

**THE CITIES OF GARLAND AND MESQUITE AND THE
CITY OF ROWLETT RADIO SYSTEM INTERLOCAL AGREEMENT
(Participant Agreement)**

This Interlocal Agreement ("Agreement") is made and entered into on this ____ day of _____ 2019 by and between the **CITY OF GARLAND ("Garland") and CITY OF MESQUITE ("Mesquite")**, Texas home-rule municipalities (collectively, the "System Owners"), and the **CITY OF ROWLETT, ("Rowlett")** Texas home-rule municipality. System Owners and Rowlett may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, System Owners and Rowlett are local governments within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), provides authority for local governments of the State of Texas to enter into Interlocal Agreements with one another for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, System Owners currently own and operate a Motorola 700 Megahertz radio system for the purpose of providing radio communications in support of their governmental operations; and

WHEREAS, System Owners entered into the City of Garland and the City of Mesquite Radio System Interlocal Agreement dated July 7, 2015 (the "Garland/Mesquite Radio System ILA") to implement a combined wide area, multi-site digital trunked simulcast radio system that is compliant with P-25 interoperability standards (the radio system as defined herein below and being hereinafter referred to as the "System"); and

WHEREAS, pursuant to the Garland/Mesquite Radio System ILA, it is anticipated that various municipalities, school districts and other third parties will participate in the System by using services provided by the System (individually a "Participant" and collectively the "Participants"); and

WHEREAS, pursuant to the Garland/Mesquite Radio System ILA, it is further anticipated that some Participants (individually, an "Infrastructure Participant" and collectively, the "Infrastructure Participants") will purchase and locate within their municipal boundaries various items of equipment, materials, hardware, firmware, structures, and other items composing a portion of the System ("Infrastructure Components"); and

WHEREAS, Rowlett desires to: (i) participate in the System as more fully set forth herein and in that certain Interlocal Radio System Usage Agreement (as defined below); and (ii) purchase the Infrastructure Components more fully described herein as the "Rowlett Infrastructure Components," upon the terms and conditions more fully set forth herein; and

Interlocal Agreement Between the Cities of Garland and Mesquite and Rowlett

WHEREAS, in order to provide dependable/mission-critical radio service for use by System Owners, Rowlett and all other Participants, the Parties desire to enter into this Agreement allowing Rowlett to participate in the System, which radio system coverage is essential and a necessary component of providing certain vital governmental services by each of the Parties and other Participants, including, without limitation, police, fire, emergency medical, and public works protection provided by each of the Parties and other Participants to ensure safe, effective, and efficient communications, and benefit the greatest number of citizens of each of the Parties and other Participants both now and in the future; and

WHEREAS, the Parties entered into that certain Interlocal Radio System Usage Agreement dated April 3, 2019 granting Rowlett access to, and use of, System Owner's then-current Motorola 700 Megahertz radio system according to the terms and conditions stated therein; and

WHEREAS, the Parties intend for this Agreement to replace and supersede any previous agreements regarding Rowlett's participation in the System; and

WHEREAS, concurrently with the execution of this Agreement, the Parties shall execute that certain Interlocal Radio System Usage Agreement in the form attached hereto as **Exhibit A** and fully incorporated herein by reference, which may be amended from time to time as more fully set forth therein, which expressly sets forth the rights, duties, obligations, and responsibilities of Rowlett as an Infrastructure Participant to the System (the "Interlocal Radio System Usage Agreement"); and

WHEREAS, System Owners will enter into communication systems agreements with the Selected Vendor, relating to the purchase and installation of the System and its components and are joint owners in the Shared Components (defined below) of the System; and

WHEREAS, the Parties desire to enter this Agreement for the purpose of memorializing the agreement of the Parties regarding Rowlett's participation in the System as an Infrastructure Participant (defined below); and

NOW, THEREFORE, under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the System Owners and Rowlett for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

I. GENERAL

1.01 Definitions.

Any capitalized terms used within this Agreement and not otherwise defined herein shall have the meanings set forth in the Garland/Mesquite Radio System ILA, a copy of which has been provided to Rowlett. Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

“700 MHz System” shall mean the 700 MHz frequencies of the System that System Owners are providing for Rowlett’s use.

“Act” shall mean the Interlocal Cooperation Act, Tex. Gov’t Code 791.001 et seq..

“Access Control System” means, collectively and individually, an electronic, card-controlled access system and any accompanying equipment, including cards and card readers, along with any necessary or accompanying software, used to electronically allow System Owners access to Rowlett-owned radio tower(s).

“Business Day” means any day other than a Saturday, Sunday, or official City holiday in which any of the Parties’ respective City Offices are closed for business.

“Communication System Agreement” or **“CSA”** means that certain Communication System Agreement to be entered into between System Owners (as Buyer) and the Selected Vendor (as Seller) relating to the purchase and installation of the Non-Shared Components of the System to be purchased by System Owners (as defined in the Garland/Mesquite Radio System ILA). Rowlett shall enter into its own CSA with the Selected Vendor for all non-shared components.

“Default” shall mean the failure of a Party to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and such failure continues for thirty (30) days after written notice by any non-defaulting Party to the defaulting Party and copied to all other Parties.

“Effective Date” means the later of the dates this Agreement is approved by the governing bodies of the System Owners and Rowlett and signed by the authorized representatives of each entity.

“Governance Board” means the administrative governing body tasked with the operation and administration of the System and being more particularly described in the Garland/Mesquite Radio System ILA.

“Infrastructure Costs” means those costs relating to the purchase, installation, operation, repair, maintenance, and upgrade of Rowlett’s Infrastructure Components (as defined below) including, but not limited to, all amounts to be paid pursuant to Rowlett’s CSA for the purchase and installation of Rowlett Infrastructure Components and all amounts to be paid pursuant to the SMA relating to repair and maintenance of Rowlett Infrastructure Components. These Infrastructure Costs shall be itemized in detail by an addendum executed by each of the Parties and attached to this Agreement and incorporated by reference as **Exhibit B** after design review by the Selected Vendor.

“Infrastructure Participants” means municipalities, whether one or more, other than System Owners, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

“Non-Shared Components” means the components of the System individually owned by each System Owner, individually, as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also refer to the components owned by Rowlett and located within its own City boundary or placed within the Garland/Mesquite System as necessary to support Rowlett Simulcast Cell.

“Participant” means an Infrastructure Participant or a Subscriber Participant, and **“Participants”** collectively means all Infrastructure Participants and Subscriber Participants.

“Participant Fee Fund” means the fund consisting of the Participant Fees described in Section 7.01 of this Agreement.

“Participant Fees” means all fees paid by Participants to use the System.

“RFP” means that certain Request For Proposal dated August 12, 2014 and titled *Cities of Garland, Mesquite, Rowlett & Sachse P25 Radio System Request for Proposal RFP No 4469-14*, published and distributed by Garland on or about August 13, 2014, and advertised by Garland for the purpose of seeking proposals from qualified vendors relating to the purchase, installation, repair and maintenance of the System and related services as described therein.

“Rowlett Infrastructure Components” means the equipment, materials, hardware, software, firmware, structures and other items composing a portion of the System that are located within the municipal boundary of Rowlett and which are more specifically detailed and itemized in **Exhibit C** attached hereto and incorporated herein by reference.

“Selected Vendor” means the vendor from whom the System Owners agree to purchase the Shared Components of the System and from whom the Parties individually agree to purchase their respective Non-Shared Components of the System.

