

**AGREEMENT BETWEEN THE CITIES OF ALLEN AND PLANO AND THE PLANO INDEPENDENT SCHOOL DISTRICT FOR THE USE OF THE ALLEN AND PLANO RADIO COMMUNICATIONS SYSTEM**

The CITIES OF PLANO, TEXAS AND ALLEN, TEXAS, both municipal corporations, (hereinafter referred to as "Cities") and the PLANO INDEPENDENT SCHOOL DISTRICT, a school district formed under the laws of the State of Texas, (hereinafter referred to as "PISD"), agree as follows:

**WHEREAS**, the Cities and PISD are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

**WHEREAS**, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the "Act") provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

**WHEREAS**, the cities of Allen and Plano jointly own, operate, and maintain the radio communications system exclusive of the radios owned individually by each city (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

**WHEREAS**, PISD wishes to use certain portions of the System for its governmental operations; and

**WHEREAS**, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

**WHEREAS**, PISD and the Cities have current funds available to satisfy any fees and costs required pursuant to this Agreement.

**NOW, THEREFORE**, the Cities and PISD, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I. TERM**

The term of this Agreement is for a period of one (1) year, beginning on the 1<sup>st</sup> day of October 2019, and ending on the 30<sup>th</sup> day of September 2020, with an optional one (1) year automatic renewal, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by the Cities or PISD, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30<sup>th</sup> day of September 2021.

**II. OBLIGATIONS OF PISD**

2.01 PISD shall use the System in accordance with this Agreement to provide integration of communications by PISD between its users on the System for governmental operations.

2.02 When using the System, PISD shall abide by all applicable federal and state laws and regulations, including any regulations of the Allen and Plano Radio System. When PISD uses the System for interoperability with Talkgroups other than those provided by this Agreement, PISD will also abide by the user rules of those Talkgroups.

2.03 PISD must provide a written request to the System Manager to activate radios on the System. Such request must include the model and serial number of the radio, the name of the user, and identifying Talkgroups required in the radio.

2.04 PISD is responsible for furnishing all its radios, which are compatible with the P-25 Digital system, and for the maintenance of the same.

### **III. OBLIGATIONS OF CITIES**

3.01 The Cities will lease to PISD **nine (9)** Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of PISD. Talkgroups will be established for PISD by Plano.

3.02 The Plano System Manager will not activate radios on PISD Talkgroups nor make changes to PISD radios without first receiving authorization from the designated representative of PISD, unless in the opinion of Plano, such action is necessary to eliminate harmful interference.

3.03 Plano is also responsible for:

- (1) Coordinating Talkgroups among system users;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all associated Talkgroups as required by PISD;
- (3) The operation, maintenance, and control of the System in accordance with its Terms of Use, as detailed in Exhibit A, and in compliance with relevant local, state and federal law.

### **IV. FEES**

The fees assessed against PISD and due annually for services and use of the System as outlined in Exhibit A, attached.

The Cities may increase these fees at the beginning of each fiscal year by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days notice to PISD before increasing the fees.

### **Total Fees for Annual Service**

Based on the fees set out above, the Cities will calculate the annual fee due based upon the total number of radios and Talkgroups and submit an invoice to PISD on or before October 1<sup>st</sup> of each year. This amount is subject to change when PISD adds or

deletes the number of radios and/or Talkgroups in service. PISD must notify the Plano System Manager in writing of any addition or deletion of radios and/or Talkgroups. The amount owed for annual fees for additions of radio/Talkgroups will be prorated for the year added, invoiced immediately, and amounts will be due within 30 days of receipt of the invoice for the addition(s). The amount owed for annual fees will be adjusted for deletions the next contract year. No refunds will be given for payments made for radios/Talkgroups deleted after annual payment until the next contract year.

## **V. PAYMENT DUE**

PISD agrees to pay the Cities the annual fees specified under Article IV within thirty (30) days of the receipt of the invoice. Should PISD add radios or Talkgroups to the service within a term, PISD agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

## **VI. TERMINATION**

6.01 Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time by giving sixty (60) days advance written notice. PISD shall pay for all fees incurred through the effective date of termination.
- (2) If the Cities permanently discontinue the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and no fees will be reimbursed by the Cities to PISD.

## **VII. RELEASE AND HOLD HARMLESS**

Each party does hereby agree to waive all claims against, release, and 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, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of 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 is responsible for its proportionate share of liability.

## **VIII. IMMUNITY**

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, its sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

## **IX. ASSIGNMENT**

PISD agrees to retain control and to give full attention to the fulfillment of this

Agreement; PISD cannot assign or sublet this Agreement without the prior written consent of the Cities. Further, PISD cannot sublet any part or feature of the work to anyone objectionable to the Cities. PISD also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve PISD from its full obligations to the Cities as provided by this Agreement.

