

FORT BEND COUNTY FY 2010
 COMMISSIONERS COURT AGENDA REQUEST FORM

14 B, C, D

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 12/02/09	Submitted By: Nicole Mehrens, County Attorney's Office
Court Agenda Date: 12/08/09	Department: SHERIFF
	Phone Number: 281-341-4555

SUMMARY OF ITEM:

✓ Take all appropriate action on renewal Prisoner Housing Agreements between Fort Bend County and City of Meadows Place and City of Missouri City, effective from October 1, 2009 through September 30, 2010. B

✓ Take all appropriate action on renewal Mutual Aid Agreement between Fort Bend County and City of Meadows Place, effective from October 1, 2009, with automatic renewal on each anniversary thereafter. C

✓ Take all appropriate action on renewal Radio Agreements between Fort Bend County and City of Meadows Place and Orchard Volunteer Fire Department, effective from October 1, 2009 through September 30, 2010. D

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached:

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDING SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input checked="" type="checkbox"/> Other: <u>Milton Wright, Sheriff</u>	<input checked="" type="checkbox"/> County Atty. (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

12-11-09 2 orig. each ret. to Nicole at Co. Attorney

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF
FORT BEND AND CITY OF MEADOWS PLACE, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS**

This Interlocal Agreement is entered into between **Fort Bend County, Texas**, a body corporate and politic acting herein by and through its Commissioners Court, hereinafter referred to as “**County**”, and the **City of Meadows Place**, hereinafter referred to as “**City**”.

WHEREAS, the **City** desires the **County** to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and,

WHEREAS, the **City**, acting by and through its duly elected governing body has determined that it would be of material benefit to said **City** to provide for such care of said prisoners; and,

WHEREAS, the **County** desires to assist the **City** in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and,

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said **City** all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and,

WHEREAS, the governing body of the **City** has duly authorized this Agreement; and,

WHEREAS, the governing body of the **County** has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, V.T.C.A.

NOW, THEREFORE, it is mutually agreed by and between the **County**, acting herein by and through its duly authorized Commissioners Court, and the **City**, acting herein by and through its duly authorized governing body, as follows:

I.

The **County** agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this instrument, accept from the duly authorized law enforcement officers of the **City**, any and all persons who, under the laws of the State of Texas, are prisoners of the respective city. For definition purposes, a **City** prisoner shall mean those persons charged **ONLY** with a violation of a **City** ordinance and State laws which are classified as class “C” Misdemeanors, lying within the jurisdiction of the Municipal Court of herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said **City** prisoners in the **County** jail subject to the orders of the duly authorized Municipal Magistrate of said **City**.

No prisoner charged with a Municipal Class “C” Misdemeanor only shall be accepted by the Fort Bend County Jail unless the Municipal Magistrate has set his/her bond prior to incarceration.

The **County** and the **City** further agree that once a city prisoner is accepted and committed to the **County** jail, the Sheriff or his deputy in charge of admissions, will release a **City** prisoner only when the discharge of the **City** prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the **County** or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

- A. The County Sheriff and/or his deputy in charge of admissions at the County jail, may refuse to accept an injured or ill **City** prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the **County** and the **City** that the County Sheriff and/or his deputy in charge of admissions at the **County** jail, shall determine, upon presentation of the **City** prisoner at the **County** jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the **City** prisoner should be accepted into the **County** jail or transported to the nearest hospital by the law enforcement officers of the **City**.
- B. It is further agreed that during the confinement of any **City** prisoner in the **County** jail, the **County**, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all **City** prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said **City**, and should any such expense be incurred by the **County**, and **City** will reimburse the **County** for same upon request.
- C. The **County**, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any **City** prisoner, who is to be transported to any hospital. Upon notice to the **City** by **County**, once the **City** prisoner is removed from the **County** jail, it will be the responsibility of said **City** to provide a necessary security guard for such prisoner outside the confines of the **County** jail.

IV.

The **City** agrees to furnish its own bailiff to escort **City** prisoners to and from Municipal Court from the **County** jail. A commitment from the Municipal Court will be obtained on each **City** prisoner within twenty-four (24) hours and will be forwarded to **County** jail personnel, provided, however, such requirement will be exclusive of weekends and holidays. When a **City** prisoner is removed from the confinement of the **County** by a **City** police officer, the **County** releases and assumes no further responsibility for the said **City** prisoner until such time as the prisoner is returned to the **County** jail by the **City** police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. **City** prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the **County** jail for confinement. **City** agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of the **City** prisoner may be accomplished at the **County** jail.

V.

The **City** agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of **FORTY AND NO/DOLLARS (\$40.00)** per day, per **City** prisoner that has been incarcerated in the **County** jail. The Sheriff agrees to provide a monthly statement showing the name of each **City** prisoner, the charge, the number of days served by each prisoner and the total amount due the **County**, to the County Treasurer and the **City**. For purposes of this Agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain **City** prisoner was confined, the day of arrival will be counted but not the day of departure. Further, **County** shall have the right to suspend **City's** use of the **County** jail facility until such time as any delinquent account is brought current. **City** agrees to pay for the confinement of their prisoners on Municipal charges, except

where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

The terms of this Agreement shall commence on **October 1, 2009**, and end on **September 30, 2010**, or upon thirty (30) days written notice from either party. It is further understood and agreed that this Agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.


VII.

