

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DALLAS AND COLLIN COUNTY
AND DENTON COUNTY AND TEXAS DEPARTMENT OF PUBLIC SAFETY AND DALLAS
FORT WORTH INTERNATIONAL AIRPORT FOR THE USE OF A COMMAND AND
CONTROL RADIO COMMUNICATIONS SYSTEM**

The purpose of this Interlocal Agreement ("Agreement") is to set forth obligations that each agency will perform as primary switch owner in the North Central Texas Council of Governments Regional Overlay Radio System Project. The purpose this project is to implement an effective regional interoperable communications system (the "System") for use by local, state, and federal public safety agencies in times of emergencies or other agreed circumstances.

Whereas, an interagency radio communications capability is important to the safety of the citizens of the CITY OF DALLAS, COLLIN COUNTY and DENTON COUNTY; to the TEXAS DEPARTMENT OF PUBLIC SAFETY; and to the passengers, visitors and workers of the DALLAS FORT WORTH INTERNATIONAL AIRPORT ("DFWIA"), and to the safety of the public safety personnel who serve these citizens by protecting them and their property; and

Whereas, the TEXAS DEPARTMENT OF PUBLIC SAFETY and each public safety agency associated with the CITY OF DALLAS, COLLIN COUNTY, DENTON COUNTY, and DFWIA desires to improve the quality, timeliness, simplicity, and overall effectiveness of interagency 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, COLLIN COUNTY, DENTON COUNTY, the TEXAS DEPARTMENT OF PUBLIC SAFETY, DFWIA, and the CITY OF DALLAS will be sites that host Master Switch Systems for a new radio system for command and control between the TEXAS DEPARTMENT OF PUBLIC SAFETY and the public safety agencies in Collin, Dallas, Denton and Tarrant Counties; and

Whereas, COLLIN COUNTY, DENTON COUNTY, TEXAS DEPARTMENT OF PUBLIC SAFETY, the CITY OF DALLAS are connected via T1 interface that will be validated through reasonable and agreed upon testing procedures and compatibility measurements before the systems are fully operational; and

Whereas, DFWIA and the CITY OF DALLAS are connected via an Inter Sub System Interface (ISSI) that will be validated through reasonable and agreed upon testing procedures using TIA-102.BACA compatibility before the Systems is fully operational.

NOW, THEREFORE; the parties agree as follows:

OBLIGATIONS OF THE PARTIES

**COLLIN COUNTY and DENTON COUNTY and TEXAS DEPARTMENT OF PUBLIC SAFETY and DFWIA
Obligations:**

1. Designate a Project Point of Contact who will coordinate communications between the other parties to this Agreement.
2. Operate in good faith a Project 25 communications switch that will control sites in other locations as part of the North Central Texas Council of Governments Regional Overlay System Project.

3. Support the master system switch with backup power, security, and maintenance.
4. Each Project Point of Contact will provide approval to authorized persons to access the site, as well as provide a safe and secure environment in which to work.
5. Notify the CITY OF DALLAS System Manager of any work, troubles, or other issues that may affect the quality of System service or any troubles that the System may experience.
6. Work with the CITY OF DALLAS System Manager to assist agencies in having System access by providing programming information to agencies that will have radios on the System.

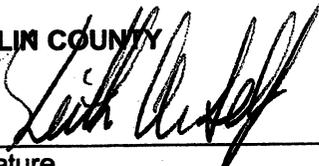
CITY OF DALLAS Obligations

1. Designate a System Manager who will coordinate with the Project Point of Contact for the other parties.
2. Operate in good faith a Project 25 communications switch that will control sites in other locations as part of the North Central Texas Council of Governments Regional Overlay System Project.
3. Support the master system switch with backup power, security, and maintenance.
4. The CITY OF DALLAS System Manager will provide approval to authorized persons to access the site and the CITY OF DALLAS will provide a safe and secure environment in which to work.
5. Notify the Project Point of Contact for each of the other parties of any work, troubles, or other issues that may affect the quality of System service or any troubles that the System may experience.
6. Work with the Project Point of Contact Persons from the other parties to assist agencies in having System access by providing programming information to agencies that will have radios on the System.

II. TERMINATION

The parties agree that any party may terminate its participation in this Agreement by providing thirty (30) days written notice to the other parties. Such notice shall be given to the other parties at the addresses set forth below. If one of the parties terminates its participation in this Agreement, the other parties continue their relationship pursuant to this Agreement prospectively without the terminating party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

<p>COLLIN COUNTY</p> <p></p> <p>Signature _____</p> <p style="margin-left: 250px;">Date <u>12/22/10</u></p> <p>Title: <u>County Judge</u></p> <p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Title: _____</p>	<p>COLLIN COUNTY ADDRESS</p> <p>Street Address: <u>2300 Bloomdale Road</u></p> <p style="margin-left: 100px;"><u>Suite 4192</u></p> <p>City and State: <u>McKinney, TX</u></p> <p>Zip: <u>75071</u></p>
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DENTON COUNTY

DENTON COUNTY ADDRESS

Signature _____

Date _____

Street Address: _____

Title: _____

City and State: _____

APPROVED AS TO FORM:

Zip: _____

By: _____

Title: _____

DALLAS FORT WORTH INTERNATIONAL AIRPORT

DALLAS FORT WORTH INTERNATIONAL AIRPORT ADDRESS:

Signature _____

Date _____

Street Address: _____

Title: _____

City and State: _____

APPROVED AS TO FORM:

Zip: _____

By: _____

Title: _____

TEXAS DEPARTMENT OF PUBLIC SAFETY

TEXAS DEPARTMENT OF PUBLIC SAFETY

Signature _____

Date _____

Street Address: _____

Title: _____

City and State: _____

APPROVED AS TO FORM:

Zip: _____

By: _____

Title: _____

CITY OF DALLAS

CITY OF DALLAS ADDRESS

Signature _____

Date _____

Street Address: _____

Title: _____

APPROVED AS TO FORM:

City and State: _____

By: _____

Zip: _____

Title: _____