

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS, AND TOWN OF LITTLE ELM, TEXAS
FOR RADIO SUBSCRIBERS AND FIRE ALERTING SUPPORT SERVICES

THIS AGREEMENT is made and entered into by and between the City of Denton, a Texas home-rule municipal corporation (“Denton”) and the Town of Little Elm, a Texas home-rule municipal corporation (“Little Elm”), acting herein through their duly authorized agents, officers, and employees. Denton and Little Elm are sometimes referred to herein individually as a “Party” and collectively as the “Parties.

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq. (the “Act”) which authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Parties have agreed that this Agreement would serve a public benefit and be beneficial to carry out the performance of governmental functions for the promotion and protection of the health and welfare of citizens of each party hereto, and full cooperation between Denton and Little Elm is necessary to achieve the best service with the least possible expenditure of public funds; and

WHEREAS, Denton and Little Elm are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens, and

WHEREAS, Denton provides Radio subscriber services and fire alerting support to the City of Denton Police and Fire Departments and has the capacity to service other municipalities; and

WHEREAS, Little Elm has investigated and determined that it would be advantageous, efficient, and beneficial to Little Elm and its inhabitants to have Denton provide radio subscriber support services and fire alerting support services to Little Elm; and

WHEREAS, Little Elm desires to engage Denton, and Denton desires to be engaged by Little Elm, to provide radio subscriber services and fire alerting support services as set forth in this Agreement; and

WHEREAS, the governing bodies of Denton and Little Elm desire to foster good will and cooperation between the two entities; and

WHEREAS, Denton and Little Elm find that the compensation to be paid herein is in an amount that fairly compensates the performing Party for the services or functions provided herein; and

WHEREAS, Denton and Little Elm deem it to be in the best interest of both entities to enter into this Agreement;

NOW THEREFORE, the Parties, for mutual consideration stated herein, agree and understand, as follows:

1.0 INCORPORATION OF RECITALS

All matters and recitations stated in the preamble to this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

2.0 PURPOSE:

The purpose of this Agreement is to establish the terms under which the Denton will provide radio subscriber support services and fire alerting support services, as further defined in Section 3.0 below, to Little Elm, and to set forth the compensation that Little Elm will pay to Denton for said services.

This Agreement is intended to define the cooperative framework, expectations, and service standards between both Parties to ensure the reliable and continuous operation of Little Elm's public safety communications and alerting systems.

This Agreement provides for the following objectives of the Parties:

To promote an efficient and acceptable response time addressing outages, service interruptions, or equipment failures impacting mission-critical communication systems.

To provide quality, responsive customer service in support of both end-user Motorola radio operations and fire department alerting equipment.

To enhance interoperability and communication reliability between public safety agencies served by both Parties.

To establish clear lines of responsibility and accountability regarding equipment maintenance, troubleshooting, repair coordination, and reporting.

To ensure the continued operational readiness and dependability of Little Elm's public safety radio and alerting systems through preventative and corrective maintenance.

To foster collaboration between Denton and Little Elm in maintaining high standards of technical performance, operational efficiency, and system integrity.

To support public safety personnel by minimizing downtime and ensuring rapid restoration of critical communication and alerting systems during emergencies.

3.0 SCOPE OF SERVICES:

3.1 General Scope of Services

Denton shall provide technical support, troubleshooting, maintenance coordination, and related communication system support to ensure the continued reliability, safety, and operational effectiveness of Little Elm's Motorola radio and fire department alerting systems. All services provided by Denton shall be performed in a timely, professional, and workmanlike manner

consistent with accepted industry standards. Exhibit A provides the terms of use related to this Section 3.

3.2 Motorola Radio Support

- Denton shall provide Motorola portable and mobile radio functionality troubleshooting, programming, and minor repairs, using spare parts owned by Little Elm.
- Denton shall perform diagnostics to identify system or hardware issues and implement corrective measures within its authorized capabilities.
- Denton shall facilitate further radio repair with Motorola or a Motorola-authorized dealer when issues exceed local repair capability. Denton shall coordinate shipment, testing, warranty claims, and repair tracking on behalf of Little Elm.
- Denton shall maintain a record of all radio service activity, including unit ID, issue description, resolution method, and date of completion.
- Denton shall provide in-vehicle and in-field Motorola radio support and testing to ensure continued operational readiness of equipment installed in emergency vehicles.
- Denton shall make minor on-site repairs utilizing any materials or spare parts owned by Little Elm, provided such materials are available and suitable for the repair.