“Selected Maintenance Vendor” means the vendor System Owners select and with whom System Owners enter into a System Maintenance Agreement to provide ongoing repair, maintenance, and support (hardware and software) of the System. The term shall also refer to the vendor with whom Rowlett enters into a System Maintenance Agreement to provide ongoing repair, maintenance, and support (hardware and software) of the System.

“Shared Components” means the components of the System that are jointly owned by Garland and Mesquite as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also mean the components of the System that will be owned by System Owners (as set forth in the Garland/Mesquite Radio System ILA, but also used to support the operations of Rowlett Simulcast Cell.

“Simulcast Cell” means a standalone multi-site trunked radio system that operates off the master site owned by System Owners.

“Subscriber Participant” means the various municipalities, school districts, and other third parties, other than Infrastructure Participants and the System Owners, that participate in the System by using services provided by the System and that own their own subscriber units (radios) or other related components, which provide access to the System. Subscriber Participants are referred to in the Garland/Mesquite Radio System ILA as “Non-Infrastructure Participants” and all references in this Agreement to “Subscriber Participant” or “Subscriber Participants” shall mean “Non-Infrastructure Participant” or “Non-Infrastructure Participants” under the Garland/Mesquite Radio System ILA. Subscriber Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

“Surveillance System” means, collectively and individually, the hardware, such as cameras, microphones, sensors, or similar equipment, along with any necessary or accompanying software installed and used to monitor or surveil any Rowlett-owned radio tower(s).

“System” means a wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the Garland/Mesquite Radio System ILA and shall include the Shared Components, the Non-Shared Components, and all Infrastructure Components including, without limitation, Rowlett’s Infrastructure Components.

“System Maintenance Agreement” or **“SMA”** means that certain System Maintenance Agreement to be entered into between Garland (as Customer) and the Selected Maintenance Vendor relating to ongoing repair, maintenance, and support (hardware and software) of the Non-Shared Components of the System owned by Garland, Mesquite, and Rowlett, as well as that for maintenance of Rowlett Infrastructure Components.

“System Owner(s)” means, in the singular form, either Garland or Mesquite; in plural form, the term means both Garland and Mesquite collectively.

“Term” means the term of this Agreement as defined in Section 2.01.

II. TERM TERMINATION

2.01 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue until and including September 30, 2026 (the “Initial Term”) in order to allow each Party the opportunity to recover its investment, unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Agreement shall automatically renew for successive terms of three (3) years beginning October 1, 2026 and continuing on October 1st of each third calendar year thereafter (each a “Renewal Term” and collectively the “Renewal Terms”) unless any Party terminates this Agreement by written notice to the other Parties at least seven hundred and twenty (720) days prior to the end of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and all Renewal Terms shall collectively be referred to herein as the “Term”.

2.02 Termination in Event of Non-Appropriation of Funds. As home rule municipalities in the State of Texas, each Party is subject to Article III, Section 52a of the Texas Constitution prohibiting unfunded debt. All expenditures to be made by each Party under the terms of this Agreement shall be subject to such Party's appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution. Each Party agrees to give the other Parties at least ninety (90) days prior written notice if such Party anticipates that funds may not be appropriated to meet its obligations under the terms of this Agreement for the next fiscal year. In the event the City (or Town) Council of any Party fails to appropriate funds in any fiscal year during the Term of this Agreement for the payment of all obligations of such Party under the terms of this Agreement for such fiscal year, such Party shall have the right to terminate this Agreement by giving the other Parties written notice of the non-appropriation of funds within five (5) days after such Party fails to appropriate the necessary funds. The termination of this Agreement because of any Party's failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

2.03 Early Termination during Initial Term. Notwithstanding anything to the contrary herein, any Party may terminate this Agreement based on any other Party's Default prior to the end of the Initial Term or during any Renewal Term.

2.04 Effect of Termination of this Agreement Pursuant to Sections 2.02 or 2.03 above. In the event a Party terminates this Agreement pursuant to Section 2.02 or 2.03 above, the terminating Party shall reimburse the non-terminating Parties, as well as any affected Infrastructure Participant for reasonable costs associated with reconfiguring the System as is necessary for the non-terminating Parties and all other Participants to continue to access, use, maintain and repair the System. In addition, all Article XII Default provisions shall apply. The provisions of this Section 2.04 shall expressly survive the termination of this Agreement.

2.05 Effect of Termination of this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above. In the event either Party terminates this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above, the following provisions shall apply:

- (i) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to the System or its components including, without limitation, Rowlett Infrastructure Components, incurred or accrued prior to the date of the termination;
- (ii) All Rowlett Infrastructure Components of the System, if previously conveyed by Garland to Rowlett, shall continue to be owned 100% by Rowlett; and
- (iii) The provisions of this Section 2.05 shall expressly survive the termination of this Agreement.

2.06 Notice of Termination. No notice of termination of this Agreement shall be effective unless given in accordance with Section 7.07 below.

III. INTERLOCAL RADIO SYSTEM USAGE AGREEMENT

The Parties shall execute an Interlocal Radio System Usage Agreement with this Agreement, which may be amended from time to time, in the form attached hereto as **Exhibit A**, and fully incorporated herein by reference, which expressly sets forth the rights, duties, obligations, and responsibilities of Rowlett as an Infrastructure Participant of the System.

IV. PURCHASE AND INSTALLATION OF INFRASTRUCTURE COMPONENTS; MAINTENANCE

4.01 CSA for Rowlett Infrastructure Components. The Parties acknowledge that Rowlett has entered into a CSA with the Selected Vendor relating to the purchase of the hardware, software and all other components of the System to be located within Rowlett and constituting Rowlett Infrastructure Components of the System. System Owners shall comply with applicable competitive bidding laws and requirements and Rowlett and System Owners expressly consent to cooperative purchasing.

4.02 Rowlett Infrastructure Components. Rowlett shall maintain title to Rowlett Infrastructure Components as described in Exhibit C (the Itemized List of Infrastructure Components to be conveyed to Rowlett upon receipt of reimbursement payments). Rowlett will maintain the same hardware and software levels as needed to connect to the System Owners' master site. System Owners will maintain all of their infrastructure components during the term of this Agreement that are needed to support Rowlett Simulcast Cell. This will include the master site and all associated components needed to support the systems connected by Rowlett to support Rowlett Simulcast Cell's connection to the master site, and the microwave system that will also be used to support the connection of the Rowlett system.

4.03 Invoices from the Selected Vendor and Selected Maintenance Vendor for Rowlett Infrastructure Components. Rowlett will be responsible for all of the maintenance costs of the components of Rowlett Simulcast Cell and components added to the System needed to support Rowlett's radio system operation. System Owners will be responsible for the maintenance costs and vendor support for the master site and all components supporting the connection of Rowlett components to the System Owners' master site. Rowlett's contribution to the maintenance costs of the System Owners' equipment used to support Rowlett system will be included in the user fees Rowlett pays to System Owners.

4.04 Disputed Invoices. If a Party disputes any amount appearing on an invoice from the Selected Vendor or Selected Maintenance Vendor, the Party disputing the invoice shall provide a written notice to Mesquite/Garland and the Selected Vendor or Selected Maintenance Vendor, as applicable, not later than thirty (30) days following receipt of the invoice, identifying the amount(s) disputed and the basis for the dispute. A Party disputing an amount on an invoice shall pay any undisputed amount as required by Section 4.04 above in accordance with the due date for such

amount. If any amount that is disputed by a Party shall, in fact, be determined to be due, the Party disputing the amount shall be solely responsible for also paying any late fees and interest accrued on delinquent payments pursuant to the CSA or SMA, which amounts said Party shall pay directly to the Selected Vendor or Selected Maintenance Vendor, as applicable.

