INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENISON AND GRAYSON COUNTY FOR A CONSOLIDATED COMMUNICATIONS SYSTEM FOR PUBLIC SAFETY AND GOVERNMENTAL SERVICES

This Inter-Local Agreement ("Agreement") is entered into by and between Grayson County, Texas, ("CUSTOMER") and the City of Denison, ("Denison") referred collectively, the "Parties". The Parties execute this Agreement as hereinafter provided, pursuant to the Texas Government Code Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denison and CUSTOMER are engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS. the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended, provides authority for local governments of the State of Texas to enter into Inter-Local Agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, Denison and CUSTOMER each own and operate systems for the purpose of providing communications in support of its governmental operations; and

WHEREAS, Denison and CUSTOMER have investigated and determined that it would be advantageous and beneficial to the citizens within their respective jurisdictions to operate a single Consolidated Communications System; and

WHEREAS, in order to provide dependable, mission-critical communications services (voice radio and data service) for use by each of the Parties and their respective users, Denison and CUSTOMER desire to enter into this Agreement to provide a Consolidated Communications System for public safety, public works, and governmental services; and

WHEREAS, use of this Consolidated Communications System will provide for system coverage for the CUSTOMER and Denison to ensure safe, effective, and efficient communication, and benefit the greatest number of citizens both now and in the future; and

WHEREAS, this Agreement will provide the framework for administering the Consolidated Communications System and the distribution between CUSTOMER and Denison of the costs associated with the implementation, maintenance, and operation of the consolidated communications system; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

In addition to the definitions stated in the preamble and recitals hereof, the following words and phrases as used in this Agreement, unless the context clearly shows otherwise, shall have the following meanings:

"*Communications System*" means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by CUSTOMER, Denison and other Users, if any, primarily for providing public safety dispatch and communications for fire, emergency medical, law enforcement services and such other governmental services as may be agreed from time to time by the Parties.

"*Communications System Core*" includes physical and virtual servers, switches, routers, gateways, firewalls, and software that supports call processing, data controllers, security management, back and restore, and network management. This allows for the capability to expand the radio system to allow multiple infrastructure users to use the same Communications System Core.

"*Infrastructure*" means radio tower sites, FCC-licensed radio frequencies and Infrastructure Equipment.

"*Infrastructure Equipment*" means communications repeaters, transmitters, channel banks, combiners, routers, dispatch console systems, fiber optic, microwave, or similar equipment connected to the Communications System Master Core.

"*Infrastructure Management Committee*" means the committee that is responsible for the administration and operation of the Communications System. Also referred to as "IMC."

"*Subscriber Units*" means mobile radios, portable radios, or any similar devices used for communicating over the Communications System.

"*Systems Manager*" means City of Denison employee designated as the Systems Manager or other employee designated by the Infrastructure Management Committee.

"*Technical Advisory Committee*" means the committee that advises the Infrastructure Management Committee on technical issues related to the operation of the Communications System.

"*User*" means any entity with which CUSTOMER, Denison, or other entity that has entered into a contractual agreement for the provision of radio communication services through the Communications System. This includes Users who have built or are the responsible party for Infrastructure and/or Subscriber Units connected to the Communications System .

II.
TERM

2.1 This Agreement is for a period of a five (5) year term beginning on the August 1, 2026, and ending on the July 31, 2031, unless terminated earlier pursuant to the terms set forth herein.

2.2 It is the intention of the Parties for this to be a long-term enterprise which will be renewed, either by auto-renewal of this agreement after the initial 5-year term or with a new interlocal agreement , upon the expiration of the term stated above in 2.1 subject to approval by each Party's governing body.

III.
USERS

CUSTOMER may add Subscriber Units to the Communications System, following the Infrastructure Management Committee's (IMC) consent.

(a) Users added to the Communications System require approval and consent by the IMC and shall be required to sign a Contract Agreement with Denison stipulating both parties' obligations and pay the User rate established annually by the Denison City Council.

(b) Each User is responsible for obtaining all software and hardware required to program its Subscriber Units.

(c) Each User is responsible for obtaining a service contract with an approved service provider to coincide with the Term of this Agreement. A list of approved service providers will be issued by the IMC.

(d) Users, including those who have built or are responsible for Infrastructure shall be required to meet the minimum system requirements for channel capacity, inter-operational talk-groups, site hardening, maintenance, and reliability as defined and determined by the IMC.

(e) All Infrastructure and Infrastructure Equipment purchased by a User shall be individually licensed, owned and adequately maintained by that User.