3.3 Fire Department Alerting System Support

- Denton shall provide in-field support for Little Elm's Fire Department alerting system, including functionality troubleshooting, component programming, and hardware replacement.
- Denton shall assist in identifying failures or degradation of system performance and coordinate with the manufacturer or vendor for repair, testing, and warranty replacement as needed.
- Denton shall verify proper operation of alerting components after any service or configuration change and document results for Little Elm's records.
- Denton shall provide guidance to Little Elm regarding preventative maintenance practices to minimize service disruptions.

3.4 Preventative Maintenance and Monitoring

- Denton shall assist in developing and maintaining a preventative maintenance schedule for both radio and alerting systems.
- Upon request, Denton shall review system logs, performance metrics, or incident reports to identify recurring issues or potential system weaknesses.
- Denton shall provide technical consultation and recommendations for system upgrades, firmware updates, or component replacements that enhance reliability and compatibility with regional systems.

3.5 Response Times and Service Availability

- Denton shall make reasonable efforts to respond to reported service issues within mutually agreed-upon response times based on the severity of the outage or failure.
- Priority shall be given to issues that directly affect emergency response or operational safety.
- Denton shall communicate with Little Elm designated personnel regarding the status of all service requests, expected completion times, and any anticipated delays.

3.6 Exclusions

- Denton shall not be responsible for the purchase or procurement of new radio or alerting system equipment, software licenses, or infrastructure components. Little Elm shall obtain such equipment independently from its chosen vendors.
- Denton shall not be liable for manufacturer defects, system failures caused by third-party vendors, or damage resulting from misuse or unauthorized modifications.

3.7 Documentation and Reporting

- Denton shall maintain records of all service calls, repairs, and maintenance actions performed under this Agreement.
- A summary of services rendered, including time spent and materials used, shall be made available to Little Elm upon request or on a quarterly basis.
- Denton shall provide recommendations for long-term system improvements, hardware lifecycle planning, and training opportunities to support Little Elm's operational needs.

3.8 Service Level and Communication Protocol

- **Point of Contact:** Both Parties shall each designate a primary and secondary point of contact (POC) for service coordination, communication, and authorization of repair activities. Each POC shall be responsible for initiating, tracking, and closing service requests.
- **Reporting Procedures:** Little Elm shall report issues, outages, or support requests to Denton via the designated communication channel (e.g., email, phone, or service ticket system). Requests shall include a description of the issue, affected equipment, and urgency level.
- **Response and Escalation:** Denton shall acknowledge receipt of service requests within one (1) business day for non-critical issues and within two (2) hours for critical or system-wide failures affecting public safety operations, as determined by Denton. Issues unresolved within established response timeframes shall be escalated to supervisory personnel from both Parties.
- **Availability:** Denton shall provide routine support services during normal business hours, Monday through Friday, excluding City-observed holidays. Emergency support outside of normal hours shall be coordinated through the designated emergency contact procedure.
- **Status Updates:** Denton shall provide regular updates on service progress for open issues and shall notify Little Elm immediately upon completion of any critical system repair or when additional vendor involvement is required.
- **Annual Review:** Representatives from both Parties shall meet at least once per year to review service performance, response times, system reliability, and potential improvements to procedures or equipment.

3.9 Performance Metrics

- **System Uptime:** Denton shall endeavor to maintain operational uptime of 99% or greater for all supported communication and alerting systems under normal operating conditions, excluding planned maintenance and vendor-related outages.
- **Response Time Targets:**
 - Critical system failures (impacting dispatch or emergency response): response within 2 hours.
 - High-priority issues (degraded but functional systems): response within 1 business day.
 - Routine support or programming requests: response within 3 business days.

- **Resolution Targets:** Denton shall use best efforts to resolve reported issues within 72 hours of acknowledgment when parts and vendor support are readily available. Complex issues requiring manufacturer assistance may extend beyond this timeframe but shall include regular status updates.
- **Reporting:** Denton shall provide Little Elm with a quarterly performance report summarizing service requests received, response and resolution times, system reliability data, and any significant outages or repairs.
- **Continuous Improvement:** Both Parties shall collaborate to review service performance data annually to identify opportunities for improvement, equipment standardization, and enhanced service delivery methods.

