

PDF Return

ARF-1681

Item #: 37.B.

REGULAR SESSION AGENDA**Purchasing**

Assignment

Date: 09/28/2010**Submitted By:** Paul Stewart, County Attorney**Department:** Purchasing**Type of Item:** Discussion Item**Renewal Agreement/**

No

Reviewed by County**Appointment:****Attorney's Office:**

Yes

Multiple Originals Y/N?: y

Information**SUMMARY OF ITEM**

Take all appropriate action on Assignment of equipment purchased pursuant to Communications System Agreement between Fort Bend County and Motorola, Inc. to Harris County.

SPECIAL HANDLING

Fiscal Impact

Attachmentscontract

AgendaQuick©2005 - 2010 Destiny Software Inc., All Rights Reserved

11-30-10 orig. returned to Jeff at OEM

ASSIGNMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Assignment is made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter designated "FBC," and HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter designated "HC."

WITNESSETH:

WHEREAS, contemporaneous with this Assignment, Motorola, Inc., and FBC will enter into a Communications System Agreement for the acquisition and installation of equipment to implement a 3-Site ASTRO P25 Simulcast System operating on the Harris County Regional Radio System, hereinafter designated the "Agreement;" and

WHEREAS, the sites are located at the Fort Bend County Sheriff's Office, which FBC maintains; in Missouri City, which the City maintains; and in Clodine, which HC maintains; and

WHEREAS, the equipment will be acquired with Homeland Security Grant Program funds; and

WHEREAS, subsection 17.2 of the Agreement authorizes FBC to assign its rights under the Agreement to equipment for the Clodine site to HC provided that HC agrees to be bound by the terms of the Agreement, except for the financial obligations in subsection 5.1 thereof; and

WHEREAS, contemporaneous with this Assignment, Motorola, Inc., and HC will enter into a First Amendment to the Agreement which modifies some of the rights and responsibilities under the Agreement; and

WHEREAS, contemporaneous with this Assignment, FBC and HC will enter into a Property Transfer Record Agreement for the Governor's Division of Emergency Management, in connection with the use of Homeland Security Grant Program funds;

NOW, THEREFORE, FBC and HC, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.

FBC assigns to HC all of FBC's rights under the Agreement, as amended, to equipment identified in the equipment list for the Clodine site in Exhibit "C" attached to the Agreement, as

amended, including, but not limited to, FBC's rights to the software licenses, the installation, testing, maintenance, and support services, and the warranties related to such equipment.

II.

HC assumes the responsibilities under the Agreement, as amended, in regards to such equipment, including, but not limited to, compliance with the Software License Agreement attached to the Agreement, as amended, as Exhibit "A" and payment for any additional maintenance and support services requested by HC during or after the warranty period. HC is not responsible for the financial obligations in subsection 5.1 of the Agreement, as amended.

III.

A. Any notice permitted or required to be given by HC to FBC hereunder may be given by registered or certified United States mail, postage prepaid, return receipt requested, addressed to Fort Bend County, Attention: County Judge, 701 Jackson Street, Suite 719, Richmond, Texas 77469.

B. Any notice permitted or required to be given by FBC to HC hereunder may be given by registered or certified United States mail, postage prepaid, return receipt requested, addressed to Harris County, Attention: County Judge, Harris County Administration Building, 1001 Preston, 9th Floor, Houston, Texas 77002, with a photocopy to Harris County Information Technology Center, Attention: Chief Information Officer, 406 Caroline, 4th Floor, Houston, Texas 77002.

C. Such notices shall be considered given and completed upon deposit in the United States mail as aforesaid. Either party may change its address pursuant to this article upon written notice to the other party.

IV.

As FBC's purchase of such equipment involved the use of Homeland Security Grant Program funds, HC will use such equipment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of man-made or natural disasters and acts of terrorism as described in the federal program guidelines, specifically planning, equipment, training, and exercise needs.

V.

HC enters into this Assignment, as well as the First Amendment to the Agreement and Property Transfer Record Agreement, pursuant to an Order of the Commissioners Court of Harris County, Texas.

VI.


Each party binds itself and its successors and assigns to the other party and its successors and assigns.

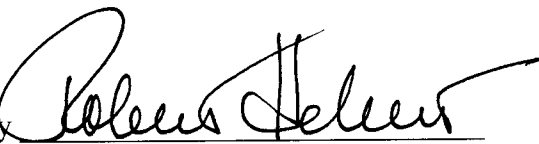
EXECUTED in quadruplicate originals on this _____ day of OCT 26 2010 2010.

