

**INTER-LOCAL AGREEMENT FOR COMMUNICATIONS EQUIPMENT  
BY AND BETWEEN  
THE CITY OF FRISCO AND COLLIN COUNTY, TEXAS**

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STATE OF TEXAS}

COUNTY OF COLLIN}

The CITY OF FRISCO, a Texas municipal corporation ("City"), and COLLIN COUNTY, a Texas political subdivision ("County"), desire to enter into an Inter-Local Agreement (herein referenced as Agreement) concerning the use of the City's communications tower (herein referenced as Tower), and communications shelter (herein referenced as Shelter) located at 7200 Stonebrook Pkwy., Frisco, Texas (33 08 10.44, 96 49 26.93), for the purpose of installing antenna systems on the Tower and radio systems in the Shelter (herein referenced as Communications Equipment).

WHEREAS, the County wishes to utilize the City's Tower and Shelter at the above-mentioned location and the City agrees to allow such use; and

WHEREAS, the Tower is a suitable transmission site location for the County's 700 MHz P25 trunked radio system that is used by the Collin County Sheriff's Office First Responders and other agencies' First Responders throughout the County for two-way voice radio communications; and

WHEREAS, the use of the Tower and Shelter is a permissible topic for agreement under the Inter-Local Cooperation Act, Chp. 791.001 et seq, Texas Government Code.

**NOW, THEREFORE, it is agreed that the terms and conditions of this Inter-Local Agreement are as follows:**

**1. Communications Equipment.**

The County and its subcontractors shall be allowed access to the Tower and Shelter for the installation, operation, and maintenance of the following items according to industry standards, including Motorola R56 and the manufacturers' designs and performance standards:

a. The placement of three racks to support the Communications Equipment in the Shelter. The County also may place simulcast remote base stations, simulcast remote site LAN and WAN equipment, simulcast remote site sync/GPS equipment, and simulcast remote site alarm monitoring equipment in the Shelter. Installation of the following Communications Equipment components, or reasonable substitutes or replacements, on the Tower:

i. New 2' wide cable ladder on the northwest face of the Tower

- ii. One model RFS BPS-10A antenna mounted with Sinclair SMK345-A7 mount at 260' AGL
- iii. Two model RFS BLR-12A antennas mounted with Sinclair SMK345-A7 mount at 230' AGL
- iv. One model Bird 432-831 amplifier mounted with Sinclair SMK345-A7 mount at 230' AGL
- v. One model PAD6-W57B microwave dish mounted at 152' AGL
- vi. One model PAD6-W57B microwave dish mounted at 77' AGL
- vii. Two GPS antennas mounted on the existing Shelter's ice bridge
- viii. Six (6) transmission line runs with mounting hardware, extending down the Tower along the new cable ladder, utilizing the existing Shelter's ice bridge, and terminating inside the Shelter.

b. The City will provide a DC power source for the County's two-way radio system equipment.

The County must coordinate access to the Tower and Shelter with the City of Frisco Police Department Radio Operations. All equipment installation and placement, including any substitutes or replacements, must be approved by the City's Radio Operations Manager. All employees, contractors, subcontractors, and individuals representing the County must have successfully completed a Criminal Background Investigation.

2. **Term.** The County and City agree that the term of this Agreement shall be 10 years (the "Term"), commencing on the Effective Date of this Agreement, subject to earlier termination as provided for under this Agreement. This Agreement shall terminate at the end of the Term unless before then the County and City agree in writing to extend this Agreement for an additional period of time.
3. **Payments/Compensation.**
  - a. Within twenty (20) days of the Effective Date of this Agreement, City shall invoice the County and the County shall pay \$3,500.00 to the City as a one-time connection fee for use of the Tower and Shelter and for the placement of Communications Equipment.
  - b. For the Term of this Agreement, the County will pay the City the sum of \$3,000.00 annually ("Annual Payment") to cover the utility costs of the County's Communications Equipment at the Tower and Shelter. The Annual Payment is due and payable by the County in accordance with Texas Government Code 2251. The City will invoice the County within ten (10) days of the Effective Date of this Agreement and on the anniversary date of the Effective Date each year thereafter. The amount of the Annual Payment may be adjusted by the City no more than once every two years based on increases in utility costs. The City will submit to the County documentation explaining the increase/decrease to the County by March 1 before the budget year in which such change will be effective.

