

# FORT BEND COUNTY, TEXAS

RQ111 Date 2/12/2013  
Time 10:24:17AM

## Requisitions

Requisition 82363 Buyer 15 For 5601A Sheriff-Patrol Delivery Date 2/5/2013

Approval Value 50827.81

Requester 1004892 Kristen Rouse

Vendor 13890 HARRIS COUNTY - J I M S

Deliver To Support Services

LINE	Item/Venor Item	QTY Ordered	UOM	UNIT COST	Issue Account	
					Activity/Acct	Category
1	ANNUAL MAINTENANCE Radio System Smart Zone Maint Radio System Smart Zone Maintenance thru 12/31/2013	1.00	EA	\$50827.81	100560100	63000



# HARRIS COUNTY

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## RADIO SERVICE

This invoice is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at (713) 755-1160.

**REMIT PAYMENT:**

Harris County – Treasurer  
Orlando Sanchez  
1001 Preston – Room 652  
Houston, TX 77002



**Barbara J. Schott**  
**Harris County Auditor**  
 1001 Preston, Suite 800  
 Houston, TX 77002  
 Ph: (713) 755-1160

# INVOICE

Invoice Date: 2/1/2013

Fort Bend County - Sheriff  
 Attn: Aramis Gonzales  
 1410 Ransom Road

Richmond, Tx 77469

Invoice Number	Customer #	Total Due
2013010000380	V00057980	52,478.93
<b>REMIT PAYMENT TO:</b> <b>Harris County Treasurer</b> Orlando Sanchez 1001 Preston, Room 652 Houston, TX 77002		Amt Paid

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Please detach and mail this top portion with payment.

Work Order#	Asset #	Serial#	Date In	Date Out	PO / Reference
Div/Loc:					Contact

20003891

2012-12-10 2013-01-07

FBSO Sheriff's Department

Description of Services	Qty	Price	Item Total
Moto Infrastruct Dispatch Repair	1.00	711.38	711.38
Moto Infrastructure Repair, Operator	12.00	709.59	8,515.08
Infrastructure Repair for 7X site- Annual	1.00	597.37	597.37
Moto repair of 7X repeaters on Annual Bil	6.00	766.96	4,601.76
Moto Pretested Software Sub	1.00	3,569.96	3,569.96
Software Subscription 7X Dispatch Site	1.00	787.50	787.50
Software Subscription for 7X Repeater- A	6.00	252.00	1,512.00
Software Subscription for 7X Sites- Annua	1.00	3,150.00	3,150.00
Software Subscription 7X Console Op Posit	12.00	532.95	6,395.40
Software Subscription, Subscriber, 7X, An	200.00	20.92	4,184.00
T1 Fee, Annual	1.00	4,208.72	4,208.72
T1 Fee, Annual	1.00	4,152.72	4,152.72
T1 Fee, Annual	1.00	3,780.00	3,780.00
T1 Fee, Annual	2.00	1,890.00	3,780.00
Motorola Technical Support for 7X Dispatc	1.00	687.75	687.75
Motorola Technical Support for 7X site- A	1.00	194.17	194.17

Service Req:

Billing for annual smart zone maintenance through 1/1/2013 - 12/31/2013 T1's - 21DHXE500339 21DHXE501619  
 21DHXE500340 21DHXE200869 26DHXS500881

Action Taken:

Billing for annual smart zone maintenance through 1/1/2013 - 12/31/2013 T1's - 21DHXE500339 21DHXE501619  
 21DHXE500340 21DHXE200869 26DHXS500881

**Work Order Total: 50,827.81**

20004009

687CJZ4405

687CJZ4405

2012-12-17

2013-01-22

FBSO Sheriff's Department

Gonzales, Aramis

Description of Services	Qty	Price	Item Total
Align/Adjust	0.75	72.00	54.00
Checkout - Operational (QC)	0.25	72.00	18.00
Diagnostics	1.00	72.00	72.00
FCC Check	0.25	72.00	18.00
Firmware Upgrade	0.50	72.00	36.00
Repair/Replace housing/front cover	0.50	72.00	36.00
Replace hardware	0.50	72.00	36.00
TOP ESCUTCHEON STICKY SEAL	1.00	1.48	1.48
COVER ASSY FRONT MODEL	1.00	52.79	52.79
Label	1.00	1.75	1.75
Label Bolton	1.00	5.87	5.87
Speaker Mesh	1.00	4.87	4.87
Mic Felt	1.00	3.96	3.96

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Work Order#	Asset #	Serial#	Date In	Date Out	PO / Reference
Div/Loc:					Contact

Service Req:

REPAIR - MIC ACCESSORY BROKEN

Action Taken:

Diagnostic . Found broken front cover . Replaced front cover , labels , sticky seal , speaker mesh and mic felt .