V. RIGHT OF ACCESS

5.01 License to Enter, Access, Ingress, Egress and Use the System.

(a) The Parties agree to reasonably cooperate with the Selected Vendor, the Selected Maintenance Vendor, and the other Parties with respect to the installation, operation, maintenance, repair, and use of the System, including Rowlett Infrastructure Components, and agree to take such actions that are reasonable and necessary to ensure that the Selected Vendor is able to timely perform its obligations under the CSA, and the Selected Maintenance Vendor is able to timely perform its obligations under the SMA. For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration including, without limitation, the covenants and agreements of the Parties as more fully set forth herein, the receipt and sufficiency of which is hereby acknowledged and confessed, subject to the provisions of subpart (b) of this section, Rowlett hereby grants licenses to both System Owners to enter and access Rowlett's property including, without limitation, rights of ingress and egress over, across, upon and through Rowlett's property to the extent reasonable and necessary for System Owners, either acting individually or collectively, to access and use the System, including Rowlett Infrastructure Components, and further grants to the System Owners, subject to the provisions of subpart (b) of this section, rights of entry and access including, without limitation, rights of ingress and egress over, across, upon and through those portions of Rowlett's facilities and property on which any component of the System is located for the purpose of installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, and using the System, including Rowlett Infrastructure Components. Rowlett further agrees to grant the Selected Vendor and the Selected Maintenance Vendor, their employees, agents, and subcontractors a license, subject to the provisions of subpart (b) of this section, to enter and access Rowlett's property including, without limitation, rights of ingress and egress over, across, upon and through Rowlett's facilities and property for the purpose of installing, inspecting, and testing the System including, without limitation, Rowlett Infrastructure Components and, as long as the SMA is in effect, for the purpose of operating, maintaining, repairing, and upgrading the System including, without limitation, Rowlett Infrastructure Components.

(b) Notwithstanding the foregoing, System Owners shall use reasonable efforts to provide prior notice to Rowlett prior to the exercise of any right of ingress and egress over, across or upon Rowlett's facilities or property by either of the System Owners, the Selected Vendor and the Selected Maintenance Vendor. Rowlett may enforce reasonable and necessary security measures with respect to access to Rowlett's property and facilities (including, without limitation, requirements that reasonable notice be given prior to such access) to the extent necessary to protect Rowlett's property and facilities, the health and safety of employees, residents, citizens, and businesses, or to comply with applicable state and federal laws and regulations. In the event access

to Rowlett's facilities or property where any component of the System is located requires an escort or requires entry or access by an employee or representative of Rowlett, Rowlett shall provide, at Rowlett's sole cost and expense, an employee or other authorized person to provide such escort, entry, and access within a reasonable time after request by either System Owner. The Parties specifically acknowledge that each Party is making substantial expenditures in connection with the purchase of the System in reliance on the licenses and rights of entry, access, ingress, egress and use of the System granted to System Owners as more fully set forth in this Article V. The Parties expressly agree that the licenses and rights of entry, access, ingress, egress and use of the System granted pursuant to this Article V are irrevocable and coupled with an interest and shall not be terminated during the Term of this Agreement.

5.02 Enforcement of Rights of Entry, Access, Ingress, Egress and Use of the System. The Parties acknowledge that the major components of the System are owned by System Owners and that the System was purchased and installed to provide emergency public safety services to System Owners and all Participants of the System, and that it is critical that System Owners and all Participants of the System have continued and uninterrupted access to and use of the Rowlett Infrastructure Components. Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge that the licenses, rights of entry, access, ingress, egress and use of the System including, without limitation, Rowlett Infrastructure Components, granted pursuant to Section 5.01 above shall, in addition to all other remedies available herein or by law or in equity, be enforceable by injunction and/or specific performance. The Parties further agree that in the event Rowlett fails to allow or interferes with System Owners' rights of entry, access, ingress, egress or use of the System as more fully set forth in Section 5.01 above, System Owners, acting individually or collectively, shall have the right to enforce the licenses and rights of entry, access, ingress, egress and use of the System granted to System Owners pursuant to Section 5.01 above immediately without waiting the thirty (30) day period for such failure to rise to a Default under the terms of this Agreement.

5.03 Surveillance System and Access Control System.

(a) Surveillance System. The Parties agree that Garland shall have the right to install, update, maintain, and monitor a Surveillance System for each Rowlett radio tower. The Parties further agree that usage of this Surveillance System shall be strictly for the System Owners and Selected Maintenance Vendor to perform their obligations pursuant to this Agreement, and that Garland has no affirmative obligation to use the Surveillance System for security purposes. Garland shall retain ownership of the Surveillance System, and shall have the right to remove the Surveillance System in the event this Participant Agreement is terminated.

(b) Access Control System. The Parties agree that Garland, as a System Owner and as Rowlett's Selected Maintenance Vendor, shall have the right to install, update, and maintain an Access Control System at each Rowlett radio tower in order for System Owner's authorized personnel to obtain access to Rowlett's radio towers. Garland shall retain ownership of each Access Control System, and shall have the right to remove each Access Control System in the event either this Participant Agreement or the SMA is terminated.

5.04 Survival. All covenants, agreements, terms, provisions, obligations, rights and remedies of the Parties set forth in Article V of this Agreement shall expressly survive the termination of this Agreement.

VI. ADMINISTRATION AND OPERATION OF THE SYSTEM; ROWLETT'S RIGHT OF ACCESS FOR SYSTEM USE

6.01 Governance Board. The Garland/Mesquite Radio System ILA creates a governance board to operate and administer the System that is comprised of three (3) representatives from Mesquite and three representatives from Garland, each appointed by their respective City Managers, and one (1) representative for the remaining Infrastructure Participants, selected by the City Manager of the City entitled to appoint a representative for that term (the "Governance Board"). The representatives appointed by the respective City Managers of System Owners shall serve as members on the Governance Board until such representative resigns in writing or is removed or replaced by the City Manager or the governing body of the city that appointed such representative. Each representative appointed by an Infrastructure Participant shall serve a one-year term and the position shall rotate between Infrastructure Participants annually. The first Infrastructure Participant member to serve on the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time the members of the Governance Board are initially appointed. Each succeeding appointment of an Infrastructure Participant member to the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time of the appointment that has not already appointed a representative to serve as a member on the Governance Board. If, at the time of any succeeding appointment to the Governance Board, all Infrastructure Participants have previously had representatives who have served as members of the Governance Board, the Infrastructure Participant with the largest citizen population will appoint a representative to serve on the Governance Board for the then current one-year term and after serving such one-year term, that Infrastructure Participant shall not be eligible to appoint a member to the Governance Board until all other Infrastructure Participants existing at the time of the appointment have appointed members to serve second one (1) year terms. This process for appointing the Infrastructure Participant member to the Governance Board shall be repeated similarly for Infrastructure Participants appointing members to serve third, fourth and subsequent one (1) year terms on the Governance Board. Rowlett, as an Infrastructure Participant, shall, from time to time, appoint one (1) representative to serve as a member of the Governance Board in accordance with the procedure set forth above. Each appointment by Rowlett shall be for a one (1) year term. All members of the Governance Board shall serve at the pleasure of the City appointing such member and may be removed from the Governance Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such member

6.02 Technical Advisory Board. A Technical Advisory Board has been created and comprised of a group of technical personnel selected to advise the Governance Board (hereinafter "Technical Advisory Board"), in accordance with the terms and conditions of the Garland/Mesquite Radio System ILA. The Technical Advisory Board shall consist of two (2) representatives from each of the System Owners, appointed by the City Managers of each city, respectively. Every other

Infrastructure Participant (including, without limitation, Rowlett) may select up to two (2) persons to serve on the Technical Advisory Board; provided, however, none of the representatives of Infrastructure Participants serving on the Technical Advisory Board shall have authority to make any motions or to vote on any matter. All members serving on the Technical Advisory Board shall serve until such member resigns in writing or is removed or replaced by the City Manager or the governing body of the city or Infrastructure Participant that appointed such representative. All members of the Technical Advisory Board shall serve at the pleasure of the city or town appointing such member and may be removed from the Technical Advisory Board with or without cause at any time by action of the City Manager or the governing body of the city appointing such member.