3.10 Optional Services

At the request of Little Elm and subject to mutual agreement in writing through an amendment to this Agreement, Denton may provide additional services beyond the scope of this Agreement. Such services shall be scheduled and performed as resources allow and may include, but are not limited to:

- Specialized programming or configuration of radio or alerting systems.
- Technical training for Little Elm personnel in radio system operation, maintenance, or troubleshooting.
- Assistance with equipment installation or system upgrades, including vehicle radio or console installations.
- System performance assessments, optimization projects, or infrastructure expansion planning.
- Consulting services related to communications planning, technology selection, or grant application support.
- Coordination of large-scale firmware or software updates for radio and alerting systems.

Any optional service provided by Denton shall be documented in writing and authorized by both Parties prior to commencement. Compensation, timelines, and specific deliverables for such services shall be separately negotiated and attached to this Agreement as an amendment hereto.

4.0 TERM, RENEWAL, AND TERMINATION

4.1 Term of Agreement

This Agreement shall become effective upon execution by the City Manager of the City of Denton and the authorized representative of the Town of Little Elm (the “Effective Date”). Unless otherwise terminated as provided herein, this Agreement shall remain in full force and effect for an initial term of **one (1) year** from the Effective Date.

4.2 Renewal

Upon mutual written agreement of the Parties, this Agreement may be renewed for additional one (1) year terms under the same terms and conditions, or as otherwise modified and agreed to in writing by both Parties prior to the expiration of the then-current term. The renewal shall be documented by written amendment or extension executed by authorized representatives of both Parties.

4.3 Termination for Convenience

Either Party may terminate this Agreement for convenience and without cause by providing **ninety (90) calendar days' written notice** to the other Party. Such termination shall not relieve either Party of any payment or performance obligations incurred prior to the effective date of termination.

4.4 Termination for Cause; Suspension of Service

Either Party may terminate this Agreement for cause in the event of a material breach by the other Party. The non-breaching Party shall provide written notice specifying the nature of the breach and shall allow a **thirty (30) calendar day** period for the breaching Party to cure the default. If the breach is not cured within such period, the non-breaching Party may terminate this Agreement immediately upon written notice. Denton may suspend access or terminate immediately if Little Elm fails to remit full payment within thirty (30) days of the due date or engages in misuse of the Radio System. Denton may also suspend access immediately in the event of a security breach, operational emergency, or system integrity issue. Service will be restored as soon as conditions permit.

4.5 Funding Out Clause

This Agreement is subject to the appropriation of funds by each Party. In the event sufficient funds are not appropriated by either governing body to continue payment under this Agreement, the Party unable to perform due to lack of funding may terminate this Agreement upon written notice to the other Party. Such termination shall be effective on the last day of the fiscal period for which appropriations were received.

4.6 Effect of Termination

Upon termination or expiration of this Agreement:

- Each Party shall promptly return any property, materials, or equipment belonging to the other Party.
- All pending invoices for services rendered up to the date of termination shall be submitted by Denton and paid by Little Elm in accordance with the payment terms set forth in **Exhibit B**.
- Denton shall provide reasonable assistance to ensure a smooth transition of services, if requested by Little Elm.

5.0 COMPENSATION AND PAYMENT

5.1 Compensation Structure

Little Elm shall compensate Denton for services rendered under this Agreement as described in **Exhibit B – Compensation Schedule**. Compensation shall be based on the number of active radio subscribers registered on the regional radio system and on any additional services performed as mutually agreed upon in writing.

5.2 Radio Subscriber Fees

Little Elm shall reimburse Denton for each active radio unit registered on the Radio System in accordance with the rates specified in **Exhibit B**. These rates are intended to recover Denton's proportional costs associated with system maintenance, technical support, and user access management.

5.3 Additional and Optional Services

- Any **Optional Services** requested by Little Elm under Section 2.10 shall be billed separately at the labor and materials rates established in **Exhibit B**, or at mutually agreed rates documented in writing prior to commencement of work.
- Denton shall obtain written authorization from Little Elm prior to performing any service that is outside the standard scope of this Agreement or that will result in additional costs.