To the extent permitted by law, the **City** agrees to save and hold the **County** harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the **City** performed under this Agreement. To the extent permitted by law, the **County** agrees to save and hold the **City** harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the **County** performed under this Agreement.

VIII.

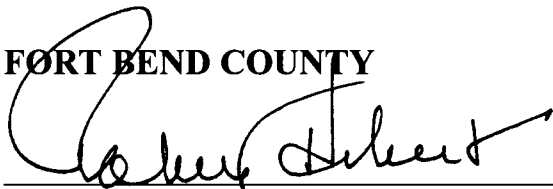
IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective October 1, 2009.

ATTEST:



Dianne Wilson, County Clerk

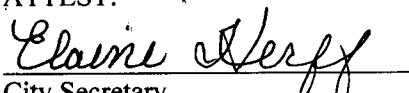
FORT BEND COUNTY

By: 

Robert E. Hebert, County Judge

Date: 12/8/09

ATTEST:



Elaine Herff
City Secretary

CITY OF MEADOWS PLACE

By: 

Mayor Charles D. Jessup, IV

Date: 10/27/2009

RECORDED ON 12-17-09
IN THE COMMISSIONER COURT
MINUTES OF 12-8-09

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND CITY OF MEADOWS PLACE, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

IT IS ORDERED that Fort Bend County Judge Robert E. Hebert be, and he is hereby, authorized to execute Interlocal Agreement between the County of Fort Bend and the City of Meadows Place for the Housing of City Prisoners, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF
FORT BEND AND CITY OF MISSOURI CITY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS**

This Interlocal Agreement is entered into between **Fort Bend County, Texas**, a body corporate and politic acting herein by and through its Commissioners Court, hereinafter referred to as "**County**", and the **City of Missouri City**, hereinafter referred to as "**City**".

WHEREAS, the **City** desires the **County** to assist in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and,

WHEREAS, the **City**, acting by and through its duly elected governing body has determined that it would be of material benefit to said **City** to provide for such care of said prisoners; and,

WHEREAS, the **County** desires to assist the **City** in the care, custody and support of prisoners of the said city for the consideration and terms and conditions hereinafter set out; and,

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has passed an order authorizing the Sheriff of Fort Bend County, Texas, to accept from the proper law enforcement officers of said **City** all prisoners of the city under the terms and conditions and for the consideration hereinafter set out; and,

WHEREAS, the governing body of the **City** has duly authorized this Agreement; and,

WHEREAS, the governing body of the **County** has duly authorized this Agreement; and,

WHEREAS, this Agreement is made pursuant to and under the provisions of Chapter 791, Texas Government Code, V.T.C.A.

NOW, THEREFORE, it is mutually agreed by and between the **County**, acting herein by and through its duly authorized Commissioners Court, and the **City**, acting herein by and through its duly authorized governing body, as follows:

I.

The **County** agrees that the Sheriff of Fort Bend County, Texas, may, on and after the effective date of this instrument, accept from the duly authorized law enforcement officers of the **City**, any and all persons who, under the laws of the State of Texas, are prisoners of the respective city. For definition purposes, a **City** prisoner shall mean those persons charged **ONLY** with a violation of a **City** ordinance and State laws which are classified as class "C" Misdemeanors, lying within the jurisdiction of the Municipal Court of herein above stated city in Fort Bend County, Texas. The Sheriff may, at his sole discretion, (but will not be obligated to), accept persons accused of violations of municipal codes or ordinances only.

II.

The Sheriff of Fort Bend County, Texas, will house, support, maintain and confine said **City** prisoners in the **County** jail subject to the orders of the duly authorized Municipal Magistrate of said **City**.

No prisoner charged with a Municipal Class "C" Misdemeanor only shall be accepted by the Fort Bend County Jail unless the Municipal Magistrate has set his/her bond prior to incarceration.

The **County** and the **City** further agree that once a city prisoner is accepted and committed to the **County** jail, the Sheriff or his deputy in charge of admissions, will release a **City** prisoner only when the discharge of the **City** prisoner is lawfully ordered or authorized by a Magistrate or any Court of competent jurisdiction, provided, however, that nothing contained herein shall be construed to authorize or require the **County** or County Sheriff to incarcerate or hold any person contrary to the Constitution and the Laws of the State of Texas and the United States of America.

III.

- A. The County Sheriff and/or his deputy in charge of admissions at the County jail may refuse to accept an injured or ill **City** prisoner, when in the judgment of the County Sheriff and/or his deputy, medical attention is necessary before confinement. It is agreed and understood between the **County** and the **City** that the County Sheriff and/or his deputy in charge of admissions at the **County** jail, shall determine, upon presentation of the **City** prisoner at the **County** jail, whether at that time, at the sole discretion of the County Sheriff and/or his deputy, the **City** prisoner should be accepted into the **County** jail or transported to the nearest hospital by the law enforcement officers of the **City**.
- B. It is further agreed that during the confinement of any **City** prisoner in the **County** jail, the **County**, acting by and through the County Sheriff and/or his deputy, will provide all necessary medical treatment and hospitalization for all **City** prisoners whether they become sick or injured. It is expressly agreed and understood that the cost of all medical care, treatment and hospitalization is strictly the responsibility of said **City**, and should any such expense be incurred by the **County**, and **City** will reimburse the **County** for same upon request.
- C. The **County**, acting by and through the County Sheriff and/or his deputy, agrees that Fort Bend County Sheriff's Department will not guard any **City** prisoner, who is to be transported to any hospital. Upon notice to the **City** by **County**, once the **City** prisoner is removed from the **County** jail, it will be the responsibility of said **City** to provide a necessary security guard for such prisoner outside the confines of the **County** jail.