6.03 Covenant to Access and Use the System in Accordance with Procedures Established by Governance Board. Rowlett grants to the Governance Board the right to establish rules, regulations, procedures and guidelines in connection with the operation, administration, access and use of Rowlett Infrastructure Components. Rowlett hereby covenants and agrees to timely keep and perform all rules, regulations, procedures and guidelines established by the Governance Board in connection with the operation, administration, access to and use of the System.

6.04 Covenant to Timely Pay Participant Fees. Rowlett covenants and agrees to timely pay all Participant Fees as more fully set forth in the Interlocal Radio System Usage Agreement and as hereafter established by the Governance Board to System Owners at the addresses set forth in Section 7.05 below (or at such other address as System Owners may hereafter notify Rowlett of in writing). The Governance Board shall establish Participant Fees based on generally accepted accounting principles and set at rates designed to cover costs of operation, maintenance, repair, replacements, upgrades, and administration of the System on a non-profit basis. Rowlett shall have the right to inspect, at Rowlett's expense and on reasonable notice and during normal business hours, the books and records of the Governance Board upon which Participant Fees are based. All such Participant Fees shall be due and payable on such dates as set forth in the Interlocal Radio System Usage Agreement or on such dates as established by the Governance Board. In the event there is a conflict between the payment dates set forth in the Interlocal Radio System Usage Agreement and the payments dates now or hereafter established by the Governance Board, the dates established by the Governance Board shall control.

6.05 Right to Access and Use the System. Provided Rowlett is not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by Rowlett under the terms of this Agreement, Rowlett shall have the right to access and use the System during the Term of this Agreement in accordance with the terms and conditions of this Agreement, the Interlocal Radio System Usage Agreement, and the rules, regulations, procedures and guidelines established by the Governance Board.

6.06 Right to Access and Use Rowlett Infrastructure Components. During the Term, provided System Owners are not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by either System Owner under the terms of this Agreement, System Owners and all Participants shall have the right to access and use Rowlett Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the

Governance Board. This would primarily include the use of the System Owners' Simulcast Cell or Rowlett Simulcast Cell to extend coverage for first responders who may be providing mutual aid outside of the coverage area of their respective simulcast cell. The Technical Advisory Board will provide guidance in how user radios will be programmed.

6.07 Right to Access and Use the System Owners Infrastructure Components. During the Term, provided Rowlett is not in default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a by Default by Rowlett under the terms of this Agreement, System Owners and all Participants shall have the right to access and use the System Owners' Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the Governance Board.

6.08 Rowlett Access to the System. During the Term, provided Garland is not in Default of this Agreement and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by Garland under the terms of this Agreement, Garland, Mesquite and all Participants shall have the right to access and use the Rowlett Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the Governance Board.

VII. PARTICIPANT FEE FUND; MISCELLANEOUS PROVISIONS

7.01 Participant Fee Fund. Rowlett shall pay a reasonable fee to System Owners, as set by the attached Interlocal Radio System User Agreement, for the use of the System Owners' master site and roaming onto the System Owners' Simulcast Cell. All such fees for use of the System shall be remitted to Garland to be held in trust for the benefit of the System Owners. Such fees as set by the Governance Board shall be due and payable on such dates as set forth by the Governance Board.

7.02 Insurance on Rowlett Infrastructure Components. In the event of any casualty or other damage or loss to Rowlett Infrastructure Components, Rowlett shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all of Rowlett Infrastructure Components. Prior to the date the risk of loss on Rowlett Infrastructure Components is transferred to Rowlett, Rowlett shall secure replacement cost "broad form" or "special form" property insurance insuring Rowlett Infrastructure Components or self-insure Rowlett Infrastructure Components against damage and loss. Such insurance shall identify System Owners as joint loss payees with respect to Rowlett Infrastructure Components. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by Rowlett that Rowlett will repair or replace Rowlett Infrastructure Components at its sole cost and expense in the event of any damage or loss to Rowlett Infrastructure Components.

System Owners shall abide by the preceding clause reciprocally in regard to the Garland-owned master site and all components needed to support Rowlett's Simulcast Cell and dispatch centers.

7.03 Immunity. 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.

7.04 Entire Agreement; Conflict. This Agreement, including the attached Interlocal Radio System Usage Agreement, represents the entire and integrated agreement between System Owners and Rowlett, and supersedes all prior negotiations, representations or agreements, either written or oral, with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by all Parties. There are no oral agreements between the Parties. In the event of a conflict between the terms and conditions of this Agreement and the attached Interlocal Radio System Usage Agreement, but not including definitions expressly defined in either agreement, the terms and conditions of this Agreement shall control.

7.05 Notices. All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving all other Parties at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

Notices to System Owners:

Garland Representative:

Chief Information Officer
City of Garland, Texas
1490 State Highway 66
Garland, Texas 75040
(972) 781-7205

With a copy to:

City Attorney
City of Garland
200 North Fifth Street, 4th Floor
Garland, Texas 75040

Notices to Rowlett:

Rowlett:

Chief of Police
City of Rowlett, Texas
4401 Rowlett Road
Rowlett, Texas 75088
(972) 412-6200

With a copy to:

Rowlett City Attorney
David M. Berman
Nichols, Jackson, Dillard, Hager & Smith
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

Mesquite Representative:

Fire Chief
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

With a copy to:

City Attorney
City of Mesquite
11515 N. Galloway
Mesquite, Texas 75149

With a copy to:

City Manager
City of Rowlett, Texas
4000 Main Street
Rowlett, Texas 75088

VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer or agent of each of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. System Owners and Rowlett are each executing this Agreement pursuant to duly authorized action by each of their respective City Councils.

IX. 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 invalid, unenforceable or 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 validity, enforceability or legality of any of the remaining portions of the Agreement and the remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or illegal provision had never been included in the Agreement.

X. 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 Dallas County, Texas, and, if legal action becomes necessary, exclusive venue shall lie in state courts of competent subject matter jurisdiction in Dallas County, Texas.

XI. INTERPRETATION OF AGREEMENT

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any Party.

**XII. DEFAULT AND REMEDIES; WARRANTIES AND
LIMITATION ON LIABILITY**

Interlocal Agreement Between the Cities of Garland and Mesquite and Rowlett

12.01 Remedies for Default. In the event of a Default by any Party to this Agreement, the following remedies shall be available (as applicable):

(a) The Parties shall have the right to enforce the provisions of Section 5.01 of this Agreement by injunction and/or specific performance as more fully set forth in Section 5.02 of this Agreement.