5.4 Invoicing and Payment Schedule

- Denton shall issue invoices to Little Elm on a **quarterly basis**, or as otherwise mutually agreed in writing. Each invoice shall identify the billing period, the number of radios supported, and a summary of services performed.
- Payment shall be due **within thirty (30) calendar days** of Little Elm's receipt of an accurate and complete invoice.
- Payments shall be made via check, ACH, or other mutually acceptable form of payment to the address or account designated by Denton.
- Payments must be made from current revenues as required by Chapter 791 of the Government Code.

5.5 Late Payment and Dispute Resolution

- If any undisputed payment is not received within forty-five (45) days of the invoice date, Denton may, upon written notice, suspend non-critical services until payment is received.
- In the event of a billing dispute, Little Elm shall notify Denton in writing within fifteen (15) calendar days of receiving the invoice, specifying the nature of the dispute. Both Parties shall work in good faith to resolve the matter promptly. Little Elm shall remit payment for all undisputed amounts while the dispute is pending.

5.6 Cost Adjustments

- Denton reserves the right to review and adjust the service rates outlined in **Exhibit B** annually to reflect changes in operational costs, vendor pricing, or system maintenance expenses.
- Any proposed rate adjustment shall be provided to Little Elm in writing at least sixty (60) days prior to the effective date of the change and shall become effective only upon mutual written agreement of both Parties.

5.7 No Equipment Purchases by Denton

Little Elm acknowledges that it is not purchasing or leasing any radio or alerting system equipment through Denton under this Agreement. Little Elm shall procure its own equipment, components, and accessories directly from vendors of its choosing.

5.8 Records and Audit

Both Parties shall maintain complete and accurate records related to all transactions under this Agreement. Such records shall be retained for at least three (3) years following the expiration or termination of this Agreement and shall be made available for inspection or audit by either Party upon reasonable written notice.

6.1 LIABILITY AND IMMUNITY

This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither Denton nor Little Elm waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against the claims arising by third parties. The Parties to this Agreement agree that the exchanges and permitted uses described in this Agreement constitute payments in amounts that fairly compensate the other Party for the services and functions performed under this Agreement.

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any obligation or liability, or responsibility on behalf of or in the name of another Party hereto. Little Elm agrees and understands that Little Elm, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Denton. Denton agrees and understands that the Denton, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of Little Elm.

Little Elm shall be responsible for the acts, negligence, and/or omissions of all Little Elm, its employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with Little Elm.

Denton shall be responsible for the acts, negligence, and/or omissions of all its employees, agents, subcontractors, and/or contract laborers and for all other persons doing work under a contract or agreement with Denton; provided, however, Denton is providing these services without warranty and Little Elm accepts all risk related to the services provided hereunder and agrees that Denton shall not be liable for damages related to the services except for reperforming work at no cost if it was not done in accordance with this agreement.

7.1 NOTICE

Notice shall be effective upon actual receipt (or upon posting of certified mail), if directed to the attention of the following individuals:

City Manager
City of Denton
215 E McKinney
Denton, Texas
76209

Town Manager
Town of Little Elm
100 W Eldorado Pkwy
Little Elm, Texas
75608

With Copies to:

Director
City of Denton
Technology Services
601 E. Hickory St
Denton, Texas 76205

8.1 MISCELLANEOUS PROVISIONS

Assignment. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

Authorization. Each Party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent that they have been properly authorized to sign on behalf of their governmental entity.

Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Entire Agreement. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

Governing Law. This Agreement is entered into subject to the City Charter and Ordinances of the City of Denton as they may be amended from time to time and is subject to and is to be construed, governed, and enforce under all applicable State of Texas and Federal law. Little Elm enters into this Agreement subject to its policy and applicable laws of the State of Texas and the United States. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes including performance and execution.

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 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.

Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless doing so would undermine the purposes of the Agreement.

Survival of Obligations. Any provisions of this Agreement that by their nature are intended to survive termination or expiration, including but not limited to provisions relating to liability, indemnification, confidentiality, and payment of outstanding amounts due, shall survive such termination or expiration.

Third Party. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

Venue. This agreement will be governed and construed according to the laws of the State of Texas. This Agreement shall be performed in Denton County, Texas.

Waiver. The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

EXECUTED in Duplicate originals and dated below.

