades. Those owned (or leased) and operated by Collin County must be covered by a System Upgrade Agreement at Collin County expense. Unless Collin County is notified otherwise by the City of Plano (Radio Division), the software for the radio system, all site repeater systems and all console systems will be upgraded to the current level every two years. Collin County will provide all reasonable coordination necessary for the upgrade of its console systems. Collin County acknowledges that reductions in functionality may occur during the upgrade process.

#### **APPLICABLE FEES; TERMINATION; REFUNDS**

22. As the owners of the simulcast master sites, the Cities of Plano and Allen shall charge Collin County as a member who directly uses the master sites, an annual fee for the license to connect to and use the master sites.

Collin County shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$9.00 per month, per subscriber radio, console or consolette. This fee is payable in advance on an annual basis for all active IDs issued to Collin County at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued, and thereafter, at the beginning of each the City of Plano fiscal year. There will be no refunds or credits for radios removed from service during the fiscal year.

23. Collin County shall pay a monthly rate of \$500.00 per month for the microwave dish and associated equipment installed on the City of Plano (Radio Division) Ridgeview Tower and building at that location.

24. The City of Plano (Radio Division) shall have the right to increase any applicable fees under this Agreement each fiscal year to offset any increased costs incurred by the City of Plano (Radio Division) in the operation or maintenance of the Joint Radio System. Any increase in applicable fees will be effective at the beginning of the next City of Plano fiscal year. The City of Plano (Radio Division) shall provide Collin County with written notice by March 1<sup>st</sup> preceding the upcoming fiscal year of any intended fee increase, provided, however, that this notice period may be less if Motorola Solutions or Nokia provides the City of Plano (Radio Division) with less notice of an increase in the SUA II or the Nokia SSP maintenance fees and such reduced notice period shall not impact Collin County's obligation to pay the increased fee.

25. Either Collin County or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon two year written notice to the other party. If Collin County terminates, there will be no refunds or credits for any fee. If the City of Plano (Radio Division) terminates, the City of Plano Radio Division will issue a refund to Collin County of all fees, except for the allocated portion of the Motorola System Upgrade Agreement II, Tower Access, and Master Site Fees, which are non-refundable and are pro-rated to the end of the current fiscal year. The City of Plano (Radio Division), in its sole discretion, shall have the right to deny Collin County access to the radio infrastructure and/or the right to terminate the Agreement immediately if Collin County fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The City of Plano (Radio Division) further reserves the right to terminate this Agreement immediately, or deny access to Collin County, upon notice of Collin County misuse of the radio system. Notwithstanding the foregoing, the City of Plano (Radio Division), in its sole discretion, reserves the right to immediately deny access to Collin County, if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master site and Collin County's environment. The City of Plano (Radio Division) will use best efforts to restore access to Collin County as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

### **COMPLIANCE WITH LAWS**

26. Each party will comply with the laws that govern, or relate to, the party's simulcast system or cell and all of its components. Each party will maintain all registrations, permits, and licenses, including FCC licenses for radio frequencies, FCC registrations, and FAA notifications for towers. Each party will maintain the necessary licenses, subscriptions, and other contract rights necessary to maintain its equipment or infrastructure as a component of its simulcast system or cell.

Furthermore, each party is responsible for enforcing such compliance by its officers, officials, employees, agents, representatives, contractors, and consultants. Each party is responsible for paying any fees, fines, or penalties against it or another party as a result of improper or unlawful use of the party's simulcast system or cell or subscriber radio equipment.

## **EXHIBIT B**

The following definitions shall have the meanings set forth below and apply to this Agreement.

### **DEFINITIONS**

**“Advanced System Key”** (ASK) is the system key that permits Collin County to program subscriber radios, consoles, and consolettes on the pair of master sites owned and operated by the Cities of Plano and Allen.

**“Collin County’s simulcast cell”** means the County’s nine Motorola ASTRO 25 simulcast prime and remote sites, along with a Nokia/Alcatel-Lucent MPLS loop microwave system (with all their components), as described in the County’s contract with Motorola Solutions, Inc. in connection with RFP No. 2016-020, P25 Trunked Radio System Replacement. The County’s simulcast cell includes, or will include, any equipment or sites the County may add later. The County owns or holds the radio-frequency licenses from the FCC used on its simulcast cell.

**“Console System”** shall mean all hardware and software associated with any dispatch console or set of consoles operated by the Collin County that are connected to the Plano/Allen Master site.

**“Interoperable Communications Governance Committee”** (“Governance Committee”) shall mean that group of individuals tasked with maintaining and administering Plano’s Interoperable Communications Plan. The Governance Committee shall consist of ten to fifteen individuals with infrastructure owners selecting at least one representative and each classification of users selecting at least one representative. The Governance Committee shall determine and may periodically adjust the number of members and the method for selecting members for each classification of users with a goal of ensuring that the Governance Committee reflects the full range of user types.

**“Infrastructure Support Fee”** shall mean the annual fee charged by the City of Plano (Radio Division) to offset costs incurred in the operation and maintenance of the radio system.