Firmware upgraded . Adjusted and FCC checked radio to Harris County Specifications . Placed on QC shelf.\*\*QC passed

placed radio on ready for pick up shelf with MAINT clone to be programmed by customer. \*\*RGM\*\*

Work Order Total: 340.72

20004467 FBSO-7500-op08 FBSO-7500-op08 2013-01-20 2013-01-30  
FBSO - SOCOM Communications

Christopher Dagoftino

Description of Services

	Qty	Price	Item Total
Onsite Repair	6.00	72.00	432.00
Travel time	3.20	72.00	230.40

Service Req:

Console freezes when trying to transmit. Customer advised that this could wait until Tues.

Action Taken:

Tested op position. Removed VPM. Got a spare from Tomball. Put in its place. Tested op again. Worked fine.

Work Order Total: 662.40

20004574  
FBSO Sheriff's Department

2013-01-25 2013-01-29

Gonzales, Aramis

Description of Services

	Qty	Price	Item Total
Onsite Repair	4.00	72.00	288.00
Onsite Repair	4.00	72.00	288.00
Travel time	1.00	72.00	72.00
Travel time	1.00	0.00	0.00

Service Req:

Opt 4 Console having repeat problems - see tech notes this SRN

Action Taken:

Found the VPM for Op.8 was bad. Could not connect to it. Replaced the VPM. Programmed and discovered it in the UEM and UNC. Reset the PC and the op came back online. Checked for select and unselect audio. Checked the instant retrieval. All is working at this time. Cleared up a couple house cleaning alarms while on location. VPM

SN: 443CMM0392

Work Order Total: 648.00

Ticket Count:	4
Parts Total:	50,898.53
Labor Total:	1,580.40
INVOICE TOTAL	52,478.93



**Barbara J. Schott**  
**Harris County Auditor**  
 1001 Preston, Suite 800  
 Houston, TX 77002  
 Ph: (713) 755-1160

# INVOICE

Invoice Date: 2/1/2013

Fort Bend County - EMS  
 Attn: Aramis Gonzales  
 1410 Ransom Road

Richmond, Tx 77469

Invoice Number	Customer #	Total Due
2013010000369	V00057980	925.59

**REMIT PAYMENT TO:**  
**Harris County Treasurer**  
 Orlando Sanchez  
 1001 Preston, Room 652  
 Houston, TX 77002

**Amt Paid**

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Please detach and mail this top portion with payment.

Work Order#	Asset #	Serial#	Date In	Date Out	PO / Reference
20004343	205CFT1041	205CFT1041	2013-01-10	2013-01-30	SRN-12000698
EMS EMS					ARAMIS GONZALES

Description of Services	Qty	Price	Item Total
Align/Adjust	0.75	72.00	54.00
Checkout - Operational (QC)	0.25	72.00	18.00
Diagnostics	1.00	72.00	72.00
FCC Check	0.25	72.00	18.00
Firmware Upgrade	0.50	72.00	36.00
Repair/Replace switch/pot	1.00	72.00	72.00
Pontometer (volume)	1.00	2.47	2.47

Service Req:

RADIO POWERS OFF WHEN VOLUME ADJUSTED

Action Taken:

Diagnostic . Found broken volume control switch . Replaced it . Firmware upgraded . Adjusted and Fcc checked radio to Harris County Specifications . Placed on QC \*\*QC passed placed radio on ready for pick up shelf with MAINT clone to be programmed by customer. \*\*RGM\*\*

**Work Order Total: 272.47**

20004344	205CFV2117	205CFV2117	2013-01-10	2013-01-30	SRN-12000698
EMS	EMS				ARAMIS GONZALES
		<u>Description of Services</u>	<u>Qty</u>	<u>Price</u>	<u>Item Total</u>
		Align/Adjust	0.75	72.00	54.00
		Checkout - Operational (QC)	0.25	72.00	18.00
		Diagnostics	1.00	72.00	72.00
		FCC Check	0.25	72.00	18.00
		Repair/Replace switch/pot	1.00	72.00	72.00
		FREQ. SWITCH	1.00	11.56	11.56