CITY OF DENTON, TEXAS
Sara Hensley, City Manager

BY: _____

DATE: _____

TOWN OF LITTLE ELM, TEXAS
Matt Mueller, Town Manager

BY:  _____

DATE: 3/17/26 _____

ATEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

DATE: _____

APPROVED AS TO LEGAL FORM:
CITY ATTORNEY

BY: _____

DATE: _____

EXHIBIT A

CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

DEFINITIONS

For the purposes of this Agreement and the Terms of Use set forth herein, the following definitions shall apply:

- **“Console System”** means all hardware and software associated with any dispatch console or group of consoles operated by Little Elm that are connected to the Denton County Master Switch.
- **“Infrastructure Support Fee”** means the annual fee charged by the City of Denton to offset costs incurred in the operation and maintenance of the Radio System.
- **“Master Switch”** means the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect to operate on the Radio System. The Master Switch is currently located at the Denton County Jail facility.
- **“Over-The-Air Rekeying (OTAR)”** means the management and distribution of Subscriber Radio encryption keys via over-the-air data transmissions.
- **“OTAR Administration Fee”** means the annual fee charged by Denton County to offset costs associated with managing and supporting Subscriber Radio encryption keys through the Radio System’s OTAR functions.
- **“Over-The-Air Programming (OTAP)”** means the method of implementing programming changes to Subscriber Radios using the over-the-air data capabilities of the Radio System.
- **“Private Call”** means a feature that reserves channel resources for direct, one-to-one communication between two Subscriber Radios.
- **“Site Repeater System”** means the base stations, tower, shelter, and all site-specific hardware and software that provide radio coverage at a site connected to the Denton County Master Switch.
- **“Subscriber Unit”** means any radio device with a unique identification number that is programmed to operate on the Radio System, including but not limited to portable, mobile, and control station (desktop) radios.
- **“Talk Group”** means a specific group of Subscriber Radios authorized to communicate privately within that group over shared system resources.

TERMS OF USE

1. System Maintenance

The City of Denton is responsible for installation and maintenance of the Radio System

infrastructure equipment unless otherwise stated in this Agreement.

2. FCC Licensing

The City of Denton is the holder of the Federal Communications Commission (FCC) license(s) used for operation of the Radio System. This Agreement does not grant Little Elm any rights, title, or interest in those FCC license(s) or in the radio frequency spectrum.

3. Coverage and Performance

The City of Denton makes no warranty, express or implied, regarding signal strength or radio coverage in any specific area. Little Elm is responsible for conducting coverage testing, including in-building and geographical testing, to determine expected radio performance.

4. Equipment Ownership and Repair

Little Elm shall acquire, maintain, and fund all Subscriber Radios, consoles, and related equipment it utilizes. Denton shall perform programming and minor repairs within its capabilities. Little Elm shall:

- Maintain an inventory of spare Subscriber Units.
- Establish and maintain a Motorola repair account.
- Authorize Denton to facilitate repairs, warranty claims, and vendor communication on its behalf.

5. System Compatibility

All Subscriber Radios and consoles must comply with **Project 25 (P25)** standards as defined by the Telecommunications Industry Association. Unauthorized or incompatible devices may be disabled or removed from the Radio System.

6. Approved Antennas

Little Elm shall use only manufacturer-approved antennas for its radio models. Use of “stubby” or non-standard antennas is discouraged and may result in reduced coverage for which Little Elm bears sole responsibility.

7. Antenna Gain Limitation

Antenna gain greater than 3dB is prohibited for all mobile and console radios.

8. System Interference

Denton shall use reasonable diligence to ensure no Little Elm device interferes with Radio System operations. Denton may deactivate, without prior notice, any device suspected of causing interference or system degradation. Any required testing or repairs shall be performed at Little Elm’s expense.

9. Authorized Use

Little Elm radios may be used for voice communications on the Radio System in accordance with this Agreement for as long as the Agreement remains in effect.

10. Infrastructure Management

Denton retains sole discretion over system capacity and user additions. Denton may deny

new Subscriber Unit activations if additional loading would negatively impact system performance.

11. Telephone Interconnect Prohibition

Little Elm is prohibited from connecting to the Public Switched Telephone Network (PSTN) or internal phone systems through any console patch or radio interface.