(a) Upon the occurrence of a Default by either System Owner, Rowlett shall have the right to terminate this Agreement by written notice to the System Owners and shall further have the right to exercise any rights and remedies available to Rowlett at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

(c) Upon the occurrence of a Default by Rowlett, System Owners shall have the right to terminate this Agreement by written notice to Rowlett and shall further have the right to exercise any rights and remedies available to System Owners at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

(d) In the event of a Default by any Party, the Defaulting party must pay any remaining financial obligations related to the System or its components including, without limitation, Rowlett Infrastructure Components, incurred or accrued prior to the date of notice of termination by the non-Defaulting party.

(e) In the event of a Default by either Party, all Rowlett Infrastructure Components of the System, if previously conveyed from System Owners to Rowlett, shall continue to be owned 100% by Rowlett. In the event of Default by either Party, the defaulting Party shall, within ninety (90) days after written demand, reimburse the non-defaulting Party and all Infrastructure Participants for reasonable costs associated with the reconfiguring of the System that are necessary for the non-defaulting Party and all Participants to continue to access, use, maintain and repair the System including, but not limited to, microwave realignment and licensing fees.

(f) The Dispute Resolution provisions of Article IX of the Interlocal Radio System Usage Agreement shall apply to this Agreement for disputes not related to public safety. The Parties specifically agree that the provisions of Article IX of the Interlocal Radio System Usage Agreement shall not apply if any delay in the resolution of the issue in dispute could adversely affect the public safety of the citizens of any Party. Notwithstanding any provision of this Section 12.02(f) to the contrary, the Parties acknowledge and agree that Article IX of the Interlocal Radio System Usage Agreement shall not apply to disputes relating to Article V of this Agreement and the Parties further agree that any Party may institute a lawsuit or other proceeding to exercise the remedies available under Section 5.02 of this Agreement without first attempting to resolve the dispute by following the dispute resolution process set forth in Article IX of the Interlocal Radio System Usage Agreement.

(g) The provisions of this Section 12.02 shall expressly survive the termination of this Agreement.

12.03 Remedies Cumulative. The Parties' rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

12.04 Disclaimer of Warranties. System Owners make no representations or warranties, either express or implied, as to the System or its components, and Rowlett acknowledges that the use of the System is being provided to Rowlett on an "AS-IS" "WHERE IS" basis with any and all latent and patent defects. System Owners expressly disclaim any warranty or representation as to the System's coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any purpose, or fitness for the uses intended by Rowlett. Rowlett assumes the entire risk associated with the results and use of the System or its components by Rowlett, its employees, agents, representatives, officials and all persons and entities using or accessing the System on Rowlett's behalf. Neither of the System Owners shall be liable to Rowlett, its employees, agents, representatives, officials or to any other person or entity using or accessing the System on Rowlett's behalf for any indirect, incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement; the use, misuse or non-use of the System by Rowlett; or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if System Owners, individually or collectively, have been advised of the possibility of such damages. System Owners and their employees, agents, representatives and officials shall not be liable to Rowlett, its employees, agents, representatives, officials or any other person or entity using or accessing the System on Rowlett's behalf for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Rowlett and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Rowlett agrees to hold System Owners and their employees, agents, representatives and officials harmless from and against all liability of any nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Rowlett.

12.05 Limitation on Liability. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the Parties that Rowlett and System Owners shall not be held liable for the acts or omissions of each other or for the acts or omissions of each other's agents, representatives or employees in the performance of this Agreement.

12.06 Limitation of Liability for Surveillance System and Access Control System. In addition to the foregoing, System Owners expressly disclaim any liability to Rowlett arising from the installation or use of the Surveillance System or Access Control System. Rowlett specifically acknowledges that the Surveillance System and Access Control Systems are for the sole benefit of System Owners, and that the System Owners shall owe no duty to Rowlett arising from the use or

installation of the Surveillance System or Access Control System. Rowlett further acknowledges that System Owners owe no duty to Rowlett to use the Surveillance System for security monitoring of Rowlett's radio towers, and shall have no duty to notify Rowlett of any potential loss, damage, or theft occurring at the Rowlett radio towers. System Owners shall not be liable to Rowlett for any loss arising from theft, vandalism, misuse, loss, or damage occurring at the Rowlett radio towers. Additionally, neither System Owner shall be liable to Rowlett, its employees, agents, representatives, officials or to any other person or entity for any incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from the installation, use or misuse of the Surveillance System or Access Control System.

12.07 Survival. All provisions of this Article XII shall expressly survive the expiration or termination of this Agreement.

XIII. WAIVER

No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. It is further agreed that one or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

XIV. GOVERNMENTAL FUNCTION

The provision of police, fire and emergency medical services, the radio communications that are essential thereto and the work and services described herein in connection therewith, are essential to the public health and safety of the citizens of both Parties and are governmental functions and services pursuant to the Act that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of such Party under the terms of this Agreement shall be made only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

XV. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYER/EMPLOYEE RELATIONSHIP

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership, joint venture, joint enterprise, agency or employer/employee relationship between the Parties and/or between any Party.

XVI. HEADINGS

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

Interlocal Agreement Between the Cities of Garland and Mesquite and Rowlett

XVII. DUPLICATE ORIGINAL DOCUMENTS

This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. A digital or electronic signature shall be considered an original signature for all purposes.

XVIII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence in the performance of this Agreement.

XIX. SYSTEM OWNERS RADIO SYSTEM ILA WAIVER, RELEASE AND COVENANT NOT TO SUE

The Parties acknowledge that System Owners have entered into the Garland/Mesquite Radio System ILA (a copy of which has been provided to Rowlett) regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System and that pursuant to the Garland/Mesquite Radio System ILA, System Owners have certain rights to terminate the Garland/Mesquite Radio System ILA as more fully set forth therein. The Parties expressly agree that this Agreement does not alter, affect, modify or amend the Garland/Mesquite Radio System ILA in any manner including, without limitation, either of the System Owners' right to terminate the Garland/Mesquite Radio System ILA. The Parties further agree that in the event either System Owner exercises its right to terminate the Garland/Mesquite Radio System ILA (under the terms and subject to the conditions set forth therein), (i) the System (as defined in this Agreement) and the Interlocal Radio System Usage Agreement shall no longer include any components of the System owned solely by Mesquite; (ii) upon such termination, neither Garland or Rowlett shall have any rights to access or use the components of the System that are owned solely by Mesquite; and (iii) upon such termination, any access or use of the Shared Components of the System shall be limited to the rights of access and use, if any, that expressly survive the termination of the Garland/Mesquite Radio System ILA. **For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Garland and Rowlett hereby voluntarily WAIVE, RELEASE AND FOREVER DISCHARGE Mesquite and its employees, agents, representatives, officials, attorneys and insurers, both individually and in their official capacities (hereinafter collectively the "Released Parties"), of and from any and all claims, demands, damages, liabilities, actions and causes of action of every kind and nature whether known or unknown, foreseen or unforeseen (collectively "Claims"), which Garland or Rowlett, their employees, agents, representatives or officials have or may have against any one or more of the Released Parties arising from or relating to the termination by Mesquite of the Garland/Mesquite Radio System ILA provided Mesquite is not in default (as defined in the Garland/Mesquite Radio System ILA) of the Garland/Mesquite Radio System ILA [or no event has occurred which, but for notice, the lapse of time or both would constitute a "Default" by Mesquite under the terms of the Garland/Mesquite Radio System ILA] and such termination is in accordance with the terms and conditions set forth in the Garland/Mesquite Radio System ILA including, without limitation, any claims at law or in**