IV.
OBLIGATIONS OF CUSTOMER

4.1 Infrastructure and Infrastructure Equipment

(a) CUSTOMER agrees to provide NUMBER (number of sites) Communications System sites within its JURISDICTION TYPE (County, City, etc.) limits, which it deems necessary for the operation of the Communications System, compatible with the specifications as set forth in **Exhibit "A"** attached hereto and incorporated herein as if fully set forth. Said sites shall house Infrastructure Equipment for the purposes of augmenting the Communications System.

(b) CUSTOMER agrees to include sufficient talk path capacity for CUSTOMER's Public Safety and Public Services operations and inter-operational talk-groups for system users.

(c) CUSTOMER also agrees to install the Infrastructure Equipment in an approved shelter or outdoor cabinets with either emergency generator backup power along with uninterruptible power supplies or battery bank system. The shelter or cabinets and back-up power system shall be installed concurrently with any new Infrastructure. The system must be of the same or better quality as the Owner's system and is subject to IMC approval.

(d) CUSTOMER is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. CUSTOMER is responsible for all programming of CUSTOMER-owned Subscriber Units and any other units active in CUSTOMER id range.

4.2 Radio System Technicians

(a) CUSTOMER has entered into a service package with Motorola Solutions for the hardware and software upgrades/updates, monitoring, preventative and corrective maintenance of CUSTOMER's Infrastructure and Infrastructure Equipment. This service level agreement includes network and equipment monitoring, technical support, onsite maintenance, and security monitoring services.

(b) CUSTOMER shall contract with an Owner approved technician or firm for radio system technicians who shall perform the duties of system and site maintenance, alarm monitoring, subscriber unit repair (includes basic repair by the technician or by a third-party) and emergency call-out functions for CUSTOMER Communications System Infrastructure as needed for the duration of this Agreement Term

4.3 Payment for Communications System

(a) CUSTOMER shall be responsible for payment of the TIER RATE TYPE

of NUMBER OF DOLLARS ($XX.XX) per subscriber unit per month as set forth in **Exhibit "B"** attached hereto and incorporated herein as if fully set forth.

(b) Based on the fees described above, the City will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the CUSTOMER on or before October 1st of each year. This amount is subject to change when the CUSTOMER adds or deletes the number of Subscriber Units in service. The CUSTOMER must notify the System Manager in writing within 10 business days of any addition or deletion of Subscriber Units.

(c) Fees for Additions – The amount owed for annual fees for additions of Subscriber Units will be prorated by month for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

(d) Deletions – No refunds for deletions will be made for CUSTOMER's deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of October 1st of the current fiscal year.

(e) CUSTOMER agrees to pay Denison the annual fees specified under 4.3 (a) within thirty (30) days of the receipt of the invoice. Should CUSTOMER add Subscriber Units to the Service within a Term, CUSTOMER agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

(f) The Invoice for the CURRENT fiscal year is attached and becomes payable within thirty (30 days of the execution of this agreement. The amount is based on the number of subscriber units active in the Denison radio id range as of DATE.

V.

ADMINISTRATION OF THE COMMUNICATIONS SYSTEM

5.1 Infrastructure Management Committee

(a) The Infrastructure Management Committee, also referred to as the IMC in this document, shall be responsible for the administration and operation of the Communications System.

(b) The Infrastructure Management Committee shall be comprised of the following City of Denison personnel: Public Works Director - EMC, Police Chief, Fire Rescue Chief and City Manager.

5.2 Technical Advisory Committee

(a) The Technical Advisory Committee shall advise the IMC on technical issues involving the Communication Systems.

(b) Each User shall appoint one (1) representative to serve on the Technical Advisory Committee. The Systems Manager shall also serve on the Technical Advisory Committee and function as the Committee liaison to the IMC.

(c) Technical standards for the operation of the Communications System shall be developed by the Technical Advisory Committee and approved by the Infrastructure Management Committee.

VI.
OWNERSHIP INTERESTS OF THE PARTIES

6.1 Each Party shall retain individual ownership of its respective Infrastructure, Infrastructure Equipment, and Subscriber Units purchased prior to, or as part of, this Agreement.

6.2 All Infrastructure, Infrastructure Equipment, and Subscriber Units owned by each User will continue to be separately owned and adequately maintained by such User.

6.3 All frequencies utilized by the Communications System shall be separately maintained and licensed by the owner or assignee designated by the FCC.

VII.
FINANCING AND INFRASTRUCTURE COST SHARING

It is the sole responsibility of each User incurring costs to make payment to vendors providing equipment for and services to the Communications System on behalf of that User. In no event shall any User be held liable for debts incurred by any other User as a result of expenditures made in connection with the Communications System unless otherwise specifically set out in this agreement.