IV.

The **City** agrees to furnish its own bailiff to escort **City** prisoners to and from Municipal Court from the **County** jail. A commitment from the Municipal Court will be obtained on each **City** prisoner within twenty-four (24) hours and will be forwarded to **County** jail personnel, provided, however, such requirement will be exclusive of weekends and holidays. When a **City** prisoner is removed from the confinement of the **County** by a **City** police officer, the **County** releases and assumes no further responsibility for the said **City** prisoner until such time as the prisoner is returned to the **County** jail by the **City** police officer and is duly accepted by the County Sheriff and/or his deputy for confinement. **City** prisoners returned to jail after court must have proper commitment forms prior to their being booked and accepted back into the **County** jail for confinement. **City** agrees and accepts sole responsibility for final bookout procedures, as may be established from time to time by the County Sheriff's Department, before any final release of the **City** prisoner may be accomplished at the **County** jail.

V.

The **City** agrees to pay the Treasurer of Fort Bend County, Texas, at the end of each calendar month the sum of **FORTY AND NO/DOLLARS (\$40.00)** per day, per **City** prisoner that has been incarcerated in the **County** jail. The Sheriff agrees to provide a monthly statement showing the name of each **City** prisoner, the charge, the number of days served by each prisoner and the total amount due the **County**, to the County Treasurer and the **City**. For purposes of this Agreement, confinement on any calendar day, regardless of the amount of time spent in confinement, shall count as one full day of confinement. In calculating the number of days a certain **City** prisoner was confined, the day of arrival will be counted but not the day of departure. Further, **County**

shall have the right to suspend City's use of the County jail facility until such time as any delinquent account is brought current. City agrees to pay for the confinement of their prisoners on Municipal charges, except where class "B" and class "A" misdemeanor charges or felony charges are filed simultaneously, and not dismissed at a later date.

VI.

The terms of this Agreement shall commence on **October 1, 2009**, and end on **September 30, 2010**, or upon thirty (30) days written notice from either party. It is further understood and agreed that this Agreement may be terminated at any time by either party upon thirty (30) days written notice of an order or resolution of the respective governing body of such termination to the other party and no further liability thereon will remain, other than that which has accrued before termination.

VII.

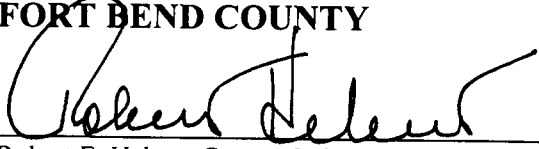
To the extent permitted by law, the City agrees to save and hold the County harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the City performed under this Agreement. To the extent permitted by law, the County agrees to save and hold the City harmless from liability for injury or death of any person or damage to any property arising out of or in connection with any act or omission of the County performed under this Agreement.

VIII.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below, but effective October 1, 2009.

FORT BEND COUNTY


By:


Robert E. Hebert, County Judge

Date:

12/8/09

ATTEST:


Dianne Wilson, County Clerk

CITY OF MISSOURI CITY

By:


Mayor

Date:

11-16-09

ATTEST:


Patrice J. Party
City Secretary



RECORDED ON 12-17-09
IN THE COMMISSIONER COURT
MINUTES OF 12-8-09

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND CITY OF MISSOURI CITY, TEXAS
PROVIDING FOR THE HOUSING OF CITY PRISONERS**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried,

IT IS ORDERED that Fort Bend County Judge Robert E. Hebert be, and he is hereby, authorized to execute Interlocal Agreement between the County of Fort Bend and the City of Missouri City for the Housing of City Prisoners, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

IV.

Each party hereto agrees that it shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expense, and expenses of travel, food, lodging or other compensation or expenses of a peace officer employed by another party regardless of whether such peace officer performed peace officer work outside the jurisdiction of his or her employer.

V.

Each party hereto agrees that it shall have no liability whatsoever for the torts or other acts of a peace officer employed by another party hereto regardless of where such tort or act occurred.

VI.

Each party hereto agrees that it will not seek to recover compensation or reimbursement of expenses from any other party hereto for services performed by its peace officers pursuant to this agreement.

VII.

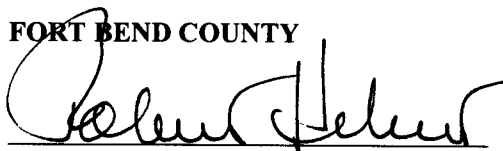
If any provision, section, subsection, paragraph, sentence, clause or phrase of this Agreement, or the application of same to any person or set of circumstances, shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Agreement or their application to other persons or sets of circumstances and to this and all provisions of this Agreement are declared to be severable.

VIII.


This Agreement shall begin on **October 1, 2009** and shall automatically renew on each anniversary thereafter. Either party may terminate, with or without cause, by giving at least thirty (30) days written notice to the other party.

EXECUTED this 8 day of December, 2009.