- c. For the Term of this Agreement, the County will provide the City with six (6) wide-area secure talkgroups for the City's first responders. The City may use these talkgroups for emergency backup purposes and special operations. The City and the County will reasonably cooperate in naming the talkgroups consistent with the County's overall management of its radio system.
- d. The County will make a one-time payment to the City to reimburse the City for its legal fees for review and development of this Agreement. The reimbursement from County will be equal to the total cost the City of Frisco pays for all legal fees for review of this Agreement, but in no event shall the reimbursement amount exceed \$2,000. The City will provide an invoice to the County for the amount billed for its legal fees.
- e. For the term of this Agreement, the County shall share 50% of the cost to replace the back-up battery system. The City will provide documentation of such costs to the County by March 1 before the budget year in which the new costs will become effective.
- f. The County's payments under this Agreement will fairly compensate the City for the governmental services it is providing within the meaning of section 791.011(e) of the Government Code. The County must make these payments from funds currently available to it within the meaning of section 791.011(d)(3).

**4. Access to the City's Tower and Shelter.**

- a. The County has no right to enter, access or use the City's Tower and Shelter until the Effective Date, unless such access is pursuant to a prior written agreement signed by the City and only to the extent permitted thereunder while such agreement shall remain in effect.
- b. The County's access to and use of the City's Tower and Shelter shall be limited to the installation, operation, replacement and maintenance of the Communication Equipment. The County shall at all times act and be in compliance with all federal, state, and local laws and regulations with respect to the installation, operation, replacement and maintenance of the Communication Equipment.

**5. Installation of Communications Equipment, Access, Utilities.**

- a. The County's installation of all Communications Equipment shall be done according to plans submitted by the County and approved by the City, herein described in the attached Exhibit A. All appropriate and required permits must be obtained by the County prior to installation of the Communications Equipment.
- b. Prior to installation of the County's Communications Equipment, the County shall submit to the City an acceptable Tower structural study, incorporating all Tower appurtenances. All costs for the required structural study will be paid by County.

- c. **The Communication Equipment shall remain the exclusive property of the County. Equipment not specified in Exhibit A or in section 1 of this Agreement shall not be installed or otherwise stored in or around the City's Tower and Shelter, unless the City's Radio Operations Manager first approves the installation in writing beforehand.**
- d. **The County shall have sole responsibility for the maintenance and repair of its Communication Equipment, and shall keep the same in good repair and in safe condition at all times.**
- e. **If the City installs and maintains an electric or automatic card-reader or similar entry system at the Tower or Shelter, then the City will provide the County with a card or other means of entry. The County will comply with the City's reasonable security procedures in accessing the Tower site and the Shelter. The County will provide the City with reasonable advanced notice if the County needs to climb the Tower, and the City will cooperate and provide the County with reasonable access to inspect, service, maintain, or replace its antennas and other equipment on the Tower.**
- f. **The County will notify the City when the County needs to inspect, service, or work on the County's antennas or equipment located on the Tower. Where feasible, the County will give the City 14 calendar days' advance notice of such work. Otherwise, such as in a case of an emergency, the County will give as much advance notice as possible under the circumstances.**

**6. County Defaults.**

- a. **Not by way of limitation, the parties understand and agree that the occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by the County:**
  - i. **The failure by the County to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by the County, where such failure shall continue for a period of 30 days after written notice thereof is received by the County from the City.**
- b. **If there occurs an Event of Default by the County, in addition to any other remedies available to the City at law or in equity, the City shall have the option to terminate this Agreement and all rights of County hereunder. No waiver of any rights under this Agreement shall occur unless the waiver is set forth in a duly authorized written document properly adopted and signed by the party granting the waiver and delivered to the other party. Any waiver of any right under this Agreement shall not be deemed a waiver of any other rights under this Agreement.**