Service Req:

REPAIR TOGGLE BUTTON

Action Taken:

Diagnostic . Found broken channels switch . Replaced it . Adjusted and Fcc checked radio to Harris County Specifications . Placed on QC shelf. \*\*QC passed placed radio on ready for pick up shelf with MAINT clone to be programmed by customer. \*\*RGM\*\*

**Work Order Total: 245.56**

20004485	205CFE1942	205CFE1942	2013-01-22	2013-01-30	SRN-12000698	
EMS	EMS				Gonzales, Aramis	
		Description of Services		Qty	Price	Item Total
		Align/Adjust		0.75	72.00	54.00
		Checkout - Operational (QC)		0.25	72.00	18.00
		Diagnostics		1.00	72.00	72.00

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Work Order#	Asset #	Serial#	Date In	Date Out	PO / Reference	
Div/Loc:					Contact	
			FCC Check		0.25	72.00 18.00
			Programming - Radio		0.25	0.00 0.00

Service Req:

REPAIR - WILL NOT TRANSMIT

Action Taken:

Diagnostic . Radio programmed with wrong ID . Adjusted and Fcc checked radio to Harris County Specifications .  
Placed on QC shelf.\*\*QC passed placed radio on ready for pick up shelf with MAINT clone to be programmed by customer. \*\*RGM\*\*

Work Order Total: 162.00

20004486	205CFV2126	205CFV2126	2013-01-22	2013-01-30	SRN-12000698			
EMS	EMS				Gonzales, Aramis			
<u>Description of Services</u>						<u>Qty</u>	<u>Price</u>	<u>Item Total</u>
Align/Adjust						0.75	72.00	54.00
Checkout - Operational (QC)						0.25	72.00	18.00
Diagnostics						1.00	72.00	72.00
FCC Check						0.25	72.00	18.00
Repair/Replace switch/pot						1.00	72.00	72.00
FREQ. SWITCH						1.00	11.56	11.56

Service Req:

REPAIR - CHANNEL SELECTOR KNOB NOT WORKING PROPERLY

Action Taken:

Diagnostic . Found broken frequency channels switch . Replaced it . Adjusted and Fcc checked radio to Harris County Specifications . Placed on QC shelf.\*\*QC passed placed radio on ready for pick up shelf with MAINT clone to be programmed by customer. \*\*RGM\*\*

Work Order Total: 245.56

Ticket Count:	4
Parts Total:	25.59
Labor Total:	900.00
INVOICE TOTAL	925.59

AGREEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This Agreement is made and entered into and executed by and between Harris County, a body corporate and politic under the laws of the State of Texas, called "County," and Fort Bend County, acting by and through its governing body, called "User." This Agreement supersedes any and all prior agreements entered into between the County and User for the use of the County's 800 MHz Public Radio System.

WITNESSETH

WHEREAS, Harris County and Fort Bend County each have a trunked 800 Megahertz Public Radio System and are duly licensed by the Federal Communications Commission (hereafter referred to as "FCC") for the operation of same;

WHEREAS, Harris County desires to utilize Fort Bend County's 800 Megahertz Public Radio System for law enforcement and emergency purposes;

WHEREAS, Fort Bend County desires to utilize Harris County's 800 Megahertz Public Radio System for law enforcement and emergency purposes;

WHEREAS, both Harris County and Fort Bend County desire to accommodate additional Radio units on their respective 800 Megahertz Public Radio Systems and each of them is willing to cooperate with one another to effectuate the usage of the system for law enforcement and emergency purposes of both Harris County and Fort Bend County;

WHEREAS, Harris County and Fort Bend County are authorized to enter into an agreement for the provision of such services pursuant to and under the provisions of Tex. Gov't Code Ann. § 791.001 et seq. (Vernon 1994 & Supp. 2004), "The Interlocal Cooperation Act"; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

I.

