

THE STATE OF TEXAS

AGREEMENTS  
INTERLOCAL AGREEMENT  
COUNTY'S RADIO TOWER  
CITY OF MCKINNEY  
ADMINISTRATIVE SERVICES

COUNTY OF COLLIN

On **December 4, 2000**, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

**Ron Harris  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell**

**County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4**

During such session the court considered approval of an Interlocal Agreement between Collin County and the City of McKinney to allow for use of the County's radio tower located at the Service Center at 700 Wilmeth Road, McKinney, Texas.

Thereupon, a motion was made, seconded and carried with a majority vote of the court authorizing the attached Interlocal agreement between Collin County and the City of McKinney to allow for use of the County's radio tower located at the Service Center at 700 Wilmeth Road, McKinney, Texas. Same is hereby approved as per the attached documentation.

  
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**Ron Harris, County Judge**


  
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**Phyllis Cole, Commissioner, Pct. 1**

  
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**Jerry Hoagland, Commissioner, Pct. 2**

  
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**Joe Jaynes, Commissioner, Pct. 3**

  
\_\_\_\_\_  
**Jack Hatchell, Commissioner, Pct. 4**

**ATTEST:**

  
\_\_\_\_\_  
**Helen Starnes, Ex-Officio Clerk  
Commissioners' Court  
Collin County, T E X A S**

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
THE CITY OF MCKINNEY  
AND  
COLLIN COUNTY, TEXAS**

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STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

The *CITY OF MCKINNEY*, a Texas municipal corporation (“City”), and *COLLIN COUNTY*, a Texas political subdivision (“County”), desire to enter into an agreement concerning the use of the County’s radio tower located at the County’s Service Center at 700 Wilmeth Road, McKinney, Texas.

WHEREAS, the City wishes to utilize the County’s radio tower at the above-mentioned location and the County agrees to allow such use; and

WHEREAS, the radio tower is suitable for the location of the City’s 800 MHZ trunked radio system that is used by the City’s Public Safety and Public Service Departments for two-way voice radio communications; and

WHEREAS, the joint use of the radio tower facility is a permissible topic for agreement under the Interlocal Cooperation Act, Chp. 791.001 *et seq.*, Texas Government Code.

NOW, THEREFORE, it is agreed that the terms and conditions of this Interlocal Agreement are as follows:

1. The City and its subcontractors be allowed full and unencumbered access to the Service Center site for the construction of the following items:
  1. The placement of an equipment shelter at the tower site. The tentative location of the structure of approximate dimensions of twelve feet (12') wide by fifteen feet (15') long by nine feet (9') high would be on the north side of the tower. The structure shall be placed on a concrete pad. The exterior of the structure shall be of a washed stone material.

2. City shall place a standby power generator at the tower site. The diesel generator shall be enclosed in a metal housing of approximate dimension of four feet (4') wide by six feet (6') long and four feet (4') high. The tentative location of the generator is on the south side of the equipment shelter, i.e., under the tower. The generator shall be placed on concrete pad. A diesel fuel tank shall be located in close proximity to the generator.
3. City shall place the following antenna system components on the tower:
  1. One (1) fifteen foot (15') long antenna at the 355 foot level of the tower, including mounting hardware.
  2. One (1) fifteen foot (15') long antenna at the 330 foot level of the tower, including mounting hardware.
  3. One (1) transmission line and mounting hardware extending from the equipment shelter along the transmission line ladder rack of the tower to the antenna identified in (i) above.
  4. One (1) transmission line and mounting hardware extending from the equipment shelter along the transmission line ladder rack of the tower to the antenna identified in (ii) above.
  5. One(1) four foot (4') to six foot (6') diameter grid microwave dish antenna tentatively located on the southwest leg of the tower at 160 feet.
  6. One (1) transmission line and mounting hardware extending from the equipment shelter along the transmission line ladder rack of the tower to the antenna identified in (v) above.
2. County recognizes City will install commercial AC power at the site via the services of TXU Electric and that the City will be responsible for subsequent utility charges.
3. County recognizes City will install telephone lines via the services of Southwestern Bell and that the City will be responsible for subsequent utility charges.
4. City and County agree to a minimum five (5) year lease at the initial lease rate of Eight Hundred and No/100 Dollars (\$800.00) per month [Nine Thousand Six Hundred and No/100 Dollars (\$9,600.00) per year], payable on the first day of each month. The lease rate shall may only be increased one (1) time per year thereafter, not before the sixth (6<sup>th</sup>) anniversary

date of this Agreement, and said rate shall not increase more than three percent (3.0%) per year.

5. City shall maintain its equipment and facilities separate from County's facilities and equipment, except for the radio tower, which shall be the responsibility of County.
6. Each party to this Agreement, if paying for performance of governmental functions or services, shall make payments from currently-available revenues.
7. Each party agrees that the payment amount is fair compensation for the services or functions performed under this Agreement.
8. This Agreement may be renewed annually.
9. This Agreement may be terminated by either party in writing upon thirty (30) days notice.
10. Upon termination, County shall allow City up to one hundred eighty days (180) days to remove City property from the Service Center.
11. **This agreement is not intended to extend the liability of the parties beyond that provided by law. Neither County nor City waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.**
12. This agreement represents the entire agreement between County and City and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This agreement may be amended only by written instrument signed by the governing bodies of both County and City or those authorized to sign on behalf of those governing bodies.
13. The validity of this agreement and of 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. This agreement shall be performable in Collin County, Texas.
14. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
15. 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 certifies to the other than any necessary resolutions extending said authority have been duly passed are now in full force and effect.

16. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it 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 shall not create any rights in parties not signatories hereto.

Duplicate originals DATED to be EFFECTIVE as of December 5, 2000.

CITY OF MCKINNEY

By: Lawrence W. Robinson  
LAWRENCE W. ROBINSON  
Interim City Manager  
Date Signed: 12/12/00

ATTEST:

Beverly Covington  
JENNIFER G. SPROULL  
City Secretary  
BEVERLY COVINGTON  
Deputy City Secretary

APPROVED AS TO FORM:

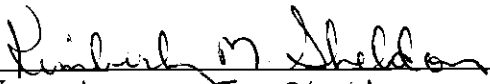
Mark S. Houser  
MARK S. HOUSER  
City Attorney

COMMISSIONERS COURT OF COLLIN  
COUNTY



HON. RON HARRIS  
County Judge

ATTEST:

  
Name: Kimberley M. Sheldon  
Title: Collin County Court Coordinator

APPROVED AS TO FORM:

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Name: \_\_\_\_\_  
County Attorney