#### **X. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between the Cities and PISD, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by PISD and the Cities, except that execution of an amendment for assignment or subletting only requires the signature of the Cities.

#### **XI. NOTICES**

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

PISD Representative:

Randy McDowell  
Chief Financial Officer  
Plano Independent School District  
2700 West 15<sup>th</sup> Street  
Plano, TX 75075  
469-752-8113

Plano Representative:

Chris Chiancone, Chief Information Officer  
City of Plano  
1520 K Avenue  
Plano, Texas 75074  
972-941-7027

Allen Representative:

Eric Matthews, Director Information Technology  
City of Allen  
205 W. McDermott  
Allen, Texas 75013  
214-509-4851

#### **XII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

#### **XIII. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

#### **XIV. VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

#### **XV. INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by the Cities, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

#### **XVI. REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

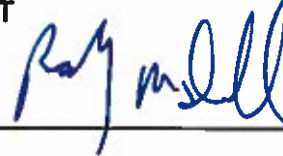
#### **XVII. SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all parties.

EXECUTED on the dates indicated below:

**PLANO INDEPENDENT SCHOOL  
DISTRICT**

BY: \_\_\_\_\_



Randy McDowell  
Chief Financial Officer

APPROVED AS TO FORM:

\_\_\_\_\_

School District Attorney

**CITY OF PLANO, TEXAS**

BY: \_\_\_\_\_

Mark D. Israelson  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_

Paige Mims  
City Attorney

**CITY OF ALLEN, TEXAS**

BY: \_\_\_\_\_

Eric Ellwanger  
City Manager

APPROVED AS TO FORM:

Peter G. Smith  
City Attorney

**ACKNOWLEDGEMENTS**

STATE OF TEXAS

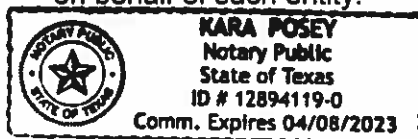
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COUNTY OF COLLIN

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This instrument was acknowledged before me on the 15<sup>th</sup> day of August, 2019, by **Randy McDowell**, Plano Independent School District, a Texas Public School on behalf of such entity.



Kara Posey  
Notary Public, State of Texas

STATE OF TEXAS

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COUNTY OF COLLIN

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **MARK D. ISRAELSON**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such municipal corporation.

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

STATE OF TEXAS

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COUNTY OF COLLIN

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This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such municipality.

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

## **EXHIBIT A**

### **CATEGORY 1, TERMS OF USE**

The Terms of Use are set forth below:

#### **TERMS OF USE**

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of the City of Plano Radio Division unless otherwise stated in this Agreement.
2. The City of Plano Radio Division is the holder of the FCC (Federal Communications Commission) license(s) that the Joint Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the Plano Radio Division FCC license(s) or to the Radio Frequency spectrum used by the Joint Radio System.
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. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER's** equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Joint Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Joint Radio System shall be compliant with Project 25 Phase II standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Joint Radio System may result in suspended operation of the radios and/or termination of the Agreement.

The City of Plano operates a radio shop for the mutual benefit of all users of the Joint Radio System. The radio shop provides day-to-day system administration as well as centralized shipping and receiving for all mobile and portable repairs. When radios return from repair, the radio shop verifies their operation and programs the unit as required. To ensure optimum interoperability of thousands of radios on this network, infrastructure owners on this joint radio system are expected to have their radio programming done exclusively by the City of Plano Radio Shop. The radio shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outline in Item 23 of this ILA.

The radio shop is generally open Monday-Friday 7:30 a.m. to 4 p.m. If service is required after hours, the on-call technician will respond. After hours responses shall be



limited to service affecting system-wide infrastructure or priority-restore items at dispatch centers, fire station alerting, at the sole discretion of the Plano Radio Manager. Mobile and portable service is not available after hours or weekends.

6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.

7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.

8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Joint Radio System operation. The City of Plano Radio Division shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the Joint Radio System infrastructure, if the Plano Radio Division determines in its sole reasonable discretion that such equipment is causing interference or harm to the Joint Radio System in any way. The Plano Radio Division reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the Plano Radio Division. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the Plano Radio Division shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Joint Radio System or to the Radio System's overall operation.

9. **USER**'s radios may be used for voice and data radio communications over the Joint Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect.

10. The Plano Radio Division will be responsible for managing infrastructure loading and demand. 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 Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio System's Coordination Committee determination of whether such addition to the Joint Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Joint Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Joint Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Joint Radio System.

