

AMENDMENT TO:

INTER-LOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT FOR USE OF A COLLIN COUNTY TOWER SITE TO PROVIDE EFFECTIVE REGIONAL INTEROPERABLE COMMUNICATIONS

The purpose of this Inter-local Agreement is to provide is to establish an arrangement for the use of the Collin County (hereafter COUNTY) Communications Wilmeth Road Tower for the Regional 700 Mhz Interoperable Communications Overlay System. Funding for the use of this site will be from the Public Safety Interoperable Communications Grant Program from the United States Department of Commerce. The purpose of this site will be to help implement an effective Region-wide Interoperable Command and Control Communications System for use by local, state, and federal public safety agencies in times of major emergencies or other agreed upon instances.

Whereas, an inter-agency radio communications capability is important to the safety of the citizens of the North Central Texas region, including citizens residing in COUNTY, and to the safety of public safety personnel who serve these citizens by protecting them and their property, and,

Whereas, each Public Safety Agency (hereafter, Agency) in the North Central Texas Council of Governments' (hereafter, NCTCOG) region desires to improve the quality, timeliness, simplicity, and overall effectiveness of inter-agency communications during daily interagency and mutual aid operations and,

Whereas, each Agency relies on the others to assist it in times where local public safety and government assets may be overwhelmed by natural or man-made catastrophe, and,

Whereas, the state of Texas has requested NCTCOG to assist local agencies in initiating a standards-based radio interoperable communications system that will provide effective communications among public safety agencies' personnel, and,

Whereas, NCTCOG will receive a grant from the U.S. Department of Commerce through the Department of Homeland Security and the Texas Division of Emergency Management to pay for services and equipment to be used for standards-based interoperability, and,

Whereas, NCTCOG is requesting by this Inter-local Agreement that COUNTY pledge and provide the site for communications equipment that will be used for interoperability and,

NOW THEREFORE; COUNTY and NCTCOG agree to the following terms and conditions of this agreement.

I. OBLIGATIONS

NCTCOG's Obligations:

1. Provide for review and approval a Technical Services document provided by NCTCOG's consultant that will specify all equipment and services that will be performed at the Collin County Wilmeth Road Tower site.
2. Upon COUNTY's approval of the Technical Services document, procure communications equipment dedicated to Interoperable Communications, in a timely manner, based upon the approved Technical Services documents.

3. Purchase equipment following all rules established in the grant requirements as set forth in the GDEM Sub-Recipient Agreement signed by the North Central Texas Council of Governments. (Sub-recipient agreement is attached as a separate document).
4. Report to the Texas Governor's Division of Emergency Management as required and according to the program requirements and accounting standards and rules set forth by the funding agency.
5. Provide for review and approval by the State of Texas all costs and services for installation and procurement of said communications equipment and services PRIOR to the purchase of any equipment to ensure that all requirements for funding have been met.
6. Maintain communications with COUNTY's designated Project Manager to keep the person fully informed of the projects' progress throughout the duration of the grant and implementation period, which begins upon signing of this agreement and ends **June 20, 2011**.
7. Cause examination of installation and operation of COUNTY'S equipment during and after installation to assure proper operation of equipment, and report findings of the examination to COUNTY'S Project Manager
8. Provide a transfer of title to COUNTY for all installed equipment in accordance with the grant requirements established in the Sub-recipient agreement between the North Central Texas Council of Governments and the Governor's Division of Emergency Management
9. Report to the Texas Governor's Division of Emergency Management as required and according to the program requirements and accounting standards and rules set forth by one or all.

Collin County Obligations

1. Designate a Project Manager who will coordinate with NCTCOG's principal project manager and consultant.
2. Review and approve all guidelines and requirements set forth in the Technical Services Document provided by the North Central Texas Council of Governments' Consultant (RCC Communications) for equipment to be procured and placed at the EOC site.
3. Allow authorized parties, including but not limited to, equipment providers, consultant, NCTCOG designated , others as may be required to assure timely installation and check-out of equipment. County Project Manager will provide approval to authorized persons to access the site; and provide a safe and secure environment in which to work.
4. Provide a secure site for the protection of installed equipment, and provide inventory of all equipment purchased with PSIC grant funds.
5. Report to NCTCOG at the earliest possible time any destruction or theft of equipment purchased with Public Safety Interoperable Communications grant funds, and take steps to investigate the circumstances of theft, and safeguard the equipment in the future.

II. TERMINATION

AMENDMENT TO

INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR USE OF A COLLIN COUNTY TOWER SITE TO PROVIDE EFFECTIVE INTEROPERABLE COMMUNICATIONS; namely, Section 1, OBLIGATIONS, NCTCOG Obligations, Paragraph 6.

Whereas, the above paragraph, NCTCOG Section 1, Paragraph 6, references the ending date of this project as June 30, 2010, and

Whereas, circumstances beyond the control of parties to this agreement caused the ending date to exceed its term, and

Whereas, circumstances included delays in the receipt of funds, delays in vendor contract negotiations, and delays in obtaining FCC licenses, and

Whereas, the parties to the original agreement wish to continue the agreement through June 20, 2011.

Now therefore it is hereby agreed that:

1. This amendment incorporates all provisions of the original agreement, with exception of the ending date, which is changed from June 30, 2010 to June 20, 2011.
2. This amendment is effective upon the date of signing by Collin County's authorized official.

IN WITNESS WHEREOF this Agreement becomes effective on the date an authorized official from Collin County signs this amendment.

**FOR NORTH CENTRAL TEXAS COUNCIL
OF GOVERNMENTS**

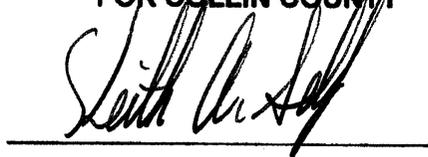


Mike Eastland
Executive Director

Date

9/28/10

FOR COLLIN COUNTY



Signature: Authorized Official

Date: 10/19/10