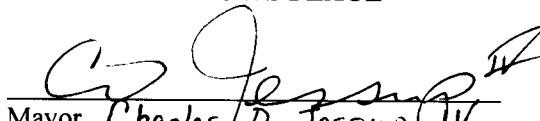
FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

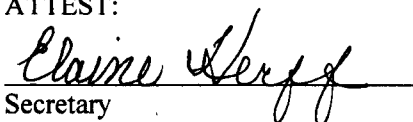
ATTEST:


Dianne Wilson, County Clerk

CITY OF MEADOWS PLACE

By: 
Mayor Charles D. Jessup

ATTEST:


Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING THE COUNTY JUDGE TO
EXECUTE THE MUTUAL AID AGREEMENT WITH
THE CITY OF MEADOWS PLACE FOR POLICE PROTECTION**

On this the 8 day of December, 2009 the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner meyers, seconded by Commissioner Patterson, duly put and carried;

IT IS ORDERED that the Fort Bend County Judge execute the Mutual Aid Agreement between Fort Bend County and the City of Meadows Place for police protection. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS

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COUNTY OF FORT BEND

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND THE CITY OF MEADOWS PLACE**

This Interlocal Agreement (“Agreement”) entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners Court (“County”), and the **City of Meadows Place**, a municipal corporation of the State of Texas (“City”).

WITNESSETH:

THAT WHEREAS, the **County** has a trunked 800 Megahertz Public Safety Radio System and is duly licensed by the Federal Communications Commission (“FCC”) for operation of same; and

WHEREAS, the **County** desires to accommodate additional Radio Units on its Radio System under a **County** managed and controlled plan of such system; and

WHEREAS, the **County** desires to accommodate the **City’s** Radio Units on a maintenance plan contracted by the **County** with a private vendor; and

WHEREAS, the **City** desires to use **County’s** Radio System to communicate among its various Radio Units on a Primary Dispatch System; and

WHEREAS, the governing body of **County** has duly authorized this Agreement; and

WHEREAS, the governing body of **City** has duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to the TEX. GOV. CODE § 791.001 et seq, the Interlocal Cooperation Act (Vernon 1993);

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the **County** and **City** hereby agree as follows:

**I.
DEFINITIONS**

1.01 “Primary Dispatch System” – A communications system upon which the **City**, 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.

1.02 “Priority Access” – An assigned level of system access which determines the choice of access to the radio system between two or more units seeking use simultaneously.

1.03 “Radio System” – A trunked 800 Megahertz Public Safety Radio System owned by the **County**, and licensed by the FCC, that enables the engagement of radio communications or radio transmissions of energy via radio units in accordance with technical specifications.

1.04 “Radio Unit” – Mobile, stationary or portable radio communication units communicating among themselves at certain air wave frequencies.

1.05 “Systems Code Identification Number” – An identification number that allows radio units to gain access to the Radio System thereby enabling the radio units to communicate among themselves at certain air wave frequencies.

II.
OBLIGATIONS OF COUNTY

2.01 The **County** agrees that during the term of this Agreement it shall:

(a) Allow the **City** to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System.

(b) Provide to the **City** a Systems Code Identification Number that will access the **County's** Radio System, thereby providing a Primary Dispatch System for the **City's** Radio Units, up to a maximum of 100 units. The **City** shall advise the **County**, in writing, of the number of units it will have on the system. Any decision to include the **City's** Radio Units must be made contemporaneously and be attached as **City's** Exhibit "A" to this Agreement and be incorporated herein for all purposes subject to any terms of cancellation herein.

(c) Allow the **City** to cover the Radio Units described in **City's** Exhibit "A" under a **County** controlled maintenance agreement with a private vendor. Any decision to place any Radio Units by the **City** under the **County's** maintenance agreement must be made contemporaneously and the list of units to be maintained be attached as **City's** Exhibit "B" and be incorporated herein for all purposes.

(d) Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.

(e) In the event the **City** notifies the **County** pursuant to paragraph 3(b) below that any one or more of its Radio Units listed herein have become lost or stolen, the **County** will take any reasonable steps necessary to prevent such lost or stolen Radio Units from gaining access to the Radio System and will attempt to disable the lost or stolen unit.

(f) Provide for the same level of Priority Access for the **City** as for the **County**. All maintenance fees (at the published contract rate) are to be included in the regular billing statement. **County** has sole authority to negotiate the **County's** maintenance contract with the vendor.

The **County** reserves the right to determine and approve equipment to be used on the radio system. **County** will provide a written list of approved equipment as Exhibit "D" to this document. All equipment must be purchased new or with written approval of the radio system manager. The **County** reserves the right to change or modify this list at any time with written notification to the subscriber.

III.
OBLIGATIONS OF CITY

3.01 The **City** agrees that during the term of this Agreement it shall:

(a) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be used in the **County's** Radio System, including model number and serial number to be attached to this agreement as **City's** Exhibit "A" and incorporated herein for all purposes. Furthermore, should the **City** desire to increase or decrease the number of Radio Units listed in paragraph 2.01(b) above, that have access to the Radio System, the **City** shall notify the **County**, in writing, at least ten days in advance of the effective date of the change. The **City** may not increase the number of Units above the maximum number stated in 2.01(b) above.

(b) In the event that any one or more of the Radio Units listed in paragraph 2(b) becomes lost or stolen, the **City** agrees to notify the **County** of same within twenty-four hours that the **City** knows or has reason to know that such Radio Unit or Units have become lost or stolen.

