

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R10-016**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON, THE CITY OF CARROLLTON, TEXAS, AND THE CITY OF FARMERS BRANCH, TEXAS REGARDING THE PROVISION OF CERTAIN SERVICES BY RCC CONSULTANTS, INC. IN CONNECTION WITH THE METROCREST PUBLIC SAFETY SYSTEMS PROJECT AND THE PAYMENT FOR SUCH SERVICES BY THE SAID CITIES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison, Texas (the "Town") heretofore entered into an agreement with the City of Carrollton, Texas ("Carrollton") and the City of Farmers Branch, Texas ("Farmers Branch") regarding the operation and funding by the Town, Carrollton and Farmers Branch of a Motorola four-site nine-channel 800Mhz Trunked Simulcast Public Safety Radio System (the "Radio System"); and

**WHEREAS**, two impending changes will impact the Radio System, one of which is the phasing out of technical and replacement parts support by Motorola (the Radio System equipment provider), and the other which is a federal government initiative known as the P25 interoperability initiative; and

**WHEREAS**, as a result of these impending changes, the Town, Carrollton and Farmers Branch (collectively, the "Cities") must decide to either retain or replace the existing Radio System, and to facilitate that decision it is beneficial to retain the services of RCC Consultants, Inc., ("RCC") a public safety communications consultant, to study, evaluate, and make a recommendation regarding the same; and

**WHEREAS**, regarding the retention of the services of RCC, the Cities have proposed, as set forth in the attached agreement between the Cities entitled "Radio System Interlocal Agreement," that the Town will seek to enter into an agreement with RCC for the services of RCC, with the cost thereof to be shared equally by the Cities as set forth in the said Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

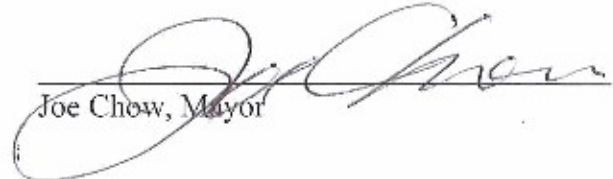
Section 1. The above and foregoing premises are true and correct and are incorporated into and made a part of this Resolution for all purposes.

Section 2. The City Council of the Town of Addison, Texas does hereby approve an agreement between the Town of Addison, Texas, the City of Carrollton, Texas, and the City of Farmers Branch, Texas, which agreement is entitled "Radio System Interlocal Agreement" (the


“Agreement”), regarding the provision of consulting services for the Radio System and the payment therefor as described hereinabove. A true and correct copy of the Agreement is attached hereto as Exhibit A. The City Manager is authorized to execute the Agreement on behalf of the Town.

Section 3. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 13th day of July, 2010.

  
Joe Chow, Mayor

ATTEST:

By:   
Lea Dunn, City Secretary

APPROVED TO FORM:

By:   
John Hill, City Attorney

**EXHIBIT A  
TO RESOLUTION NO. R10-016**

*[Attach copy of Radio System Interlocal Agreement]*

## RADIO SYSTEM INTERLOCAL AGREEMENT

This Radio System Interlocal Agreement ("Agreement") is made by and between the City of Carrollton, Texas ("Carrollton"), the City of Farmers Branch, Texas ("Farmers Branch"), and the Town of Addison, Texas ("Addison") (Carrollton, Farmers Branch, and Addison are hereinafter sometimes referred to together as the "Cities" and individually as a "City").

### Recitals:

1. The Cities, each of which is a home rule municipality, in 2001 entered into that agreement entitled "Metrocrest Radio System Interlocal Cooperation Agreement" (the "2001 Agreement"). Pursuant to the 2001 Agreement, as amended, the Cities participate in the use of a four-site nine-channel 800Mhz Trunked Simulcast Radio System (the "System") which provides radio coverage for each of the Cities in the exercise of their respective governmental functions, including the provision of police, fire and emergency medical services. The System was designed and developed with the assistance of RCC Consultants, Inc., a Texas corporation ("RCC").

2. The Cities desire to review, evaluate and consider an upgrade of the System to what is generally known as "Project 25" operation, including an upgrade of the console system electronics. The Cities further desire to review other items regarding their public safety radio communications and operations, including a potential upgrade of their individual mobile data systems and an evaluation of their communications dispatch center operations.