APPROVED AS TO FORM:

ROY CORDES, JR.
County Attorney

FORT BEND COUNTY


By 
PAUL STEWART
Assistant County Attorney


By 
ROBERT HEBERT 9-28-10
County Judge

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

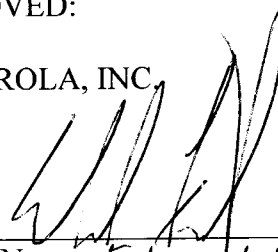
HARRIS COUNTY

By 
M. SCOTT BRESK
Assistant County Attorney

By 
ED EMMETT
County Judge

APPROVED:

MOTOROLA, INC.

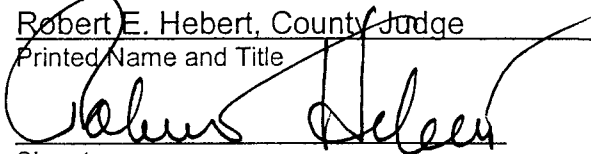
By 
Printed Name: Edward Fuerst
Printed Title: M551 Vice President

**Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement**

Transferred From: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Jackson Street, Richmond, Fort Bend County, 77469
Street/Mailing Address, City, County, Zip

Robert E. Hebert, County Judge
Printed Name and Title



Signature

9-28-10
Date

Transferred To: Harris County
Name of Organization (Homeland Security Grant Sub-Recipient)

1001 Preston, Suite 911, Houston, Harris County, Texas 77002
Street/Mailing Address, City, County, Zip

Ed Emmett, County Judge
Printed Name and Title


Signature

OCT 26 2010
Date

This is to certify that the property described below was acquired by the expenditure of 2008 and 2009 Homeland Security Grant Program funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description: See attached.
Quantity:
Model Number:
Acquisition Date:
Unit Cost:

APPROVED as to Form:

Assistant County Attorney

C-2.4 Clodine Site

Block	APC	Qty	Nomenclature	Description	Unit List (DUP)	EXT List (DUP)	Total Qty	HGAC Discount	Equipment Total
NETWORK	147	1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER			1	10.00%	
NETWORK	147	1	CA01446AA	ADD: BASE ROUTER WT1 MODULE	\$3,900.00	\$3,900.00	1	10.00%	\$3,510.00
NETWORK	147	2	CLN1836	2610-24 ETHERNET SWITCH	\$2,250.00	\$4,500.00	2	10.00%	\$4,050.00
GPS	207	1	DSTRAK91009	REMOTE SITE CONFIG AC POWER	\$30,066.00	\$30,066.00	1	10.00%	\$27,059.40
GPS	207	1	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM	\$963.00	\$963.00	1	10.00%	\$866.70
GPS	207	3	DSTRAK91061	FOUR PORT DDM	\$720.00	\$2,160.00	3	10.00%	\$1,944.00
GPS	207	50	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER	\$1.90	\$95.00	50	10.00%	\$85.50
GPS	207	4	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1	\$33.50	\$134.00	4	10.00%	\$120.60
GTR 8000	112	1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM	\$6,000.00	\$6,000.00	1	15%	\$5,100.00
GTR 8000	112	1	CA00855AA	ADD: 700/800 MHZ MID POWER	\$6,300.00	\$6,300.00	1	15%	\$5,355.00
GTR 8000	112	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$71,400.00	\$71,400.00	1	15%	\$60,690.00
GTR 8000	112	6	CA01193AA	ADD: IP-BASED MULTI-SITE BASE RADIO	\$16,700.00	\$100,200.00	6	15%	\$85,170.00
GTR 8000	112	1	CA00862AA	ADD: SITE & CABINET RMC W/CAPABILITY	\$2,100.00	\$2,100.00	1	15%	\$1,785.00
GTR 8000	112	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER	\$8,400.00	\$8,400.00	1	15%	\$7,140.00
GTR 8000	112	2	CA00884AA	ADD: QTY(1) XHUB	\$3,500.00	\$7,000.00	2	15%	\$5,950.00
GTR 8000	112	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	1	15%	\$420.75
GTR 8000	112	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU	\$1,000.00	\$1,000.00	1	15%	\$850.00
GTR 8000	112	1	T7054	GTR 8000 EXPANDABLE SITE SUB-SYSTEM	\$6,000.00	\$6,000.00	1	15%	\$5,100.00
GTR 8000	112	1	CA00855AA	ADD: 700/800 MHZ MID POWER	\$6,300.00	\$6,300.00	1	15%	\$5,355.00
GTR 8000	112	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS	\$71,400.00	\$71,400.00	1	15%	\$60,690.00
GTR 8000	112	6	CA01193AA	ADD: IP-BASED MULTI-SITE BASE RADIO	\$16,700.00	\$100,200.00	6	15%	\$85,170.00