13. **USER**'s utilization of data communications on the Joint Radio System will be limited to the Radio System's OTAP or OTAR functions. Performance of data communications

over the Joint Radio System is not guaranteed. For programming changes involving more than ten Subscriber Radios, **USER** agrees to coordinate with the Plano Radio Division prior to executing changes to minimize impact on other users and the Radio System.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of the Plano Radio Division. Administration of encryption keys will be performed exclusively by the Plano Radio Division. **USER** may utilize and administer other encryption methods as required.

15. The Plano Radio Division will provide **USER** with an Advanced System Key (ASK) for use with the **USER's** Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK 30 days prior to expiration, if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify the Plano Radio Division immediately upon the theft or loss of the ASK.

16. The Plano Radio Division will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER's** agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the Plano Radio Division before such use may occur. The Plano Radio Division reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group ID's to be used by **USER** and to disable Talk Groups ID's as it deems appropriate.

17. The Plano Radio Division has established a coordinated Interoperable Communications Plan to apply to Joint Radio System and the users of its Radio System. **USER** agrees to participate in the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER's** Talk Groups on other trunked systems that are interconnected to the Joint Radio System is prohibited without prior approval by the Plano Radio Division. Roaming to other trunked systems will be limited to the Joint Radio System's interoperable Talk Groups, although this capability may be terminated by the Plano Radio Division if its use is determined to result in performance degradation to either the Joint Radio System or the interconnected trunked system.

19. **USER** may utilize a Network Management Console (NMC) to manage its own environment. **USER** is responsible for acquiring and maintaining, at **USER's** sole cost, all components required to connect the NMC to the Joint Radio System. The **USER's** NMC must be partitioned in a manner to limit access to **USER's** own environment only and to prevent **USER** from viewing, accessing, or making any changes to equipment that is not owned or leased by **USER**. The **USER** must ensure the NMC is located in a secure area. USB ports on the NMC 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 NMC.

20. The Plano Radio Division generally maintains aliases for units operating on the Joint Radio System. If the **USER** has acquired the capability to modify its aliases, it may

administer and maintain its own subscriber unit aliases. From that point, **USER** will be responsible for administering and maintaining its own subscriber unit aliases, and the Plano Radio Division will no longer administer and maintain the **USER's** subscriber unit aliases.

21. USB ports on the **USER'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 Joint Radio System is the responsibility of the **USER**, including software, hardware and carrier services. Associated costs will be incurred by the **USER**. Unless otherwise approved by the Plano Radio Division, connectivity will be achieved through local terrestrial circuit facilities. The use of other connectivity methods, including but not limited to microwave or fiber, must be approved by the Plano Radio Division. **USER** may incur additional costs from the Plano Radio Division for other connectivity methods.

22. As applicable, the Plano Radio Division shall execute with Motorola Solutions a System Upgrade Agreement for the Console Systems and Site Repeater Systems that would be affected by the software upgrades, including those owned (or leased) and operated by the **USER**. Unless the **USER** is notified otherwise by the Plano Radio Division, the software for the Joint Radio System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The **USER** will provide all reasonable coordination necessary for the upgrade of its Console Systems. **USER** acknowledges that reductions in functionality may occur during the upgrade process.

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

23. **USER** shall pay the Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio or console. This fee is payable in advance on an annual basis for all active radio IDs and consoles issued to **USER** at the time of the annual billing. Invoicing will occur on a pro-rata basis when new Radio IDs are issued or consoles added, and thereafter, at the beginning of each fiscal year. There will be no refunds or credits for radios or consoles removed from service during the fiscal year.

Subscribers shall pay the City of Plano (Radio Division) an annual Infrastructure Support Fee in the amount of \$32.00 per radio/month, per Subscriber Radio or console, and a \$2.00 per radio/month network access fee, for a total of \$34.00 per month per radio/console. The monthly per Subscriber Radio support and network fee covers access to the primary master site in Plano and the back-up site in Allen and the following City of Plano Radio Division services:

Radio Installation & Patching	Shipping & Receiving Devices
Loaner Program	Service & Repair
FCC License Management	Solution Engineering (Consultation)
Encryption & Key Management	Talk Group Assignment
Network Problem Resolution	Service Center
Network Upgrade Management	Tower Operation & Maintenance
Radio Monitoring	On-Call Support (7x24x365)

24. The 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 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 Plano Radio Division fiscal year. The Plano Radio Division shall provide **USER** with 120 days' written notice of any intended fee increase, **provided, however**, that this notice period may be less than 120 days if Motorola Solutions provides the Plano Radio Division with less than 90 days' notice of an increase in the System Upgrade Agreement Fee and such reduced notice period shall not impact **USER's** obligation to pay the increased fee.