For purposes of this Agreement, the following definitions apply:

A. Primary Dispatch System:

A communications system upon which the User, its agents, employees or assigns rely primarily when it desires to or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units/Mobile Digital Terminals;

- B. Priority Access:  
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units/Mobile Digital Terminals seeking use simultaneously;
- C. Radio System(s):  
Trunked 800 Megahertz Public Safety Radio System, one of which is owned by Harris County, Texas, and one of which is owned by Fort Bend County, Texas, both licensed by the FCC, that enable the engagement of radio communications or radio transmissions of energy via Radio Units/Mobile Digital Terminals in accordance with technical specifications;
- D. SmartZone Regional Radio System:  
Combination of multiple Trunked 800 Megahertz Radio System(s) in and about Harris County operating under a single centralized system controller as a regional radio system where the single centralized system controller is managed by the Harris County Central Technology Center;
- E. Radio Unit:  
Mobile, stationary, or portable radio communications units communicating among themselves at certain airwave frequencies;
- F. System Code Identification Number:  
An identification number that allows Radio Units to gain access to the Radio System to enable the Radio Units to communicate among themselves at certain airwave frequencies;
- G. User:  
Refers to either Harris County or Fort Bend County when discussing its usage of the other party's Radio System as provided in this Agreement; and
- H. System Site Ownership:  
Refers to that individual Trunked 800 Megahertz Radio System that is part of the SmartZone Regional Radio System, but where all actual Hardware, Site Building and Infrastructure is owned and operated by Fort Bend County.

## II.

Harris County agrees that during the term of this Agreement it will:

- A. Allow Fort Bend County to access the SmartZone Regional Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System;
- B. Provide Fort Bend County with a Systems Code Identification Number to access the SmartZone Regional Radio System, thereby providing a Primary Dispatch System for Fort Bend County's Radio Units/Mobile Digital Terminals. Current radio ID's (including

Talkgroups) shall remain in place as is, and any additional needed Identification numbers will be mutually agreed upon by both entities before being used;

- C. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC, as well as those applicable administrative rules of Fort Bend County that are now in effect or that may be effective during the term of this Agreement. Further, Harris County acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this Agreement and if this change necessitates a modification of the Agreement, the modification may be effectuated by the other party without incurring any liability for such modification;
- D. Upon being notified that one or more of Fort Bend County's Radio Units have been lost or stolen, Harris County will take all reasonable actions to prevent any of Fort Bend County's lost or stolen Radio Units from gaining access to the SmartZone Regional Radio System (including attempting to disable the lost or stolen Radio Unit);
- E. Provide the same level of Priority Access to the Radio System for Fort Bend County as that afforded the owner of the Radio System;
- F. Assume all maintenance responsibility for the infrastructure, which provides resources and access to the SmartZone Regional Radio System. The level of service shall be the same or greater than that which is currently being provided by an Independent Contractor and within the same economical boundaries. Fort Bend County reserves the right to seek Independent Contract costs for comparison;
- G. Give Fort Bend County written (email or facsimile) notice of its intent to increase, decrease or otherwise change the number of Radio Units/Talkgroups that have access to the SmartZone Regional Radio System, Fort Bend County Tower Site;
- H. Notify Fort Bend County that one or more of its Radio Units have been lost or stolen within twenty-four (24) hours of knowing or having reason to know that the Radio Units have been lost or stolen;
- I. Use the System Code Identification Number described in this Agreement to access Fort Bend County's radio system as a Primary Dispatch System; and
- J. Shall not record, digitally or manually, any voice or data transmissions of any Fort Bend County Talkgroup or individual ID without prior notification and approval of System Administrator or his/her designee.

## III.

Fort Bend County agrees that during the term of this Agreement, Fort Bend County shall:

- A. Allow the SmartZone Regional Radio System users to access Fort Bend County's Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System;
- B. Allow Harris County to manage Fort Bend County's Radio System Infrastructure as a part of the SmartZone Regional Radio System to include Software Subscription Agreement, Technical Support, and Infrastructure repair. (Prior approval and notification is required for any changes, modifications, or upgrades and when applicable, jointly agreed upon by both Harris County and Fort Bend County);
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC, as well as those applicable administrative rules of Harris County that are now in effect or that may become effective during the term of this Agreement. Further, Fort Bend County acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this Agreement and if this change necessitates a modification of the Agreement, the modification may be effectuated by Harris County without incurring any liability for this modification;
- D. Agree that Harris County shall have no responsibility for providing to Fort Bend County Users the Radio Units that will have access to the SmartZone Regional Radio System;
- E. Give Harris County at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of Radio Units that have access to the SmartZone Regional Radio System, provided in emergency situations, Fort Bend County shall give written notice as soon as possible under the circumstances; and
- F. Notify Harris County that one or more of its Radio Units/Mobile Digital Terminals have been lost or stolen within twenty-four (24) hours of knowing or having reason to know that the Radio Units/Mobile Digital Terminals have been lost or stolen.