- (c) Use the System Code Identification Number described herein to access the **County's** Radio System as a Primary Dispatch System.
- (d) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be included in the maintenance agreement to be attached as **City's** Exhibit "B". The **County** assumes no obligation regarding which units are to be on the maintenance agreement other than those listed in **City's** Exhibit "B".
- (e) To observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- (f) Recognize that applicable FCC and other statutes, laws, rules and regulations may change from time to time and that accordingly the **County**, in its sole discretion, has the right without liability to modify this Agreement to comply with any such changes subject to the other terms of this Agreement.
- (g) The **County** will not consider for approval any Agreement not complete and including all required documentation.

IV. ASSIGNABILITY

4.01 This Agreement is for the benefit of the **City**, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer Fire Department) and it shall not be assigned in whole or in part by the **City** to any third party without prior written consent of the **County**. If requested in writing, the billing can be itemized to reflect different agencies or departments.

V. PAYMENT OF FEES

5.01 The **City** shall pay the **County** the sum of NINE DOLLARS AND 50/100 CENTS (**\$9.50**) per month per Radio Unit for system access, a sum of THIRTY DOLLARS AND NO/CENTS (**\$30.00**) per radio for initial programming, and a sum of TWENTY FIVE DOLLARS AND NO/CENTS (**\$25.00**) for reprogramming, excluding programming changes needed as a result of repairs to the radio unit. Programming charges will be billed immediately following completion of services by the **County**. All maintenance fees (at the published contract rate) for the Radio Units listed in **City's** Exhibit "B" are to be included in the regular billing statement. The contract rate is attached as **County's** Exhibit "C" and is attached herein for all purposes. The contract rate is negotiated with the vendor solely by the **County** and will change with each new maintenance contract rate agreement. Any increase or decrease shall be effective immediately and the new contract rate will be controlling as to all parties for the term of this contract. The **County** shall invoice **City** for air time and service contract fees quarterly, on or about the 15th day of March, June, September and December. The **City** shall pay the **County** by the tenth day of the month following receipt of invoice.

5.02 The **City** shall make any payments due and payable to the **County** under this Agreement out of its current revenues.

5.03 The **County** will invoice airtime for the three months prior and including the month of the bill, prorating charges for radios added during those months as follows:

Radios added during the 1st and 15th day of a given month will be charged airtime for the entire month. Radios added after the 15th day of a given month will not be charged air time for that month and air time will be charged beginning with the following month

5.04 The **County** will invoice service contract fees for the three months succeeding the month of the bill.

5.05 In the event the **City** elects to increase its number of Units per § 3.01(a) above, it shall increase its monthly payment to reflect such increase. The increase in the number of units shall be reflected pro rata in the next monthly payment following the month of the increase in units.

5.06 Any decrease in the number of units shall be reflected in the **City's** payments in the same manner as described above for increases in the number of units.

5.07 If the Radio System is substantially unavailable to the **City** during any billing period, the **County** shall approve a reasonable adjustment of the fee provided for by this section.

VI.
REVISION OF FEES

6.01 The **County** may at any time revise the monthly service fees set forth herein by giving the **City** written notice of the amounts of increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. The **City** fee increases will be tied to the **City's** pro rata share of the increases in cost of operation, system expansion or enhancement. Written documentation will be provided upon request to the **City** explaining the increase. All fees will be reasonable and nondiscriminatory among all users.

VII.
TERM AND TERMINATION

7.01 The terms of this Agreement shall commence on **October 1, 2009**, and end on **September 30, 2010**, or upon thirty (30) days written notice from either party.

7.02 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the **County** or the **City** are revoked by the FCC or any successor agency.

7.03 The **City** shall pay the **County** in the manner provided for in V above, for any accrued charges in the event of termination pursuant to this section.

VIII.
NOTICE

8.01 Any and all notices or communications required or permitted under this Agreement shall in writing and delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To **County**: Fort Bend County
Attention: County Judge
301 Jackson, 7th Floor
Richmond, Texas 77469
Fax No. (281) 341-8609

To **City**: City of Meadows Place
Attention: Mayor
One Troyan Drive
Stafford, Texas 77477

8.02 Either party may change its notice address in accordance with this section.

8.03 Any notice hereunder shall be effective upon receipt.

IX.
MODIFICATION OF AGREEMENT

9.01 No modification of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto, except as provided above in the case of a change in FCC rules or regulations.

X.
COVERAGE

10.01 The **City** acknowledges that one hundred percent coverage of any area at all times is improbable. There may be adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System at times. Other causes beyond reasonable control of the **County** are motor ignition and other electrical noise that could be minimized by corrective devices at the **City's** expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the **City** herein shall be the sole responsibility of the **City**.

XI.
DEFAULT

11.01 If the **City** fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen days after written notice has been sent by **County** to **City**, the **City** shall be deemed in default under this Agreement.

11.02 In the event of default, the **County** has the right to immediately terminate this Agreement, retain all payments made hereunder that are due and owing to the **County** pursuant to the terms of this Agreement, and deny the **City** any service provided by the **County** under this Agreement. Each and all of the rights and remedies of the **County** hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy afforded at law and equity.