**7. Termination.**

- a. **This Agreement may be terminated as follows:**

- i. By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within 30 days of receipt of written notice of default to the other party;
  - ii. By the County, if it is unable through no fault of its own to obtain or maintain any agreement, permit, or other governmental approval necessary for the construction and/or operation of the Communications Equipment, after pursuing such agreement, permit, or other approval with due diligence;
  - iii. By the City, if it determines that the County's Communications Equipment unreasonably interferes with the City, if the County cannot correct the interference within 10 days, if interference is determined to be life safety hazard for Frisco Police and Fire, the County will take the site down immediately until interference is corrected, the City reserves the right with notification to disconnect equipment if this should occur;
  - iv. By the City, if the County's use of the Tower or Shelter is or becomes illegal under any federal, state or local law, rule or regulation; or
  - v. By the County, if within 30 days before the second anniversary of the Effective Date of this Agreement, the County provides written notice of such termination to the City.
- b. Should it at any time be determined by the City that the Tower or Shelter must be removed or modified—or that the City's Tower or Shelter must be configured or otherwise used—in a way that precludes the County's use thereof, then this Agreement may be terminated by the City by providing 30 days written notice. This termination remedy is in addition to and cumulative of any other termination provision in this Agreement. In the event that the City provides such notice, then the County must remove—no later than the 90th day after such written notice—the County's impacted Communications Equipment from the Tower and/or Shelter.

**8. Insurance.**

- a. The County shall procure and maintain Comprehensive General Liability Insurance coverage, and the City will be held harmless for acts of outside vendors, in a combined single limit of not less than \$3,000,000 per occurrence, and \$4,000,000 aggregate, and shall name the City as an additional insured on such policy or policies. The County may satisfy this requirement by an endorsement to its underlying insurance or umbrella liability policy. A contractor for the County may not enter the Tower site, unless the contractor maintains separate Comprehensive General Liability Insurance coverage with a combined single limit of not less than \$1,000,000 per occurrence and \$4,000,000 aggregate, naming the City as an additional insured.

- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
  - c. The County shall provide to the City, prior to the Effective Date of this Agreement, evidence of the required insurance in the form of a certificate of insurance and applicable endorsements issued by an insurance company licensed to do business in the State of Texas, which includes all coverage required above. Said certificate shall also provide that the coverage may not be cancelled, expired, or materially changed without 30 days prior written notice to the City.
9. **Damage or Destruction of Property.** If the City's Tower and/or Shelter are destroyed or damaged so as, in the County's reasonable judgment, to render the Tower and/or Shelter unusable, the County may elect to terminate this Agreement upon 30 days written notice to the City.
10. **INDEMNIFICATION.** EXCEPT FOR THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE CITY'S AGENTS OR EMPLOYEES, THE COUNTY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, EXPENSES, DEMANDS, ACTIONS, OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES AND OTHER RELATED COSTS AND EXPENSES OF LITIGATION, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY THE CITY OR FOR WHICH THE CITY MAY BE HELD LIABLE, WHICH ARISE FROM THE NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER FAULT OF COUNTY OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT OR FROM THE INSTALLATION, OPERATION, USE, MAINTENANCE, REPAIR, REMOVAL, OR PRESENCE OF THE COUNTY'S COMMUNICATIONS EQUIPMENT, INCLUDING BUT NOT LIMITED TO ELECTRICAL INTERFERENCE OR HEALTH PROBLEMS CAUSED BY THE COUNTY'S TRANSMISSION OPERATIONS, AND SPECIFICALLY INCLUDING THE REPRESENTATIONS AND WARRANTIES OF PARAGRAPH 12(B) OF THIS AGREEMENT, AND SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE COUNTY FOR ITS COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES, INCURRED IN ANY ATTEMPT TO ENFORCE THIS INDEMNITY PROVISION. COUNTY'S OBLIGATIONS TO SO INDEMNIFY, DEFEND AND HOLD HARMLESS SHALL SURVIVE THE TERM OF THIS AGREEMENT.
11. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, postage prepaid, certified mail, return receipt requested to the following addresses:

If to the City, to:

City of Frisco  
Attn: George Purefoy, City Manager  
6101 Frisco Square Blvd

Frisco, Texas 75034

With Copy to:

Frisco Police Department

Attn: Barry Turner, Radio Operations Manager

7200 Stonebrook Parkway

Frisco Texas 75034

And:

Frisco Police Department

Attn: John Bruce, Chief of Police

7200 Stonebrook Parkway

Frisco Texas 75034

If to the County, to:

Collin County

Attn.: Commander Pam Palmisano

Address: Collin County Sheriff's Office

Address: 4300 Community Ave.