equity arising from or relating to any adverse effect on the use or operation of the System or any component of the System including but not limited to Rowlett Infrastructure Components caused by or as a result of the termination by Mesquite of the Garland/Mesquite Radio System ILA. Garland and Rowlett further covenant and agree not to institute any action, litigation or suit at law or in equity against Mesquite for any Claims arising out of or in any way relating to the termination of the Garland/Mesquite Radio System ILA provided Mesquite is not in “Default” (as defined in the Garland/Mesquite Radio System ILA) of the Garland/Mesquite Radio System ILA [or no event has occurred which, but for notice, the lapse of time or both would constitute a “Default” by Mesquite under the terms of the Garland/Mesquite Radio System ILA] and such termination is in accordance with the terms and provisions of the Garland/Mesquite Radio System ILA.

[Remainder of page intentionally left blank; Signature page to follow]

EXECUTED this _____ day of _____, 2019.

CITY OF GARLAND, TEXAS
a Texas home-rule municipality

BY: _____
Bryan L. Bradford, City Manager

APPROVED AS TO FORM:

Stephen M. Hines, Sr. Asst. City Attorney

EXECUTED this _____ day of _____, 2019.

CITY OF MESQUITE, TEXAS,
a Texas home-rule municipality

BY: _____
Cliff Keheley, City Manager

APPROVED AS TO FORM:

Ileana N. Fernandez, Sr. Asst. City Attorney

EXECUTED this _____ day of _____, 2019.

ROWLETT, TEXAS
a Texas home-rule municipality

BY: _____
Brian Funderburk, City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

Interlocal Radio System Usage Agreement
(to be executed by System Owners and Rowlett concurrently with this Agreement)

Exhibit “B”

(Executed copies of each Party’s itemized Infrastructure Costs)

Initial Rowlett System Costs

Initiation Item	Total Cost
Remote Simulcast Site 8 (Table 13.2.4G) - Schrade Road	\$1,430,131
Ring Schrade Road (Fire Station 2) to Rowlett RD and SFP Modules	\$134,462
Spur Schrade Road (Fire Station 2) to Rowlett Dispatch	\$140,793
Rowlett Dispatch Consoles	\$317,450
EOC Dispatch Consoles	\$151,000
Rowlett Dispatch Logging Recorder - Upgrade / Replacement	\$135,357
Rowlett Fire Station Alerting	\$142,858
Additional FSA Scope	\$135,128
Fire Station Sound System Cost Estimate (Table 13.2.14D) - Rowlett	\$24,651
Interoperability & Mutual Aid Equipment In Rowlett	\$20,666
Rowlett User Radios	\$763,947
Systems Integration, Freight, Performance Bond	\$231,312
ICS CAD Interface	\$65,325
System Incentives and Warranty Credit	(\$1,011,152)
Total	\$2,681,928

Rowlett to reimburse Garland for the following:

- 1 Remote Simulcast Site 8 (Table 13.2.4G) - Schrade Road
\$1,430,131
- 2 Ring Schrade Road (Fire Station 2) to Rowlett RD and SFP Modules
\$134,462

TOTAL \$1,564,593

Rowlett will issue a PO directly to Motorola for the remaining items:

1	Spur Schrade Road (Fire Station 2) to Rowlett Dispatch	\$140,793
2	Rowlett Dispatch Consoles	\$317,450
3	EOC Dispatch Consoles	\$151,000
4	Rowlett Dispatch Logging Recorder - Upgrade/ Replacement	\$135,357
5	Rowlett Fire Station Alerting	\$142,858
	Additional FSA Scope	\$135,128
6	Fire Station Sound System Cost Estimate {Table 13.2.14D) - Rowlett	\$24,651
7	Interoperability & Mutual Aid Equipment in Rowlett	\$20,666
8	Rowlett User Radios	\$763,947
9	ICS CAD Interface	\$65,325
10	Systems integration, Freight, Performance Bond	\$231,312

TOTAL	\$2,128,487
Less Incentives	(\$1,011,152)
Rowlett's Total to Motorola	\$1,117,335

EXHIBIT “C”

(Itemized List of Infrastructure Components to be conveyed to
Rowlett upon receipt of reimbursement payments)

Field Schrade RD TX ANT 01 ANTENNA 440 - 351 1 DSBCR75015EDIN025 SNGL BND OMNI W/REF VPOL 746-806MHZ
Field Schrade RD TX ANT 01 UPPERJUMPR 441 - 351 15 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD TX ANT 01 UPPERJUMPR 442 - 351 2 DDN1090 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
Field Schrade RD TX ANT 01 UPPERJUMPR 443 - 351 2 TDN9289 221213 CABLE WRAP WEATHERPROOFING
Field Schrade RD TX ANT 01 MAINLINE 444 - 351 300 L3599 AVA6-50 CABLE: 1-1/4" AVA6-50, COAX
Field Schrade RD TX ANT 01 MAINLINE 445 - 351 2 DS114EZDF 114EZ DIN FEMALE CONNECTOR
Field Schrade RD TX ANT 01 MAINLINE 446 - 351 6 DSSG11406B2A SG114-06B2A 1-1/4" SURE GROUND GROU
Field Schrade RD TX ANT 01 MAINLINE 447 - 351 2 DSL6SGRIP L6SGRIP 1-1/4" SUPPORT HOIST GRIP
Field Schrade RD TX ANT 01 SURGE 448 - 207 1 DSTSXDFMBF RF SPD, 698-2700MHZ DC BLOCK HIGH P
Field Schrade RD TX ANT 01 SURGE 449 - 207 1 DSGSAKITD GROUND STRAP KIT - DIN
Field Schrade RD TX ANT 01 LOWERJUMPR 450 - 351 25 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD TX ANT 01 LOWERJUMPR 451 - 351 2 DDN1090 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
Field Schrade RD TX ANT 02 ANTENNA 452 - 351 1 DSBCR75015EDIN025 SNGL BND OMNI W/REF VPOL 746-806MHZ
Field Schrade RD TX ANT 02 UPPERJUMPR 453 - 351 15 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD TX ANT 02 UPPERJUMPR 454 - 351 2 DDN1090 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
Field Schrade RD TX ANT 02 UPPERJUMPR 455 - 351 2 TDN9289 221213 CABLE WRAP WEATHERPROOFING
Field Schrade RD TX ANT 02 MAINLINE 456 - 351 300 L3599 AVA6-50 CABLE: 1-1/4" AVA6-50, COAX
Field Schrade RD TX ANT 02 MAINLINE 457 - 351 2 DS114EZDF 114EZ DIN FEMALE CONNECTOR
Field Schrade RD TX ANT 02 MAINLINE 458 - 351 6 DSSG11406B2A SG114-06B2A 1-1/4" SURE GROUND GROU
Field Schrade RD TX ANT 02 MAINLINE 459 - 351 2 DSL6SGRIP L6SGRIP 1-1/4" SUPPORT HOIST GRIP
Field Schrade RD TX ANT 02 SURGE 460 - 207 1 DSTSXDFMBF RF SPD, 698-2700MHZ DC BLOCK HIGH P
Field Schrade RD TX ANT 02 SURGE 461 - 207 1 DSGSAKITD GROUND STRAP KIT - DIN
Field Schrade RD TX ANT 02 LOWERJUMPR 462 - 351 25 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD TX ANT 02 LOWERJUMPR 463 - 351 2 DDN1090 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
Field Schrade RD RX ANT 01 ANTENNA 464 - 351 1 DSBLR12SAB1 PENETRATOR ANTENNA, 794-824 MHZ, 16
Field Schrade RD RX ANT 01 UPPERJUMPR 465 - 351 15 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD RX ANT 01 UPPERJUMPR 466 - 351 1 DDN1088 L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
Field Schrade RD RX ANT 01 UPPERJUMPR 467 - 351 1 DDN1090 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
Field Schrade RD RX ANT 01 UPPERJUMPR 468 - 351 5 TDN9289 221213 CABLE WRAP WEATHERPROOFING
Field Schrade RD RX ANT 01 TTAJUMPR 469 - 351 5 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD RX ANT 01 TTAJUMPR 470 - 351 2 DDN1088 L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
Field Schrade RD RX ANT 01 MAINLINE 471 - 351 320 L3617 7/8IN HELIAX VIRTUAL AIR FOAM FILLE
Field Schrade RD RX ANT 01 MAINLINE 472 - 351 2 DDN1079 78EZNFM N FEMALE MOT CONNECTOR (MO
Field Schrade RD RX ANT 01 MAINLINE 473 - 351 6 DSSG7806B2A SG78-06B2A GROUNDING KIT FOR 7/8 IN
Field Schrade RD RX ANT 01 MAINLINE 474 - 351 2 DSL5SGRIP L5SGRIP 7/8" SUPPORT HOIST GRIP