3. In order to accomplish this review and evaluation, the Cities desire that RCC conduct an initial study and make recommendations regarding the System and upgrades and modifications thereto and other matters pertaining to the Cities' public safety radio communications and operations (the "Radio Study"). In accordance therewith, the Cities agree that Addison will seek to enter into an agreement with RCC to conduct the Radio Study, with the cost thereof to be shared equally by the Cities. A copy of a proposal from RCC regarding the Radio Study, obtained by Addison, is attached hereto as Exhibit A and incorporated herein ("RCC Proposal," the Radio Study being that portion of the RCC Proposal identified therein as Phase I (Needs Assessment, Alternatives Analysis & Master Plan)), and a proposed agreement entitled "Consultant Services Agreement" between Addison and RCC to conduct the Radio Study as described in the RCC Proposal is attached hereto as Exhibit B and incorporated herein (the "RCC Agreement").

4. The RCC Agreement provides for RCC to conduct the Radio Study. Addison has approved the RCC Agreement, subject to and contingent upon, however, the approval and execution of this Agreement by the Cities.

5. The provision of police, fire and emergency medical services, the radio communications that are essential thereto, and a study necessary to effectuate and implement such emergency communications, are all governmental functions and services pursuant to Chapter 791, Tex. Gov. Code. Accordingly, this Agreement is authorized under Chapter 791, Tex. Gov. Code.

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the City of Carrollton, Texas, the City of Farmers Branch, Texas, and the Town of Addison, Texas do hereby agree as follows:

Section 1. The above and foregoing Recitals are true and correct and are incorporated into this Agreement and made a part hereof for all purposes.

Section 2. The Cities agree that they shall each pay one third of the total cost of the RCC Agreement as set forth therein. Such total cost is shown in the RCC Agreement to be \$170,869.22, and therefore each City shall pay \$56,956.41. Addison will make the initial monthly or other payments to RCC in accordance with the RCC Agreement, and each of Carrollton and Farmers Branch shall reimburse Addison their proportionate (one-third) share of each payment made by Addison. Such reimbursement shall be made by Carrollton and Farmers Branch not later than fifteen (15) days following their receipt of an invoice from Addison identifying the amount(s) paid by Addison and a copy of the RCC invoice and any supporting documentation received in support thereof from RCC.

The payments made by Carrollton and Farmers Branch to Addison pursuant to this Agreement shall be made from current revenues available to each of Carrollton and Farmers Branch.

Section 3. For purposes of this Agreement, notices and other communications shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given upon receipt. Addresses for notices and other communications are as follows:

<u>To Carrollton:</u>	<u>To Farmers Branch:</u>	<u>To Addison:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Attn: _____	Attn: _____	Attn: _____

From time to time each City may designate another address within its boundaries for purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

Section 4. A City shall not, and shall have no authority to, assign or otherwise transfer this Agreement or an portion hereof without the prior written consent of the other Cities. No assignment or other transfer by any City will be effective without the written consent of the other Cities.

Section 5. This Agreement represents the entire and integrated agreement between Carrollton, Farmers Branch, and Addison, and supersedes all prior negotiations, representations and/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 authorized representatives of each of the Cities.

Section 6. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction 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.

Section 7. This Agreement and the rights and duties of the Cities shall be governed by the laws of the State of Texas, without regard to the choice of laws provisions of any jurisdiction. This Agreement shall be enforceable in Dallas County, Texas, and, if legal action is necessary, exclusive venue shall lie in Dallas County, Texas.

Section 8. This is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any City.

Section 9. It is not a waiver of or consent to a breach, failure to perform, or default of this Agreement if the non-defaulting party fails to declare promptly a default or delays in taking any action. Pursuit of any rights or remedies set forth in this Agreement does not preclude pursuit of any other rights or remedies in this Agreement or available or provided by law, in equity, or otherwise.

Section 10. This Agreement and all of its provisions are solely for the benefit of the Cities and, except as set forth herein, are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 11. This Agreement shall be effective upon the date that the last of the Cities executes this Agreement as reflected by the date of execution of this Agreement by the authorized representatives of the Cities set forth below.

Section 12. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

Section 13. The undersigned persons are the properly authorized representatives of each of the respective Cities and have the necessary authority to execute this Agreement on behalf of the Cities.

**EXECUTED** by each of the Cities as of the dates set forth below.

**CITY OF CARROLLTON, TEXAS**

**CITY OF FARMERS BRANCH, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TOWN OF ADISON, TEXAS**

By: Ron Whitehead  
Ron Whitehead, City Manager

Date: July 16, 2010