Address: McKinney, TX 75071

Phone: 972.547.5100

Email: ppalmisano@co.collin.tx.us

With a copy to:

Sara Hoglund, CPPB

2300 Bloomdale Road, Suite 3160

McKinney, TX 75071

972.548.4101

shoglund@co.collin.tx.us

**12. Representations and Warranties.**

- a. The City warrants that (1) it has full right, power, and authority to execute this Agreement; (2) to the best of its knowledge, it has good and unencumbered title to the City's Tower and Shelter free and clear of any liens or mortgages, except as may be disclosed by review of title, or has a right of control over same for the full duration of the Term; (3) it has and will maintain a right of access from the Tower site to a public road and will maintain this right for the full Term; (4) it has and will maintain a connection to an AC power source for the full Term; (5) it will maintain and operate the Tower and Shelter according to industry standards applicable to public-safety radio systems and all applicable law, including keeping the site free from hazardous materials; and (6) it will notify the County no less than 30 calendar days before beginning work on the Tower or Shelter that may affect the County's operation of its radio

system and will reasonably cooperate with the County to continue to operate its system during the work.

- b. The County represents and warrants that its storage and use of any substance or material on or around the City's Tower and Shelter will comply with applicable federal, state or local law or regulation and that it will store and use said substance or material only if necessary for its transmission operations.
- c. Each party represents that the persons signing this Agreement have the appropriate authority under section 791.011(d)(1) of the Government Code.

13. **Assignment.** This Agreement may not be sold, assigned, or transferred by the County without the written consent of the City.

14. **Miscellaneous.**

- a. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.
- b. The parties understand and agree that this is an Agreement for use of the City's Tower and Shelter and is not a contract for goods or services as defined under Texas Local Government Code § 271.151.
- c. This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive jurisdiction over and venue for any cognizable claim related directly or indirectly to this Agreement shall lie in Collin County, Texas.
- d. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. This Agreement is subject to all zoning approvals and building permits.
- f. This Agreement represents the entire and integrated agreement and all understandings between the parties and supersedes and renders void all prior negotiations, representations and/or agreements between the parties, either written or oral.

*[Signature page follows.]*



IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

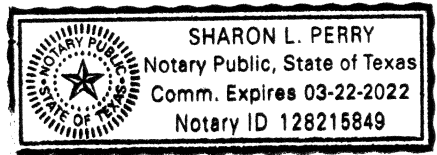
DULY AUTHORIZED SIGNATURES:

George Purefoy  
George Purefoy  
City Manager, City of Frisco, Texas

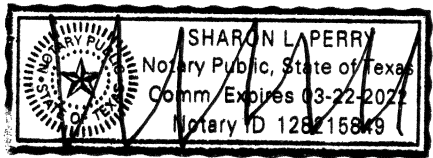
THE STATE OF TEXAS }  
COUNTY OF COLLIN }

This instrument was acknowledged before me on the day of 28<sup>th</sup> of June, 2018 by George Purefoy, City Manager, City of Frisco, Texas.

Sharon Perry  
Notary Public, State of Texas



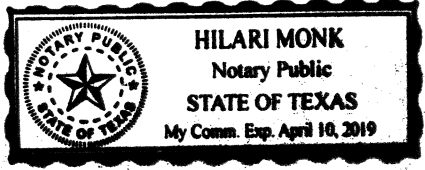
COLLIN COUNTY, TX  
Keith Self  
Keith Self, County Judge



THE STATE OF TEXAS }  
COUNTY OF COUNTY }

This instrument was acknowledged before me on the 29<sup>th</sup> day of May, 2018 by Keith Self.

Hilari Monk  
Notary Public, State of Texas



# Exhibit A