## IV.

It is expressly understood and agreed that in consideration of the mutual benefits derived from this Agreement by Harris County and Fort Bend County, neither party shall charge the other party any fee for access to its Radio System nor for programming the User's radios for use on the other party's Radio System.

## V.

It is expressly understood and agreed that in consideration for the ongoing maintenance and operational costs incurred by Harris County in support of Fort Bend County's participation in the SmartZone Regional Radio System, Fort Bend County shall reimburse Harris County in

accordance with the attached fee schedule. Harris County agrees to invoice Fort Bend County after the services are rendered and Fort Bend County agrees to pay an invoice within thirty (30) days of receipt of an invoice. Once all funds certified as available by the Fort Bend County Auditor have been earned, Harris County shall not be required to perform further services under this Agreement until, and only to the extent that the Fort Bend County Auditor certifies to the availability of additional funds.

#### VI.

To the extent resources are available and solely at its discretion, Harris County may provide radio equipment installation and radio services to Fort Bend County on a time and material basis for any services not covered by the fee schedule (attached). If these services are provided, Fort Bend County agrees to pay Harris County at the rate of Thirty-five and No/100 Dollars (\$35.00) per hour for these services. Harris County agrees to invoice Fort Bend County after the services are rendered and Fort Bend County agrees to pay an invoice within thirty (30) days of receipt of the invoice. It is expressly understood that Harris County neither warrants nor assumes any responsibility for installation or other radio services provided. Further, by requesting that Harris County provide these services, Fort Bend County assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; or any loss resulting from the use of radio equipment to which other radio services have been provided by Harris County. Solely at the discretion of Harris County, Fort Bend County may purchase certain additional parts and accessories from Harris County at a price set by Harris County. Harris County agrees to invoice Fort Bend County after the parts and/or accessories are supplied to Fort Bend County. Fort Bend County agrees to pay the invoice within thirty (30) days of receipt of the invoice. Fort Bend County agrees not to request or use services under this section unless funds have previously been set aside and certified by the Fort Bend County Auditor as made available for the payment of such services in connection with issuance of a valid purchase order by the Fort Bend County Purchasing Agent.

#### VII.

To the extent resources are available and solely at its discretion, Harris County may provide radio equipment maintenance at the rate of \$8.25 per radio, per month. Harris County agrees to cover radio equipment under maintenance until such time that Harris County determines the radio equipment is beyond repair, or until repair parts can no longer be obtained. Maintenance of radios may be canceled by either party upon 30 days written notice to the other party. Fort Bend County agrees to contact Harris County's Radio Communications Services before ordering services to obtain a current list of what is and what is not covered by the maintenance fee. Fort Bend County understands that Harris County may change this list without notice. Harris County agrees to invoice Fort Bend County after the parts and/or accessories are supplied to Fort Bend County. Fort Bend County agrees to pay the invoice within thirty (30) days of receipt of the invoice. Fort Bend County agrees not to request or use services under this section unless funds have previously been set aside and certified by the Fort Bend County Auditor as made available for the payment of such services in connection with issuance of a valid purchase order by the Fort Bend County Purchasing Agent.

## VIII.

This Agreement shall commence on the date this Agreement is executed by the parties. The term of this Agreement is one (1) year from the date this Agreement is executed by the parties. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates:

- A. Immediately if all or substantially all of the authorizations held by the County or the User are revoked by the FCC or its successor agency; or
- B. Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate.

## IX.

Should either party fail to perform as provided under the terms of this Agreement, the other party's sole remedy shall be to terminate this Agreement.

## X.

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the County, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

## XI.

All notices and communications permitted or required to be given under this Agreement are to be mailed by certified mail, return-receipt requested, to the following addresses:

**FOR THE COUNTY: All notices and communications must be mailed as follows:**

**Original to:** Harris County Central Technology Center  
406 Caroline, 4<sup>th</sup> Floor  
Houston, TX 77002-2027

**AND**

**Copy to:** Commissioners Court of Harris County  
Harris County Administration Building  
1001 Preston, 9<sup>th</sup> Floor  
Houston TX 77002-1891  
Attention: Clerk of Commissioners Court

**FOR THE USER:** Fort Bend County Judge  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: Robert E. Hebert, County Judge

**With a Copy to:** Fort Bend County Sheriff's Department  
1410 Ransom Road  
Richmond, Texas 77469  
Attn: Corporal Ben Zotyka

These addresses can be changed upon giving prior written notice to the other. All mailed notices and communications are deemed given and complete upon deposit in the United States Mail.

