



HARRIS COUNTY, TEXAS

Central Technology Services

Information Technology Center • Public Safety Technology Services • Fleet Services

Bruce High
Executive Director & CIO

December 7, 2016

Motorola Software Subscription Agreement Billing

Fort Bend County
1410 Ransom Road
Richmond, Texas 77469

Site Type	Service	Equipment	Qty	Per Unit	Total
ISR	Technical Support	Site 7.x	1	257.17	257.17
Dispatch		Dispatch site 7.x	1	514.33	514.33
		Prime simulcast site	1	5,407.92	5,407.92
ISR	Infrastructure Repair w/AR	Repeaters 7.x	12	763.69	9,164.28
ISR		Repeaters 7.x	6	763.69	4,582.14
		Dispatch site 7.x	1	848.99	848.99
		MCC7500	13	848.89	11,035.57
		Prime simulcast site	1	8,171.10	8,171.10
Sim remote		Site 7.x remote	1	848.99	848.99
ISR	Software Maint Agreement	Repeater 7.x	18	315.00	5,670.00
		Site 7.x	1	3,150.00	3,150.00
Sim prime		Prime simulcast site	1	3,150.00	3,150.00
Dispatch		MCC7500	13	524.92	6,823.96
Dispatch		Dispatch site 7.x	1	787.50	787.50
Dispatch	PTSS	Dispatch site 7.x	1	3,569.96	3,569.96
	subtotal				63,981.91
	Software Maint Agreement	Subscribers	200	20.92	4,184.00
T-1	21DHXE500339 ????	FB SmartX SiteLink (analog)	1	4,208.72	4,208.72
	21DHXE501619	FB P25 Simulcast Site Link - connects to Tomball	1	3,780.00	3,780.00
	21DHXE500340	CEB Rm 281-341-3882/Disp 281-341-4665 FB MCC Call Ctr Link	1	4,152.72	4,152.72
	Core Router Console	port fee	1	2,376.34	2,376.34
	Core Router Tower Site	port fee	1	2,376.34	2,376.34
	Core Router Tower Site	port fee	1	2,376.34	2,376.34
	GRAND TOTAL				87,436.37

Time period: 01/01/2017 to 12/31/2017

406 Caroline Street, 4th Floor • Houston, Texas • 77002-2027
Phone 713-755-6621 • Fax 713-755-8938 • www.hctx.net/itc



HARRIS COUNTY

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

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, 4th Floor
Houston, TX 77002-2027

AND

Copy to: Commissioners Court of Harris County
Harris County Administration Building
1001 Preston, 9th 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 2004, 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 16 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>		Qty	<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>T-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	\$	-
Grand Total					\$	28,896.00

Re-RECORDED ON 1-20-04
IN THE COMMISSIONER COURT
MINUTES OF 1-6-04