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Field Schrade RD RX ANT 01 SURGE 475 - 207 1 DS1090501WA RF SPD, 700-1000MHZ BROADBAND 12 VD
Field Schrade RD RX ANT 01 LOWERJUMPR 476 - 351 25 L1702 FSJ4-50B CABLE: 1/2" SUPERFLEX POLY
Field Schrade RD RX ANT 01 LOWERJUMPR 477 - 351 2 DDN9682 F4PNMV2-HC 1/2" TYPE N MALE PLATED
Field Schrade RD RX ANT 02 ANTENNA 478 - 351 1 DSBLR12SAB1 PENETRATOR ANTENNA, 794-824 MHZ, 16
Field Schrade RD RX ANT 02 UPPERJUMPR 479 - 351 15 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD RX ANT 02 UPPERJUMPR 480 - 351 1 DDN1088 L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
Field Schrade RD RX ANT 02 UPPERJUMPR 481 - 351 1 DDN1090 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
Field Schrade RD RX ANT 02 UPPERJUMPR 482 - 351 5 TDN9289 221213 CABLE WRAP WEATHERPROOFING
Field Schrade RD RX ANT 02 TTAJUMPR 483 - 351 5 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD RX ANT 02 TTAJUMPR 484 - 351 2 DDN1088 L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
Field Schrade RD RX ANT 02 MAINLINE 485 - 351 320 L3617 7/8IN HELIAX VIRTUAL AIR FOAM FILL
Field Schrade RD RX ANT 02 MAINLINE 486 - 351 2 DDN1079 78EZN-M N FEMALE MOT CONNECTOR (MO
Field Schrade RD RX ANT 02 MAINLINE 487 - 351 6 DSSG7806B2A SG78-06B2A GROUNDING KIT FOR 7/8 IN
Field Schrade RD RX ANT 02 MAINLINE 488 - 351 2 DSL5SGRIP L5SGRIP 7/8" SUPPORT HOIST GRIP
Field Schrade RD RX ANT 02 SURGE 489 - 207 1 DS1090501WA RF SPD, 700-1000MHZ BROADBAND 12 VD
Field Schrade RD RX ANT 02 LOWERJUMPR 490 - 351 25 L1702 FSJ4-50B CABLE: 1/2" SUPERFLEX POLY
Field Schrade RD RX ANT 02 LOWERJUMPR 491 - 351 2 DDN9682 F4PNMV2-HC 1/2" TYPE N MALE PLATED
Field Schrade RD RX TEST TESTLINE 492 - 351 320 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD RX TEST TESTLINE 493 - 351 1 DDN1088 L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
Field Schrade RD RX TEST TESTLINE 494 - 351 1 DDN1089 L4TNF-PSA TYPE N FEMALE PS FOR 1/2
Field Schrade RD RX TEST TESTLINE 495 - 351 6 DSSG1206B2A SG12-06B2A 1/2IN SURE GROUND GROUND
Field Schrade RD RX TEST TESTLINE 496 - 351 2 DSL4SGRIP L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
Field Schrade RD RX TEST SURGE 497 - 207 1 DS1090501WA RF SPD, 700-1000MHZ BROADBAND 12 VD
Field Schrade RD RX TEST TESTLINE 498 - 351 25 L1700 FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
Field Schrade RD RX TEST TESTLINE 499 - 351 2 DDN9769 F1TNM-HC 1/4" TYPE N MALE CONNECTO
Field Schrade RD RFDS CMU 500 - 351 1 DS432E83I01C110 CONTROL MONITORING UNIT, DUAL DIVER
Staging Schrade RD ESS_1 ESS 168 - 112 1 SQM01SUM7054 GTR 8000 EXPANDABLE SITE SUBSYSTEM
Staging Schrade RD ESS_1 ESS 168 a 112 1 CA00855AA ADD: 700/800 MHZ
Staging Schrade RD ESS_1 ESS 168 b 112 1 X306AC ADD: QTY (6) GTR 8000 BASE RADIOS
Staging Schrade RD ESS_1 ESS 168 c 112 1 CA02684AA ADD: AC ONLY POWER DISTRIBUTION
Staging Schrade RD ESS_1 ESS 168 d 595 6 CA01193AA ADD: IP BASED MULTISITE BASE RADIO
Staging Schrade RD ESS_1 ESS 168 e 595 6 CA01842AA ADD: P25 TDMA SOFTWARE
Staging Schrade RD ESS_1 ESS 168 f 595 6 CA01902AA ADD: P25 DYNAMIC CHANNEL SOFTWARE
Staging Schrade RD ESS_1 ESS 168 g 112 1 CA01943AA ADD:2ND BRANCH DIVERSITY
Staging Schrade RD ESS_1 ESS 168 h 112 1 CA00862AA ADD: SITE & CABINET RMC W/CAPABILIT
Staging Schrade RD ESS_1 ESS 168 i 112 1 CA00879AA ADD: PRIMARY 6 PORT CAVITY COMBINER
Staging Schrade RD ESS_1 ESS 168 j 112 1 CA00882AA ADD: 700 MHZ TX FILTER W/PMU
Staging Schrade RD ESS_1 ESS 168 k 112 2 CA01536AA GPB 8000 REFERENCE DISTRIBUTION MOD
Staging Schrade RD ESS_1 ESS 168 l 595 2 CA01537AA ADD: REFERENCE DISTRIBUTION SOFTWARE
Staging Schrade RD ESS_1 ESS 168 m 147 2 CA01706AA ADD: ADD: GGM 8000 GATEWAY

