COMMUNICATIONS SYSTEMS AGREEMENT

CATEGORY 1- GOVERNMENT ENTITY

This **COMMUNICATIONS SYSTEM AGREEMENT** (the **"Agreement"**) is made and entered into by and between the **City of Plano ("Plano")**, a Texas home-rule municipality, and **City of Allen** (**"Allen"** together with Plano referred to as the **"Cities"** and individually as **"City"**), a Texas home-rule municipality and **Collin County Community College District ("USER")**, a Texas public junior college**,** individually referred to as a "party", collectively referred to herein as the "parties". **Plano and Allen shall include all employees, directors, officers, agents, and authorized representatives of Plano and Allen**, **respectively. USER shall include all employees, directors, officers, and authorized representatives of USER.**

RECITALS

WHEREAS, this Agreement is made under the authority of Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"); and

WHEREAS, each governing body, in performing governmental functions or is paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of all parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the Cities jointly own, operate and maintain the radio communications system exclusive of the radios owned individually by each City (**"Joint Radio System"**) for the purpose of providing Public Safety voice radio and data communications and are the sole license holders of the Joint Radio System with all privileges and responsibilities thereof.

NOW THEREFORE, the Cities and USER agree as follows:

1. GRANT OF LICENSE

The Cities grant USER specific permission to operate USER's owned or leased field radio equipment or equipment attached and/or interfaced to the Joint Radio System infrastructure in accordance with the specific details and requirements for use as set forth in **"Exhibit A, Terms of**

Use" which is attached hereto, incorporated herein, and made a part of this Agreement. Nothing herein shall be construed as the creation of a partnership or joint enterprise between the Cities and USER.

2. TERM

This Agreement shall begin upon the last day executed by all authorized parties (**"Execution Date"**) and shall continue in full force and effect for a period of one-year (**"Initial Term"**). After that Initial Term, this Agreement shall automatically renew for successive nine (9) one-year terms unless otherwise terminated in accordance with the provisions set forth herein and in **"Exhibit A"**.

3. NON-APPROPRIATION OF FUNDS

The Cities and USER will use the best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other parties in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

4. RIGHT TO AUDIT

USER agrees that the Cities shall, at no additional cost to the Cities, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions relating to this Agreement. USER agrees that the Cities shall have access during normal working hours to all reasonably necessary USER facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this Section. The Cities shall give USER reasonable advance written notice of intended audits of at least five (5) business days, and the Cities will limit audits to no more than once (1) per calendar year, unless otherwise required by applicable law.

5. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations, or rights under this Agreement without the prior written consent of the Cities, such right shall be granted solely at the discretion of the Cities. Any assignment in violation of the provision shall be void.

6. NO WAIVER

The failure of any party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

7. GOVERNMENTAL POWERS/IMMUNITIES

It is expressly understood and agreed that, in the execution of this Agreement, neither Cities nor USER waive, nor shall they be deemed hereby to have waived any immunity or defense that would otherwise be available to them 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.

8. AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by all parties.

9. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10. CONFIDENTIAL INFORMATION

To the extent permitted by law, USER for itself and its officers, agents and employees, agree that it shall treat all information provided to it by the Cities as confidential ("City Information") and shall not disclose any such information to a third party without the prior written approval of the Cities, unless such disclosure is required by law, rule, regulation, court order, in which event USER shall notify the Cities in writing of such requirement in a sufficient time to allow the Cities to seek injunctive or other relief to prevent such disclosure. USER shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. USER shall notify the Cities immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

11. FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to compliance with any state or federal law or regulation, acts of God, acts or omission, fires, strikes, lockout, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or local government in accordance with applicable law.

12. NOTICES

Any notice provided under the Agreement shall be delivered by mail or personal service to the parties named below:

City of Plano	City of Allen	Collin County Community College
Attn: Chief Information Officer	Attn: IT Director	Attn: Executive Vice President
P.O. Box 860358	305 Century	3452 Spur 399
Plano, TX 75086	Allen, TX 75013	McKinney, TX 75069

With copy to:
Collin County Community College
Attn: Chief of Police
4800 Preston Park Boulevard
Plano, TX 75093

13. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Collin County, Texas or the United States District Court for the Eastern District of Texas Sherman Division. In any such action each party shall pay its own attorney's fees, court costs and other expenses incurred as a result of the action.

14. SIGNATURE AUTHORITY

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entity entitled to rely on this warranty and representation in entering into this Agreement.

15. ENTIRETY OF AGREEMENT

This written instrument including all exhibits attached hereto, contains the entire understanding and agreement between the Cities and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement (ILA)

between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

16. <u>COUNTERPARTS</u>

This Agreement may be executed in one or more counterparts and each counterpart shall together constitute one and the same.

[INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW]

EXECUTED IN MULTIPLE ORIGINALS on this day of _____, 2026

CITY OF PLANO, TEXAS

BY:_____
Mark D. Israelson, City Manager

APPROVED AS TO FORM

_____
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the_____day of _____,2026, by **MARK D. ISRAELSON,** City Manager of the **CITY OF PLANO, Texas**, a home-rule municipality, on behalf of such corporation.

_____
Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of_____,2026

CITY OF ALLEN, TEXAS

BY:_____
Eric Ellwanger, City Manager

APPROVED AS TO FORM

_____
Peter G Smith, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____day of_____,2026, By **ERIC ELLWANGER**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipality, on behalf of such corporation.

_____
Notary Public, State of Texas

EXECUTED IN MULTIPLE ORIGINALS on this day of_____,2026

Collin County Community College District

BY:_____
Jay Saad
Chair, Board of Trustees

APPROVED AS TO FORM

_____
Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____day of_____,2026, By **Jay Saad,** Chair, Board of Trustees of the **Collin County Community College District**, a public community college established under Chapter 130 of the Texas Education Code.

_____
Notary Public, State of Texas

EXHIBIT A

CATEGORY 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 City of 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 Radio and special equipment.

5. In order to ensure hardware and software compatibility with the Joint Radio System infrastructure, all Subscriber Radio 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, the parties utilizing the Joint Radio System are expected to have their radio programming done by the City of Plano Radio Shop. The use of any other vendors for this purpose, must be approved by the Plano Radio Shop. The Radio Shop offers a drive-up service to assist in troubleshooting radio issues in vehicles in addition to the functions outlined in item 20 of this ILA.

The Radio Shop is generally open Monday-Friday 7:30 am to 4:00 pm. 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 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 radio.

7. No antenna gains 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 USER radio or console does not cause 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 City of 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 City of 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 City of Plano Radio Division. The cost of such testing or repair will be the sole responsibility of USER. Furthermore, the City of Plano Radio Division shall have 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 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 City of 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 a new Subscriber Radio equipment to any user of the Joint Radio System. The City of Plano Radio Division shall have discretion in determining whether to allow additional users or radios based on the Joint Radio Systems 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 Public Switched Telephone Network (PSTN) 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 Systems Over-The-Air-Programming (OTAP) or Over-The-Air-Rekeying (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 City of Plano Radio Division. Administration of encryption keys will be performed by the City of Plano Radio Division. USER may utilize and administer other encryption methods as required.

15. The City of Plano Radio Division may provide USER with an Advanced System Key (ASK) for use with the USER's Subscriber Radio 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 of the ASK.

16. The City of 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 City of Plano Radio Division reserves the right to require certain Talk Group IDs to be programmed in USER radios. Additionally, the Plano Radio Division shall have the right to limit the number of Talk Group IDs to be used by USER based on the capacity of the master sites and network traffic.

17. The City of 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.

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 City of Plano Radio Division. Roaming to other trunked systems will be limited to the Joint

Radio Systems Interoperable Talk Groups, although this capability may be terminated by the City of Plano Radio Division if its use is determined to result in performance degradation to either the Radio System or the interconnected trunked system.

19. The City of Plano Radio Division generally maintains aliases for units operating on the 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.

APPLICABLE FEES * TERMINATION: REFUNDS

20. USER shall pay The City of Plano Radio Division an annual Infrastructure Support Fee, per Subscriber Radio. This fee is payable in advance on an annual basis for all active radio IDs 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 $35.40 per radio/month, per Subscriber Radio or console, and a $2.00 per radio/month network access fee, for a total of $37.40 per month per radio/console. The monthly cost per Subscriber Radio support and network fee covers access to the primary master site in Plano, 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 on-call
Radio Monitoring	Support (7 x 24 x 365)

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

TERM

22. Either USER or the City of Plano Radio Division may terminate this Agreement for any reason, with or without cause, upon three hundred sixty-five (365) days written notice to the other party. If USER terminates there will be no refunds or credits for any fee. If the City of Plano Radio Division terminates, the City of Plano Radio Division will issue a refund to the USER of all fees, pro-rated to the end of the current fiscal year. The City of 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 forty-five (45) days of receiving an invoice. The City of 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 City of 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 City of 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.

COMPLIANCE WITH LAWS

23. 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 City of Plano Radio Division (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by USER.

24. In order to comply with Federal, State and Local Laws and/or Mandates, the City of 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 City of Plano Radio Division to facilitate such activities on USER's behalf as necessary.

25. 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 City of 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 meaning 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 Radio System Master Switches.

"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 Radio System or connecting their Subscriber Radio or Console Systems to the Radio System or connecting their Subscriber Radio or Console Systems to the 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 Radio System. The primary Master Switch is currently located at the City of 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 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 Radio System Master Switches.

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

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

"User Group" – All Subscribers utilizing the Radio System microwave network.