12. Private Call Restrictions

Due to infrastructure limitations, Little Elm is prohibited from using the Private Call feature on the Radio System.

13. Data Communications

Little Elm's data use shall be limited to OTAP functions. OTAP performance is not guaranteed. For programming changes affecting more than ten (10) Subscriber Radios, Little Elm must coordinate scheduling with Denton to minimize system impact.

14. Encryption and OTAR

Use of OTAR for encryption key management is prohibited without prior written approval from Denton. Encryption key administration for OTAR functions shall be performed solely by Denton. Little Elm may use other encryption methods as approved by Denton.

15. Talk Groups

Denton shall assign unique Talk Group IDs for Little Elm.

- Talk Group names shall include a Little Elm-specific prefix.
- Other agencies may not use Little Elm Talk Groups without written consent from Little Elm, filed with Denton.
- Denton may limit the number of Talk Groups or disable them as necessary to maintain system integrity.

16. Interoperable Communications Plan

Little Elm agrees to participate in the Denton County Interoperable Communications Plan and to include designated interoperable Talk Groups in its radio and console programming.

17. Roaming and Interconnection

Roaming on external systems or use of Little Elm Talk Groups on interconnected trunked systems is prohibited without Denton's prior written approval. Roaming is limited to approved interoperable Talk Groups and may be disabled at Denton's discretion to prevent performance degradation.

18. Alias Management

Once Little Elm assumes alias management capability, it will be solely responsible for maintaining its Subscriber Unit aliases. Denton will no longer administer aliases for Little Elm once this transition occurs.

19. Fire Station Alerting Support

Denton shall support the Little Elm Fire Department's station alerting system through troubleshooting, configuration, and component replacement. Little Elm shall grant Denton

administrative access rights to facilitate testing and configuration.

20. Alerting Equipment Maintenance

Little Elm shall acquire, maintain, and repair all Fire Department alerting equipment. Denton will provide programming and minor fixes within its capabilities.

- Little Elm shall maintain spare components including at least one (1) room remote, one (1) reader board, one (1) LED speaker, and one (1) outdoor speaker.
- Little Elm shall maintain a Motorola repair account for warranty or vendor repairs.
- Denton shall facilitate repairs, returns, and warranty replacements with manufacturers on Little Elm's behalf.

21. Support Availability

Denton shall provide 24/7 emergency support for subscriber unit and Fire Department alerting system failures. Response times and incident classifications shall follow **Exhibit C – Denton Technology Services Service Management SOP**.

22. Wave PTX Licensing

Little Elm shall be responsible for acquisition and subscription costs for Wave PTX (Motorola's radio application). Denton shall maintain and program Wave PTX licenses at Little Elm's request.

COMPLIANCE WITH LAWS

26. Legal Compliance

Little Elm shall comply with all applicable Federal, State, and Local laws, ordinances, and FCC regulations governing radio communications. Little Elm shall ensure that all personnel, agents, and contractors comply with these requirements. Little Elm shall be solely responsible for any fines or penalties imposed on Denton resulting from improper or unlawful use of Little Elm's Subscriber Radios. Denton has no obligation to confirm that Little Elm is in compliance with any applicable law and Little Elm should independently confirm that the services and work by Denton comply with applicable law.

27. Regulatory Actions

To comply with regulatory or legal mandates, Denton may be required to modify, reconfigure, or exchange Subscriber Radio equipment. Little Elm agrees to permit Denton to perform such actions on its behalf as necessary to ensure system compliance.

[End of Document]

EXHIBIT B

Compensation Schedule

APPLICABLE FEES, TERMINATION, AND REFUNDS

23. Annual Support Fee

Little Elm shall pay Denton an annual Support Fee of **\$2.50 per month per Subscriber Unit**, billed annually in advance for all active radio IDs.

- Fees for newly issued Radio IDs shall be prorated based on the issuance date.
- Invoices shall be issued at the beginning of each Denton fiscal year.
- No refunds or credits shall be issued for radios removed from service during the fiscal year.

24. Fee Adjustments

Denton may increase applicable fees at the start of each fiscal year to offset increased operational costs. Written notice shall be provided to Little Elm at least **60 days** in advance of any rate change unless less notice is given by Motorola Solutions regarding its cost adjustments, in which case the same shortened notice shall apply.