XII.
INSURANCE

12.01 THE **CITY** SHALL PROVIDE THE **COUNTY** WITH GENERAL LIABILITY INSURANCE COVERING BOTH THE **COUNTY** AND THE **CITY** FOR LIABILITIES RELATING TO THE USE OF THE RADIO SYSTEM. THE INSURANCE SHALL BE WITH CARRIERS AND IN POLICY LIMITS ACCEPTABLE TO THE **COUNTY**.

12.02 THE CITY SHALL PROVIDE THE COUNTY'S RISK MANAGEMENT DEPARTMENT WITH A COPY OF THE PROPOSED INSURANCE WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE HEREOF. ACCEPTANCE OF AN ORIGINAL CERTIFICATE OF INSURANCE ACCEPTABLE TO THE COUNTY SHALL BE A CONDITION PRECEDENT TO THE CITY'S ACCESS TO THE RADIO SYSTEM.

XIII.
ADMINISTRATIVE GUIDELINES

13.01 The parties agree to promulgate mutually acceptable written administrative guidelines relating to the use and operation of the Radio System and Radio Units. Both parties agree to use their best efforts to observe and abide by these written administrative guidelines.

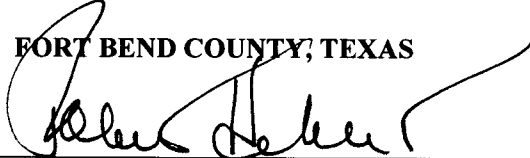
XIV.
GENERAL

14.01 This Agreement constitutes the entire Agreement of the parties and supercedes all prior offers, negotiations and agreements. If any provision of this Agreement shall, at any time and to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors and assigns of the parties hereto.


14.02 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, The parties put their hands to this instrument on the dates indicated.

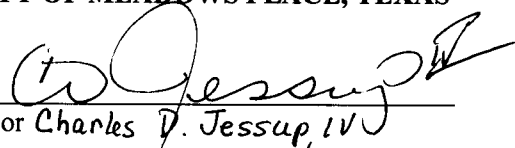
FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge

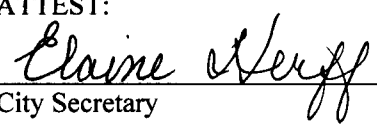
Date: 12/8/09

ATTEST: 
Dianne Wilson, County Clerk

CITY OF MEADOWS PLACE, TEXAS

By: 
Mayor Charles D. Jessup, IV

Date: 10/27/2009

ATTEST: 
City Secretary

RECORDED ON 12-17-09
IN THE COMMISSIONER COURT
MINUTES OF 12-8-09

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

**ORDER AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN FORT BEND COUNTY AND THE CITY OF MEADOWS PLACE**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried.

IT IS ORDERED that County Judge Robert E. Hebert be, and he is hereby, authorized to execute an Agreement between **Fort Bend County** and the **City of Meadows Place**, for use of the County's 800 Megahertz Radio System. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND ORCHARD VOLUNTEER FIRE DEPARTMENT**

This Interlocal Agreement (“Agreement”) entered into by and between **Fort Bend County, Texas**, a body corporate and politic, acting herein by and through its Commissioners Court (“**County**”), and **Orchard Volunteer Fire Department** duly organized and chartered in the State of Texas existing under the laws of the State of Texas (“**Fire Department**”).

WITNESSETH:

THAT WHEREAS, the **County** has a trunked 800 Megahertz Public Safety Radio System and is duly licensed by the Federal Communications Commission (“**FCC**”) for operation of same; and

WHEREAS, the **County** desires to accommodate additional Radio Units on its Radio System under a **County** managed and controlled plan of such system; and

WHEREAS, the **County** desires to accommodate the **Fire Department’s** Radio Units on a maintenance plan contracted by the **County** with a private vendor; and

WHEREAS, the **Fire Department** desires to use **County’s** Radio System to communicate among its various Radio Units on a Primary Dispatch System; and

WHEREAS, the governing body of **County** has duly authorized this Agreement; and

WHEREAS, the governing body of **Fire Department** has duly authorized this Agreement; and

WHEREAS, this Agreement is made pursuant to the TEX. GOV. CODE § 791.001 et seq, the Interlocal Cooperation Act (Vernon 1993);

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and benefits hereinafter set forth, the **County** and **Fire Department** hereby agree as follows:

I.

DEFINITIONS

1.01 “Primary Dispatch System” – A communications system upon which the **Fire Department**, 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.

1.02 “Priority Access” – An assigned level of system access which determines the choice of access to the radio system between two or more units seeking use simultaneously.

1.03 “Radio System” – A trunked 800 Megahertz Public Safety Radio System owned by the **County**, and licensed by the FCC, that enables the engagement of radio communications or radio transmissions of energy via radio units in accordance with technical specifications.

1.04 “Radio Unit” – Mobile, stationary or portable radio communication units communicating among themselves at certain air wave frequencies.

1.05 “Systems Code Identification Number” – An identification number that allows radio units to gain access to the Radio System thereby enabling the radio units to communicate among themselves at certain air wave frequencies.

II.

OBLIGATIONS OF COUNTY

2.01 The **County** agrees that during the term of this Agreement it shall:

(a) Allow the **Fire Department** to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System.

(b) Provide to the **Fire Department** a Systems Code Identification Number that will access the **County's** Radio System, thereby providing a Primary Dispatch System for the **Fire Department's** Radio Units, up to a maximum of 20 units. The **Fire Department** shall advise the **County**, in writing, of the number of units it will have on the system. Any decision to include the **Fire Department's** Radio Units must be made contemporaneously and be attached as **Fire Department's** Exhibit "A" to this Agreement and be incorporated herein for all purposes subject to any terms of cancellation herein.