VIII.
APPROPRIATION OF FUNDS

All payments made by CUSTOMER to Denison pursuant to this Agreement shall be from current revenues available to CUSTOMER.

IX.
TERMINATION

This Agreement may be terminated upon ninety (90) days written notice from the Party seeking termination to the other Party to the identified Notice Addresses provided in this Agreement. Each Party to this Agreement shall be responsible for its own costs associated with said termination including but not limited to reconfiguring of the system, if required, such as Infrastructure connectivity.

X.
GOVERNMENTAL FUNCTION

The Parties have determined by their execution of this Agreement that this Agreement and the obligations of the Parties contained herein are in discharge of a governmental function as set forth in the Inter-Local Cooperation Act, and participation in this Agreement by one Party shall not be construed as creating any kind of agency relationship, partnership, or Communications enterprise amongst the Parties.

XI.
RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTIN WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

XII.
IMMUNITY

In the execution of this Agreement, neither of the Parties waive, nor shall be deemed hereby to have waived, any immunity or any legal or equitable defense otherwise available 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 does not create any rights in parties who are not signatories to this Agreement.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denison and CUSTOMER and supersedes all prior negotiations, representations, and/or agreements, either written or oral between Denison and CUSTOMER. This Agreement may be amended only by written instrument signed by Denison and CUSTOMER.

XIV.
NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or send via certified mail to the other Parties at the following respective addresses:

Denison:
Emergency Management Coordination Office
300 W. Main St.
PO Box 347
Denison, TX 75020
rbates@denisontx.gov

Grayson County:
Grayson County Judge
100 W. Houston
Sherman, TX 75090

Copy to:
Grayson County Sheriff
200 S. Crockett
Sherman, TX 75090

XV.
AUTHORITY TO SIGN/CUSTOMER GOVERNING BODY AUTHORIZATION

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

XVI.
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other party thirty (30) days written notice.

XVII.
VENUE

This Agreement and 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. The Parties agree that this Agreement shall be enforceable in Denison, Texas, and if legal and necessary, exclusive venue shall lie in Denison, Texas.

XVIII.
INTERPRETATION OF AGREEMENT

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for either of the Parties.

XIX.
REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XX.
SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

(Signature page to follow)

IN WITNESS THEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by each Party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Party.

APPROVED BY THE GRAYSON COUNTY COMMISSIONERS COURT:

_____ DATE: July 21st, 2026
COUNTY JUDGE, BRUCE W. DAWSEY

ATTEST:
deana Patterson
COUNTY CLERK, DEANA PATTERSON

APPROVED BY THE CITY COUNCIL OF DENISON, TEXAS:

BY:

_____ DATE: _____
ROBERT CRAWLEY, MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

CITY OF DENISON COMMUNICATIONS SYSTEM

CUSTOMER EQUIPMENT

Subscriber Units			
Unit Type	Model No.	Location (if applicable)	Quantity
Infrastructure Additions			
Type	Address	Lat.	Long.

EXHIBIT B
CITY OF DENISON
TIERED RADIO SYSTEM FEE SCHEDULE

Tiered Fee Structure FY 2024 (2023-2024)		
Level	Per Subscriber Unit	Annual Cost Per Subscriber Unit
Tier 1 - Base-level monthly fee	$4.00	$48.00
Tier 2 - Uses system Core to connect consoles	$5.00	$60.00
Tier 3 – Users who have built or are responsible for Infrastructure	$8.00	$96.00
Tier 4 - Users that provide their own radio sites		

Tier 1 - $4.00 monthly fee per Subscriber Unit for all agencies that do not contribute radio sites or frequencies. Fee pays for the administration of the user on the radio system Core (radio ID registration, talk group configuration, etc.) User can operate on designated talk groups throughout the year. No radio programming is included.

Tier 2 - $5.00 monthly fee per Subscriber Unit. The entity does not contribute radio sites or frequencies but does provide their own dispatching while utilizing the radio system Core for console connectivity. No radio programming is included.

Tier 3 - $8.00 monthly fee per Subscriber Unit for Users. The entity provides their own radio sites, frequencies and dispatching while utilizing the radio system Core for tower site and dispatch console connectivity. No radio programming is included.

Tier 4- $9.00 monthly fee per Subscriber Unit for Users that provide their own radio sites, frequencies and dispatching and pay for Technician services for infrastructure maintenance to the City of Denison as part of the executed Interlocal Agreement between the City of Denison and the local governing body.

GPS Add On – $7.50 monthly fee per Subscriber Unit with GPS signaling available and enabled. GPS may be added to any tier. No programming is included.