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

Fort Bend County, TX
ASTRO P25 Simulcast
May 20, 2010

Equipment List 2-9

Block	APC	Qty	Nomenclature	Description	Unit List (DUP)	EXT List (DUP)	Total Qty	HGAC Discount	Equipment Total
GTR 8000	112	1	CA00877AA	ADD: CABINET RMC FOR EXPANSION RACK	\$600.00	\$600.00	1	15%	\$510.00
GTR 8000	112	1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBIN	\$8,400.00	\$8,400.00	1	15%	\$7,140.00
GTR 8000	112	1	CA01058AA	ADD: 700/800 PHASING HARNESS	\$1,000.00	\$1,000.00	1	15%	\$850.00
GTR 8000	112	2	CA00884AA	ADD: QTY(4) XHUB	\$3,500.00	\$7,000.00	2	15%	\$5,950.00
GTR 8000	112	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU	\$495.00	\$495.00	1	15%	\$420.75
SURGE	207	1	DSRMP615A	RMP615A, 120VAC, 15A SIX NEMA 5-15OUT	\$278.00	\$278.00	1	10.00%	\$250.20
SURGE	207	1	DSTSJ100BT	EIGHT WIRE PROTECTION MODULE WITH R	\$154.00	\$154.00	1	10.00%	\$138.60
SURGE	207	1	DSTSJADP	HORIZONTAL RACK BUS BAR FOR TSJ AND	\$88.00	\$88.00	1	10.00%	\$79.20
UPS	207	1	DS917015D4N0006	UPS, 9170 18KVA/15KW, 6 MIN RUN	\$27,240.00	\$27,240.00	1	10.00%	\$24,516.00
SPARES	147	1	SQM01SUM0194	S2500 MULTIPROTOCOL WAN ROUTER			1	10.00%	
SPARES	147	1	CA01446AA	ADD: BASE ROUTER W/T1 MODULE	\$3,900.00	\$3,900.00	1	10.00%	\$3,510.00
SPARES	147	1	CLN1836	2610-24 ETHERNET SWITCH	\$2,250.00	\$2,250.00	1	10.00%	\$2,025.00
SPARES	112	1	DLN6566	FRU: GTR 8000 TRANSCIVER 700/800 M	\$1,200.00	\$1,200.00	1	15%	\$1,020.00
SPARES	112	1	DLN6567	FRU: GTR 8000 PA 700/800 MHZ	\$1,200.00	\$1,200.00	1	15%	\$1,020.00
SPARES	112	1	DLN6634	FRU: 700/800 MHZ SITE LNA	\$1,000.00	\$1,000.00	1	15%	\$850.00
SPARES	112	1	DLN1306	FRU: 700/800 MHZ CABINET LNA	\$1,000.00	\$1,000.00	1	15%	\$850.00
SPARES	112	1	DLN6677	FRU: GTR 8000 SR, CIRCUIT, IP X-HUB	\$3,500.00	\$3,500.00	1	15%	\$2,975.00
Rx Ant	207	1	DSSC479HF1LDFE576	9 DBD G 25% NULL FILL, 746-869 25 K	\$5,732.00	\$5,732.00	1	10.00%	\$5,158.80
Rx Ant	207	2	DQCLAMP006A	SINGLE CLAMP FOR SC479 ANTENNA (2 R	\$589.00	\$1,178.00	2	10.00%	\$1,060.20
Rx Ant	207	1	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP	\$26.00	\$26.00	1	10.00%	\$23.40
TX Ant 1	207	1	DSSC479HF1LDFE576	9 DBD G 25% NULL FILL, 746-869 25 K	\$5,732.00	\$5,732.00	1	10.00%	\$5,158.80
TX Ant 1	207	2	DQCLAMP006A	SINGLE CLAMP FOR SC479 ANTENNA (2 R	\$589.00	\$1,178.00	2	10.00%	\$1,060.20
UPPERJUM PR	207	2	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP	\$26.00	\$52.00	2	10.00%	\$46.80
UPPERJUM PR	207	2	TDN9289	CABLE WRAP WEATHERPROOFING	\$22.00	\$44.00	2	10.00%	\$39.60
MAINLINE	207	390	L1713	CABLE: 1-1/4" LDF HELIAX POLY JKT P	\$14.00	\$5,460.00	390	10.00%	\$4,914.00
MAINLINE	207	2	DSL6TDFPS	1-1/4" 7-16 DIN FEMALE POSITIVE STO	\$111.00	\$222.00	2	10.00%	\$199.80
MAINLINE	207	8	TDN7547	1-1/4" CABLE GROUND CLAMP KIT	\$25.50	\$204.00	8	10.00%	\$183.60