XII.

Neither Harris County nor Fort Bend County shall assign this Agreement unless either party receives the prior written consent of the other party hereto.

XIII.

This Agreement is governed by and construed according to the laws of the State of Texas.

XIV.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties, except for those modifications effectuated pursuant to the provisions of Paragraphs II (C) and III (C).

XV.

Harris County shall not be obligated to expend any funds other than funds received from Fort Bend County to perform Harris County's obligations hereunder. Fort Bend County shall not be required to expend in excess of the amount written below by the Fort Bend County Auditor, except to the extent additional funds are certified by the Auditor.

IN TESTIMONY OF WHICH, this Agreement has been executed effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, in multiple originals, each to have the same force and effect, as follows

- A. It has been executed on behalf of Harris County on the \_\_\_\_\_ day of JAN 27 2006, 2004, by the County Judge of Harris County, Texas, pursuant to an order of the Commissioners Court of Harris County, Texas, authorizing such execution; and
- B. It has ~~been~~ executed on behalf of Fort Bend County on the 6<sup>th</sup> day of JANUARY, 2004, by the County Judge of Fort Bend County, Texas, pursuant to an order of the Commissioners Court of Fort Bend County, Texas, authorizing such execution.

APPROVED AS TO FORM:

MIKE STAFFORD  
County Attorney

By T. Scott Petty  
T. SCOTT PETTY  
Assistant County Attorney

HARRIS COUNTY, TEXAS

By Robert Eckels  
ROBERT ECKELS  
County Judge

APPROVED AS TO FORM:

By James E. Stavinocha  
JAMES E. STAVINOCHA  
First Assistant

FORT BEND COUNTY

By Robert E. Hebert  
ROBERT E. HEBERT  
County Judge

ATTEST:

By Dianne Wilson  
DIANNE WILSON  
County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_  
to pay the obligation of Fort Bend County under and within the foregoing contract.

By Ed Sturdivant  
ED STURDIVANT  
Auditor

SmartZone System Maintenance Fee Schedule  
Fort Bend County, Texas

Period Covered: 1/1/04 To 12/31/04

<u>Software Subscription Agreement</u>		<u>Qty</u>	<u>Annual Price</u>	<u>Extended Annual Price</u>
Site		0 \$	10,000.00	\$ -
Repeater		0 \$	200.00	\$ -
Subscriber		1800 \$	10.00	\$ 18,000.00
<u>Technical Support</u>				
SmartZone Site		0 \$	204.00	\$ -
SmartZone Station		0 \$	120.00	\$ -
SmartZone Operator Position		4 \$	96.00	\$ 384.00
<u>Infrastructure Repair</u>				
SmartZone Site		0 \$	1,872.00	\$ -
SmartZone Station		0 \$	1,008.00	\$ -
SmartZone Operator Position		4 \$	1,728.00	\$ 6,912.00
<u>I-1 Fees</u>				
Leased T-1 Lines		2 \$	1,800.00	\$ 3,600.00 based on \$300 per month split 50/50
<u>Subscriber Maintenance</u>				
Trunked subscriber		0 \$	99.00	\$ -
RF Modem		0 \$	198.00	\$ -
Mobile Data Workstation		0 \$	198.00	\$ -
<b>Grand Total</b>			<b>\$</b>	<b>28,896.00</b>

**ORDER**

THE STATE OF TEXAS §  
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_\_ day of JAN 2, 2004, with the following members present, to-wit:

Robert Eckels	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia Garcia	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: NONE, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
 HARRIS COUNTY AND FORT BEND COUNTY**

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Eckels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the County Judge be and is, authorized to execute for and on behalf of Harris County, an agreement between Harris County and Fort Bend County for the use of Harris County's 800 MHz Public Safety Radio Systems. This agreement is incorporated by reference and made a part of this Order for all intents and purposes as though fully set forth word for word.

Presented to Commissioner's Court

JAN 27 2004