#### **TERM**

25. Either **USER** or the Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon one hundred twenty (120) days written notice to the other party. If **USER** terminates, there will be no refunds or credits for any fee. If the Plano Radio Division terminates, the Plano Radio Division will issue a refund to the **USER** of all fees, pro-rated to the end of the current fiscal year. The Plano Radio Division, in its sole discretion, shall have the right to deny **USER** access to the radio infrastructure and/or the right to terminate the Agreement immediately if **USER** fails to make full payment of invoiced system fees within thirty (30) days of the date payment is due. The Plano Radio Division further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Joint Radio System. Notwithstanding the foregoing, the Plano Radio Division, in its sole discretion, reserves the right to immediately deny access to the **USER** 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 Switch and the **USER's** environment. The Plano Radio Division will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

#### **ADMINISTRATION OF THE JOINT RADIO SYSTEM**

**Coordinating Committee.** Operation, administration and policy development of the Joint Radio System shall be the responsibility of the Coordinating Committee (Plano and Allen), comprised of one (1) Designee from each City, appointed by the respective City Manager of both Plano and Allen (hereinafter "Coordinating Committee"). Additional ex-officio members may be selected by the City Managers to serve 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. Payment of Monies pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or the designee of each of the Parties as required by their respective City Charters and ordinances. Administrative decisions may be made by the Coordinating Committee.

The Coordinating Committee quarterly meeting schedule will be established by the appointed representative from each Party to the Joint Radio System Agreement.

**Technical Committee.** A committee of technical personnel shall be selected to advise the Coordinating Committee (hereinafter "Technical Committee"). The Coordinating Committee members (Plano and Allen) shall be able to appoint up to four (4) persons to serve on the Technical Committee. The schedule for the Technical Committee will be set by the Coordinating Committee.

Technical Standards based on the most current microwave radio system technology, for the operation of the Joint Radio System shall be developed by the Technical Committee and approved by mutual agreement of the Coordinating Committee. Once approved, these standards must be compatible with existing equipment and may not violate any of the terms of this Agreement or of any existing maintenance or hardware agreement.

### **COMPLIANCE WITH LAWS**

26. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

27. In order to comply with Federal, State, and Local Laws and/ or Mandates, the Plano Radio Division, as the license holder, may need to act on behalf of the **USER** regarding possible modifications, reconfiguration, or exchange of Subscriber Radio equipment in order to meet these obligations. For as long as this Agreement is in force, the **USER** will allow the Plano Radio Division to facilitate such activities on **USER's** behalf as necessary.

28. In the instance where **USER** Subscriber Radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement Subscriber Radio equipment shall, upon delivery of Subscriber Radio equipment to the **USER's** site, pass directly to the owner of the equipment that is being replaced. The **USER** shall provide the Plano Radio Division, or its designee, with the serial number(s) and radio IDs of Subscriber Radio equipment to be replaced, as well as the serial number(s) of the new radio equipment. **USER** shall be liable for payment of any fees associated with radios deemed to be not in proper working order. **USER** shall be liable for payment of any fees associated with upgrades to Subscriber Radio equipment.

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

## **DEFINITIONS**

**“Console System”** shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the Joint Radio System Master Switches.

**“Joint Radio System Coordinating Committee”** (“Coordinating Committee”) shall mean that group of individuals tasked with maintaining and administering the Joint Radio System infrastructure and selecting a Technical Committee. The Coordinating Committee shall determine and may periodically adjust the number of members and the method for selecting members.

**“Infrastructure Support Fee”** shall mean the annual fee charged by the Plano Radio Division to offset costs incurred in the operation and maintenance of the Joint Radio System.

**“Interoperable Communications Plan”** (the “Plan”) means the plan developed and established by the Plano Radio Division and the Coordinating Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Joint Radio System or connecting their Subscriber Radio or Console Systems to the Joint Radio System Master Switches.

**“Master Switch”** shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Joint Radio System. The primary Master Switch is currently located at the Plano Radio Division facility and the back-up facility in Allen.

**“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 Joint Radio 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 the Joint Radio System Master Switches.

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

**“Talk Group”** shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

**“Technical Committee”** -- A committee consisting of representative(s) appointed by Plano and Allen, owners of the Joint Radio System. This group will function as advisers to the Coordinating Committee regarding technology, new Subscribers, microwave network capacity planning, communication plan, and tasks assigned by the Coordinating Committee.

**“User Group”** – All subscribers utilizing the Joint Radio System microwave network.

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