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Use or disclosure of this proposal is
subject to the restrictions on the title page

Block	APC	Qty	Nomenclature	Description	Unit List (DUP)	EXT List (DUP)	Total Qty	HGAC Discou nt	Equipment Total
MAINLINE	207	3	DSL6SSGRIP	1-1/4" SUPPORT HOIST GRIP	\$52.00	\$156.00	3	10.00%	\$140.40
ANTACC	207	15	TDN7519	1-1/4" CABLE HANGER KIT STAINLESS	\$27.00	\$405.00	15	10.00%	\$364.50
SURGE	207	1	DSDSXLDMABF	PCS MICRO FILTER PROTECTOR 700 MHz- 2	\$165.00	\$165.00	1	10.00%	\$148.50
SURGE	207	1	DSGSAKITD	GROUND STRAP KIT - DIN	\$30.00	\$30.00	1	10.00%	\$27.00
SURGE	207	1	DSNX305	NX3-05 NET GUARD LIGHTNING RJ45	\$100.00	\$100.00	1	10.00%	\$90.00
SURGE	207	1	DSNX91000461	GROUNDING BRACKET FOR PPC NX3-05 UN	\$11.00	\$11.00	1	10.00%	\$9.90
LOWERJU MPR	207	2	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP	\$26.00	\$52.00	2	10.00%	\$46.80
ANTACC	207	1	DDN9743	TORQUE WRENCH KIT FOR 7-16 DIN & TY	\$199.00	\$199.00	1	10.00%	\$179.10
TX Ant 2	207	1	DSSC479HF1LDFE576 5	9 DBD G 25% NULL FILL, 746-869 25 K	\$5,732.00	\$5,732.00	1	10.00%	\$5,158.80
TX Ant 2	207	2	DQCLAMP006A	SINGLE CLAMP FOR SC479 ANTENNA (2 R	\$589.00	\$1,178.00	2	10.00%	\$1,060.20
TX Ant 2	207	1	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP	\$26.00	\$26.00	1	10.00%	\$23.40

FIRST AMENDMENT TO
COMMUNICATIONS SYSTEM AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to Communications System Agreement is made and entered into by and between MOTOROLA, INC., a Delaware corporation, hereinafter designated "Motorola," and HARRIS COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter designated the "County."

WITNESSETH:

WHEREAS, Motorola and Fort Bend County will enter into a Communications System Agreement for the acquisition and installation of equipment to implement a 3-Site ASTRO P25 Simulcast System operating on the Harris County Regional Radio System, hereinafter designated the "Agreement;" and

WHEREAS, the sites are located at the Fort Bend County Sheriff's Office, which Fort Bend County maintains; in Missouri City, which the City maintains; and in Clodine, which the County maintains; and

WHEREAS, the equipment will be acquired with Homeland Security Grant Program funds; and

WHEREAS, subsection 17.2 of the Agreement authorizes Fort Bend County to assign its rights under the Agreement to equipment for the Clodine site to the County provided that the County agrees to be bound by the terms of the Agreement, except for the financial obligations in subsection 5.1 thereof; and

WHEREAS, contemporaneous with the Agreement, Fort Bend County and the County will enter into an agreement which assigns Fort Bend County's rights under the Agreement to equipment for the Clodine site to the County; and

WHEREAS, the parties desire to enter into a First Amendment to the Agreement which modifies some of the rights and responsibilities under the Agreement;

NOW, THEREFORE, Motorola and the County, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.

Motorola expressly acknowledges that the County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to the County by Motorola shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

II.