(c) Allow the **Fire Department** to cover the Radio Units described in **Fire Department's** Exhibit "A" under a **County** controlled maintenance agreement with a private vendor. Any decision to place any Radio Units by the **Fire Department** under the **County's** maintenance agreement must be made contemporaneously and the list of units to be maintained be attached as **Fire Department's** Exhibit "B" and be incorporated herein for all purposes.

(d) Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.

(e) In the event the **Fire Department** notifies the **County** pursuant to paragraph 3(b) below that any one or more of its Radio Units listed herein have become lost or stolen, the **County** will take any reasonable steps necessary to prevent such lost or stolen Radio Units from gaining access to the Radio System and will attempt to disable the lost or stolen unit.

(f) Provide for the same level of Priority Access for the **Fire Department** as for the **County**. All maintenance fees (at the published contract rate) are to be included in the regular billing statement. **County** has sole authority to negotiate the **County's** maintenance contract with the vendor.

The **County** reserves the right to determine and approve equipment to be used on the radio system. **County** will provide a written list of approved equipment as Exhibit "D" to this document. All equipment must be purchased new or with written approval of the radio system manager. The **County** reserves the right to change or modify this list at any time with written notification to the subscriber.

III.

OBLIGATIONS OF FIRE DEPARTMENT

3.01 The **Fire Department** agrees that during the term of this Agreement it shall:

(a) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be used in the **County's** Radio System, including model number and serial number to be attached to this agreement as **Fire Department's** Exhibit "A" and incorporated herein for all purposes. Furthermore, should the **Fire Department** desire to increase or decrease the number of Radio Units listed in paragraph 2.01(b) above, that have access to the Radio System, the **Fire Department** shall notify the **County**, in writing, at least ten days in advance of the effective date of the change. The **Fire Department** may not increase the number of Units above the maximum number stated in 2.01(b) above.

(b) In the event that any one or more of the Radio Units listed in paragraph 2(b) becomes lost or stolen, the **Fire Department** agrees to notify the **County** of same within twenty-four hours that the **Fire Department** knows or has reason to know that such Radio Unit or Units have become lost or stolen.

(c) Use the System Code Identification Number described herein to access the **County's** Radio System as a Primary Dispatch System.

(d) Assume responsibility for providing the **County** with a list of each and every Radio Unit to be included in the maintenance agreement to be attached as **Fire Department's** Exhibit "B". The **County** assumes no obligation regarding which units are to be on the maintenance agreement other than those listed in **Fire Department's** Exhibit "B".

(e) To observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.

(f) Recognize that applicable FCC and other statutes, laws, rules and regulations may change from time to time and that accordingly the **County**, in its sole discretion, has the right without liability to modify this Agreement to comply with any such changes subject to the other terms of this Agreement.

(g) The **County** will not consider for approval any Agreement not complete and including all required documentation.

IV.

ASSIGNABILITY

4.01 This Agreement is for the benefit of the **Fire Department**, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer Fire Department) and it shall not be assigned in whole or in part by the **Fire Department** to any third party without prior written consent of the **County**. If requested in writing, the billing can be itemized to reflect different agencies or departments.

V.

PAYMENT OF FEES

5.01 The **Fire Department** shall pay the **County** the sum of NINE DOLLARS AND 50/100 CENTS (**\$9.50**) per month per Radio Unit for system access, a sum of THIRTY DOLLARS AND NO/CENTS (**\$30.00**) per radio for initial programming, and a sum of TWENTY FIVE DOLLARS AND NO/CENTS (**\$25.00**) for reprogramming, excluding programming changes needed as a result of repairs to the radio unit. Programming charges will be billed immediately following completion of services by the **County**. All maintenance fees (at the published contract rate) for the Radio Units listed in **Fire Department's** Exhibit "B" are to be included in the regular billing statement. The contract rate is attached as **County's** Exhibit "C" and is attached herein for all purposes. The contract rate is negotiated with the vendor solely by the **County** and will change with each new maintenance contract rate agreement. Any increase or decrease shall be effective immediately and the new contract rate will be controlling as to all parties for the term of this contract. The **County** shall invoice **Fire Department** for air time and service contract fees quarterly, on or about the 15th day of March, June, September and December. The **Fire Department** shall pay the **County** by the tenth day of the month following receipt of invoice.

5.02 The **Fire Department** shall make any payments due and payable to the **County** under this Agreement out of its current revenues.

5.03 The **County** will invoice air time for the three months prior and including the month of the bill, prorating charges for radios added during those months as follows:

Radios added during the 1st and 15th day of a given month will be charged air time for the entire month. Radios added after the 15th day of a given month will not be charged air time for that month and air time will be charged beginning with the following month

5.04 The **County** will invoice service contract fees for the three months succeeding the month of the bill.

5.05 In the event the **Fire Department** elects to increase its number of Units per § 3.01(a) above, it shall increase its monthly payment to reflect such increase. The increase in the number of units shall be reflected pro rata in the next monthly payment following the month of the increase in units.

5.06 Any decrease in the number of units shall be reflected in the **Fire Department's** payments in the same manner as described above for increases in the number of units.