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Staging Schrade RD ESS_1 ESS 168 n 112 1 X882AH ADD: 7.5 FT OPEN RACK, 48RU
Staging Schrade RD ESS_2 ESS 169 - 112 1 SQM01SUM7054 GTR 8000 EXPANDABLE SITE SUBSYSTEM
Staging Schrade RD ESS_2 ESS 169 a 112 1 CA00855AA ADD: 700/800 MHZ
Staging Schrade RD ESS_2 ESS 169 b 112 1 X305AC ADD: QTY (5) GTR 8000 BASE RADIOS
Staging Schrade RD ESS_2 ESS 169 c 112 1 CA02684AA ADD: AC ONLY POWER DISTRIBUTION
Staging Schrade RD ESS_2 ESS 169 d 595 5 CA01193AA ADD: IP BASED MULTISITE BASE RADIO
Staging Schrade RD ESS_2 ESS 169 e 595 5 CA01842AA ADD: P25 TDMA SOFTWARE
Staging Schrade RD ESS_2 ESS 169 f 595 5 CA01902AA ADD: P25 DYNAMIC CHANNEL SOFTWARE
Staging Schrade RD ESS_2 ESS 169 g 112 1 CA01943AA ADD:2ND BRANCH DIVERSITY
Staging Schrade RD ESS_2 ESS 169 h 112 1 CA00877AA ADD: CABINET RMC FOR EXPANSION RACK
Staging Schrade RD ESS_2 ESS 169 i 112 1 CA00879AA ADD: PRIMARY 6 PORT CAVITY COMBINER
Staging Schrade RD ESS_2 ESS 169 j 112 1 CA00882AA ADD: 700 MHZ TX FILTER W/PMU
Staging Schrade RD ESS_2 ESS 169 k 112 2 CA00885AA ADD: HIGH AVAILABILITY XHUB
Staging Schrade RD ESS_2 ESS 169 l 112 1 X882AH ADD: 7.5 FT OPEN RACK, 48RU
Staging Schrade RD ESS_3 ESS 170 - 112 1 SQM01SUM7054 GTR 8000 EXPANDABLE SITE SUBSYSTEM
Staging Schrade RD ESS_3 ESS 170 a 112 1 CA00855AA ADD: 700/800 MHZ
Staging Schrade RD ESS_3 ESS 170 b 112 1 X305AC ADD: QTY (5) GTR 8000 BASE RADIOS
Staging Schrade RD ESS_3 ESS 170 c 112 1 CA02684AA ADD: AC ONLY POWER DISTRIBUTION
Staging Schrade RD ESS_3 ESS 170 d 595 5 CA01193AA ADD: IP BASED MULTISITE BASE RADIO
Staging Schrade RD ESS_3 ESS 170 e 595 5 CA01842AA ADD: P25 TDMA SOFTWARE
Staging Schrade RD ESS_3 ESS 170 f 595 5 CA01902AA ADD: P25 DYNAMIC CHANNEL SOFTWARE
Staging Schrade RD ESS_3 ESS 170 g 112 1 CA01943AA ADD:2ND BRANCH DIVERSITY
Staging Schrade RD ESS_3 ESS 170 h 112 1 CA00877AA ADD: CABINET RMC FOR EXPANSION RACK
Staging Schrade RD ESS_3 ESS 170 i 112 1 CA00880AA ADD: EXPANSION 6 PORT CAVITY COMBIN
Staging Schrade RD ESS_3 ESS 170 j 112 1 CA01058AA ADD: 700/800 PHASING HARNESS
Staging Schrade RD ESS_3 ESS 170 k 112 2 CA00885AA ADD: HIGH AVAILABILITY XHUB
Staging Schrade RD ESS_3 ESS 170 l 112 1 X882AH ADD: 7.5 FT OPEN RACK, 48RU
Staging Schrade RD SURGE ETH SURGE 171 - 207 2 DSTSJ100BT SPD, RJ-48 8 PIN, 10/100 BASE T TSJ
Staging Schrade RD SURGE GROUND BAR 172 - 207 1 DSTSJADP RACK MOUNT GROUND BAR, 19 IN FOR TS
Staging Schrade RD SURGE EDGE 173 - 207 1 DS110110711 PDU, AC EDGE RACK MOUNT DISTRIBUTIO
Staging Schrade RD SURGE BREAKER 174 - 207 12 DS37502851 BREAKER KIT AIRPAX 15AMP SNAPAC, FO
Staging Schrade RD RACK RACK 175 - 509 1 TRN7343 SEVEN AND A HALF FOOT RACK
Staging Schrade RD GPS RECEIVER 176 - 906 2 DS0900382702 GPS TIMING ANTENNA/RECEIVER W/ ADDT
Staging Schrade RD GPS MOUNT 177 - 906 2 DS58534AAUB MOUNTING KIT FOR 110033-03, GPS TIM
Staging Schrade RD GPS SPD 178 - 207 2 DSIX2L1M1DC48IG SPD, HPD GPS DATA LINE, 48VDC, HARD
Field Schrade RD GPS CABLE 179 - 351 2 DS30C87465CO1 125FT OUTDOOR UV PROTECTED CABLE 6
Staging Schrade RD APM APM 183 - 351 1 DSAPM7487K2AC ADVANCED POWER MONITOR, 740-870 MHZ
Staging Schrade RD APM COUPLER 184 - 351 1 DSSP74964440DFF1RU ANT LINE COUPLER 740-960MHZ 40DB 4-
Field Schrade RD APM 1/2LDF 185 - 351 10 L1705 LDF4-50A CABLE: 1/2" LDF HELIAX POL
Field Schrade RD APM CONNECTOR 186 - 351 2 DDN1090 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2

Interlocal Agreement Between the Cities of Garland and Mesquite and Rowlett

Staging Schrade RD APM 1/4SF 187 - 351 40 L1700 FSJ1-50A CABLE: 1/4" SUPERFLEX POLY
Staging Schrade RD APM CONNECTOR 188 - 351 8 DDN9769 F1TNM-HC 1/4" TYPE N MALE CONNECTO
Staging Schrade RD NFM MOSCAD 189 - 469 1 F4544 SITE MANAGER ADVANCED
Staging Schrade RD NFM MOSCAD 189 a 469 1 VA00872 ADD: SDM ASTRO RTU FW CURR ASTRO RE
Staging Schrade RD NFM MOSCAD 189 b 469 1 V266 ADD: 90VAC TO 260VAC PS TO SM
Staging Schrade RD NFM MOSCAD 189 c 469 3 V592 AAD TERM BLCK & CONN WI
Staging Schrade RD NFM RTU LIC 190 - 382 1 F2463 RTU_PER_DEVICE_SW_LICENSES
Staging Schrade RD NFM RTU LIC 190 a 382 1 V839 RTU_SW_LIC_PER_NFM-RTU_I-O
Staging Schrade RD NFM RTU LIC 190 b 382 16 VA00312 RTU_SW_LIC_PER_GTR8000_MS_BR
Staging Schrade RD NFM RTU LIC 190 c 382 2 VA00300 RTU_SW_LIC_PER_RFDS
Staging Schrade RD NFM GMC LIC 191 - 382 1 F4528 GMC_PER_DEVICE_SW_LICENSES
Staging Schrade RD NFM GMC LIC 191 a 382 1 V809 GMC_SW_LIC_PER_NFM-RTU_I-O
Staging Schrade RD NFM GMC LIC 191 b 382 16 V843 GMC_SW_LIC_PER_GTR8000_MS_BR
Staging Schrade RD NFM GMC LIC 191 c 382 2 VA00300 GMC_SW_LIC_PER_RFDS.