The County has not specifically allocated any funds for the purpose of meeting its obligations under the Agreement, however the County may appropriate funds from time to time as necessary to perform its obligations thereunder. In the event the County shall fail or refuse to appropriate or expend funds necessary to perform any obligation thereunder, the sole remedy of Motorola shall be to terminate the Agreement. Notwithstanding this or any other provision of the Agreement, under no circumstances will the County be obligated under the Agreement to appropriate or expend any funds for or in the performance of the Agreement.

III.

Any notice permitted or required to be given by Motorola to the County under the Agreement may be given by registered or certified United States mail, postage prepaid, return receipt requested, addressed to Harris County, Attention: County Judge, Harris County Administration Building, 1001 Preston, 9th Floor, Houston, Texas 77002, with a photocopy to Harris County Information Technology Center, Attention: Chief Information Officer, 406 Caroline, 4th Floor, Houston, Texas 77002.

IV.

Notwithstanding any provision in the Agreement to the contrary, the County will perform its obligations thereunder only to the extent allowed by the laws and constitution of the State of Texas.

[END OF PAGE – SIGNATURE PAGE FOLLOWS]

EXECUTED in quadruplicate originals on this _____ day of OCT 26 2010 2010.

MOTOROLA, INC.

By 

Printed Name: Edward Fuerst

Printed Title: MSSI Vice President

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY

By M. Scott Bresk
M. SCOTT BRESK
Assistant County Attorney

By Ed Emmett
ED EMMETT
County Judge

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

OCT 26 2010

APPROVE _____
 Recorded Vol _____ Page _____

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 OCT 26 2010 2010, with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia R. 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 THE COUNTY JUDGE TO EXECUTE THE ASSIGNMENT FROM FORT BEND COUNTY TO HARRIS COUNTY, THE PROPERTY TRANSFER RECORD AGREEMENT BETWEEN FORT BEND COUNTY AND HARRIS COUNTY, AND THE FIRST AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT BETWEEN MOTOROLA, INC., AND HARRIS COUNTY IN CONNECTION WITH EQUIPMENT WHICH IS TO BE PURCHASED WITH HOMELAND SECURITY GRANT PROGRAM FUNDS AND INSTALLED AT HARRIS COUNTY'S TOWER SITE IN CLODINE TO IMPLEMENT A 3-SITE ASTRO P25 SIMULCAST SYSTEM OPERATING ON THE HARRIS COUNTY REGIONAL RADIO SYSTEM

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 Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. El Franco Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Sylvia R. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jerry 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:

WHEREAS, Motorola, Inc., and Fort Bend County will enter into a Communications System Agreement for the acquisition and installation of equipment to implement a 3-Site ASTRO P25 Simulcast System operating on the Harris County Regional Radio System; and

WHEREAS, the sites are located at the Fort Bend County Sheriff's Office, which Fort Bend County maintains; in Missouri City, which the City maintains; and in Clodine, which Harris County maintains; and

WHEREAS, the equipment will be acquired with Homeland Security Grant Program funds; and

WHEREAS, subsection 17.2 of the Communications System Agreement authorizes Fort Bend County to assign its rights under the Agreement to equipment for the Clodine site to Harris County; and

WHEREAS, contemporaneous with the Communications System Agreement, Fort Bend County and Harris County desire to enter into an agreement which assigns Fort Bend County's rights under the Agreement to equipment for the Clodine site to Harris County; and

WHEREAS, contemporaneous with the Communications System Agreement, Fort Bend County and Harris County desire to enter into a Property Transfer Record Agreement for the Governor's Division of Emergency Management, in connection with the use of Homeland Security Grant Program funds; and

WHEREAS, contemporaneous with the Communications System Agreement, Motorola, Inc., and Harris County desire to enter into a First Amendment to Communications System Agreement which modifies some of the rights and responsibilities under the Agreement; and

WHEREAS, the Commissioners Court of Harris County, Texas, has determined, and hereby determines, that it is in the best interest of Harris County to acquire rights to the equipment at the Clodine site and enter into the agreements to accomplish this purpose;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS, THAT:

Section 1: The recitals set forth in this Order are true and correct.

Section 2: The Harris County Judge is authorized to execute, for and on behalf of Harris County, an Assignment from Fort Bend County to Harris County, a Property Transfer Record Agreement between Fort Bend County and Harris County, and a First Amendment to Communications System Agreement between Motorola, Inc., and Harris County, the Assignment, Property Transfer Record Agreement, and First Amendment to Communications System Agreement being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 3: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.