5.07 If the Radio System is substantially unavailable to the **Fire Department** during any billing period, the **County** shall approve a reasonable adjustment of the fee provided for by this section.

VI.

REVISION OF FEES

6.01 The **County** may at any time revise the monthly service fees set forth herein by giving the **Fire Department** written notice of the amounts of increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. The **Fire Department** fee increases will be tied to the **Fire Department's**

pro rata share of the increases in cost of operation, system expansion or enhancement. Written documentation will be provided upon request to the **Fire Department** explaining the increase. All fees will be reasonable and nondiscriminatory among all users.

VII.
TERM AND TERMINATION

7.01 The terms of this Agreement shall commence on **October 1, 2009**, and end on **September 30, 2010**, or upon thirty (30) days written notice from either party.

7.02 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the **County** or the **Fire Department** are revoked by the FCC or any successor agency.

7.03 The **Fire Department** shall pay the **County** in the manner provided for in V above, for any accrued charges in the event of termination pursuant to this section.

VIII.
NOTICE

8.01 Any and all notices or communications required or permitted under this Agreement shall in writing and delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To **County**: Fort Bend County
 Attention: County Judge
 301 Jackson, 7th Floor
 Richmond, Texas 77469
 Fax No. (281) 341-8609

To **Fire Department**: Orchard Volunteer Fire Department
 P.O. Box 175
 Orchard, Texas 77464
 Attn: Fire Chief

8.02 Either party may change its notice address in accordance with this section.

8.03 Any notice hereunder shall be effective upon receipt.

IX.
MODIFICATION OF AGREEMENT

9.01 No modification of this Agreement shall be effective unless it is made in writing and is approved and executed by the authorized representatives of the parties hereto, except as provided above in the case of a change in FCC rules or regulations.

X.
COVERAGE

10.01 The **Fire Department** acknowledges that one hundred percent coverage of any area at all times is improbable. There may be adverse propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System at times. Other causes beyond reasonable control of the **County** are motor ignition and other electrical noise that could be minimized by corrective devices at the **Fire Department's** expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the **Fire Department** herein shall be the sole responsibility of the **Fire Department**.

XI.
DEFAULT

11.01 If the **Fire Department** fails to make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen days after written notice has been sent by **County** to **Fire Department**, the **Fire Department** shall be deemed in default under this Agreement.

11.02 In the event of default, the **County** has the right to immediately terminate this Agreement, retain all payments made hereunder that are due and owing to the **County** pursuant to the terms of this Agreement, and deny

the **Fire Department** any service provided by the County under this Agreement. Each and all of the rights and remedies of the **County** hereunder are cumulative to and not in lieu of each and every other such right and remedy and every right and remedy afforded at law and equity.

XII.
INSURANCE

12.01 THE **FIRE DEPARTMENT** SHALL PROVIDE THE **COUNTY** WITH GENERAL LIABILITY INSURANCE COVERING BOTH THE **COUNTY** AND THE **FIRE DEPARTMENT** FOR LIABILITIES RELATING TO THE USE OF THE RADIO SYSTEM. THE INSURANCE SHALL BE WITH CARRIERS AND IN POLICY LIMITS ACCEPTABLE TO THE **COUNTY**.

12.02 THE FIRE DEPARTMENT SHALL PROVIDE THE COUNTY'S RISK MANAGEMENT DEPARTMENT WITH A COPY OF THE PROPOSED INSURANCE WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE HEREOF. ACCEPTANCE OF AN ORIGINAL CERTIFICATE OF INSURANCE ACCEPTABLE TO THE COUNTY SHALL BE A CONDITION PRECEDENT TO THE FIRE DEPARTMENT'S ACCESS TO THE RADIO SYSTEM.

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13.01 The parties agree to promulgate mutually acceptable written administrative guidelines relating to the use and operation of the Radio System and Radio Units. Both parties agree to use their best efforts to observe and abide by these written administrative guidelines.

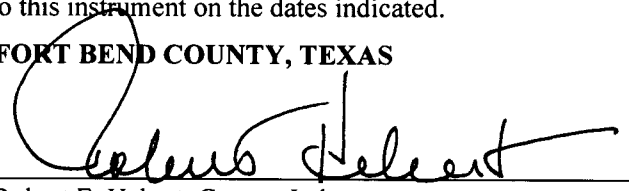
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14.01 This Agreement constitutes the entire Agreement of the parties and supercedes all prior offers, negotiations and agreements. If any provision of this Agreement shall, at any time and to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall bind and inure to the benefit of all the respective heirs, personal representatives, successors and assigns of the parties hereto.

14.02 The waiver by a party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, The parties put their hands to this instrument on the dates indicated.

FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge


Date: 12/8/09

ATTEST: 
Dianne Wilson, County Clerk

**ORCHARD VOLUNTEER
FIRE DEPARTMENT**

By: 
Fire Chief

Date: 11/19/09

ATTEST: 

RECORDED ON 12-17-09
IN THE COMMISSIONER COURT
MINUTES OF 12-8-09

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ORDER AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN FORT BEND COUNTY
AND ORCHARD VOLUNTEER FIRE DEPARTMENT**

On this day, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Patterson, duly put and carried.

IT IS ORDERED that County Judge Robert E. Hebert be, and he is hereby, authorized to execute an Agreement between **Fort Bend County** and **Orchard Volunteer Fire Department**, for use of the County's 800 Megahertz Radio System. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.