**“Plano’s Interoperable Communications Plan”** (“Plano’s Plan”) means the plan developed and established by the City of Plano (Radio Division) and the Governance Committee to facilitate, enhance, and simplify radio communications among all agencies utilizing the Joint Radio System’s simulcast system. .

**“Collin County’s Interoperable Communications Plan”** (“the County’s Plan”) means the plan developed and established by Collin County to facilitate, enhance, and simplify radio communications among all agencies using the County’s simulcast cell.

**“Master site”** means the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the radio system. The Master sites are currently located in Plano and Allen tower facilities.

**“Over The Air Rekeying”** (“OTAR”) shall mean the management and support of subscriber radio encryption keys via over-the-air, radio channel transmission.

**“Over the Air Programming” (“OTAP”)** shall mean the method of implementing programming changes to subscriber radios using the over-the-air data capabilities of the radio system.

**“The Joint Radio System’s simulcast system”** means the set of Motorola ASTRO 25 simulcast master, prime, and remote sites, including a Nokia/Alcatel-Lucent MPLS loop microwave system (with all their components), collectively owned and operated by the Cities of Plano, Allen, Wylie, and Murphy. the Joint Radio System’s simulcast system includes or will include any equipment or sites that a city may add later. Plano and Allen own or hold the radio-frequency licenses from the FCC used on the Joint Radio System’s simulcast system.

**“Private Call”** shall mean a feature that reserves channel resources specifically for conversations between two subscriber radios.

**“Site Repeater System”** shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to Plano/Allen Master sites.

**“Subscriber Radio”** shall mean a radio that has a unique identification number and is programmed to operate on the radio system. The term shall include, but not be limited to, control stations (desk top radios), mobile radios, and portable radios.

**“The Joint Radio System’s Subscriber Radios”** means the group of radios, consoles, and consolettes that are programmed with the Joint Radio System’s simulcast system as their primary system for daily two-way radio communications. This group includes radios, consoles, and consolettes used by the Cities of Plano, Allen, Wylie, and Murphy as well as those used by their dispatch clients.

**“Collin County Subscriber Radios”** means the group of radios, consoles, and consolettes that are programmed with Collin County’s simulcast cell as their primary system for daily two-way radio communications. This group includes radios, consoles, and consolettes used by the County itself as well as those used by the County’s dispatch clients, such as the police departments, fire departments, and school districts in Anna, Blue Ridge, Branch, Celina, Fairview, Farmersville, Josephine, Lavon, Lowry Crossing, Melissa, Nevada, Parker, Princeton, Westminster, and Weston, as well as others the County may designate in the future.

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

**“Undue interference (or unduly interferes)”** means the unacceptable degradation of a simulcast system’s or simulcast cell’s routine ability to perform its public-safety function consistent with the system’s or cell’s performance specifications or industry performance standards. Interference may have several causes. Sources or causes include, but are not limited to, physical interference from equipment or appurtenances, frequency interference from intermodulation products, transmitter noise or receiver desensitization, and physical blockage of microwave paths. Interference should be measurable or objectively detectable or demonstrable. A substantial degradation of a portable radio’s in-building ability to transmit or receive radio signals (without a bi-directional amplifier or

in-building signal booster) is a sign or result of undue interference. Interference may be undue even though it is seasonal, periodic, intermittent, or otherwise variable.

**“Future infrastructure subscribers”** mean any public entity who builds infrastructure, such as a tower with communications repeaters and backhaul infrastructure, connected to the Joint Radio System. Infrastructure subscribers participation on the Joint Radio System will require approval by the cities of the Coordinating Committee

**“Future radio subscribers”** means future subscribers with radio and / or consoles connections only.

**“Coordinating Committee”** means a committee comprised of one (1) Designee from the cities of Plano and Allen, appointed by the respective City Managers of Plano and Allen. Additional ex-officio members may be selected by the City Managers to service on the Coordinating Committee and to assist the Committee, but shall have no voting authority.

The Coordinating Committee’s duties will be to make recommendations to the respective Parties’ governmental bodies of system changes, upgrades, additional uses and any other aspects of the Joint Radio System. The Coordinating Committee meeting schedule will be established by the appointed representative from each Party to this Agreement.

**“Technical Committee”** means a committee comprised of one (1) Designee from each entity on the Joint Radio System network. Members are appointed by the respective City Managers of each entity. This committee provides input to the Coordination Committee on technology and other issues that impact the Joint Radio System network, but have no voting rights.

**“Template Naming Process”** – the steps and actions taken by Collin County and the City of Plano Radio Division to establish unit IDs and alias for devices on the Plano and Allen Joint Radio System and Collin County’s simulcast cell radio network. Once completed, the unit IDs or alias will be loaded into the master site switch in Plano and Allen.

**“Unit ID”** – refer to identification numbers unique to the Collin County simulcast cell network. IDs will be assigned to all subscriber radios, consoles and consolettes, etc. used by the County. The number of Collin County unit IDs may be adjusted based on need and availability of licenses purchased by the County. The initial number of unit IDs will be 1351 with growth to 12,500.

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