

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

# INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND THE CITY OF ROSENBERG

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 Rosenberg**, 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 300 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 15<sup>th</sup> 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 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 1<sup>st</sup> and 15<sup>th</sup> day of a given month will be charged air time for the entire month. Radios added after the 15<sup>th</sup> 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 upon signature of County and end on **September 30, 2013**, 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, 7<sup>th</sup> Floor  
Richmond, Texas 77469  
Fax No. (281) 341-8609

**To City:** City of Rosenberg  
Attention: Mayor  
P.O. Box 32  
Rosenberg, Texas 77471

**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.**  
**INDEMNITY AND HOLD HARMLESS**

**12.01** THE FIRE DEPARTMENT AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES (WHETHER 1ST PARTY OR 3RD PARTY) AND RELATED COSTS, FOR PERSONAL INJURY DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE OF THE FIRE DEPARTMENT'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE FIRE DEPARTMENT'S SOLE NEGLIGENCE OR ITS SOLE INTENTIONAL ACT OR OMISSION OR WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF THE FIRE DEPARTMENT AND ANY OTHER PERSON, OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE FIRE DEPARTMENT AND OTHER PERSON OR ENTITY.

**12.02** 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.

12.03 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.

### 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: 3-26-2013

ATTEST: \_\_\_\_\_

Dianne Wilson, County Clerk

#### CITY OF ROSENBERG, TEXAS

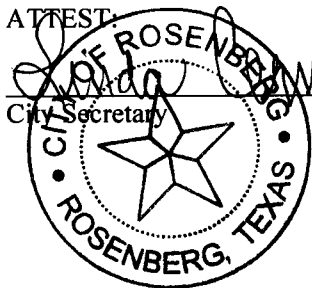
By: \_\_\_\_\_

Mayor

Date: March 5, 2013

ATTEST: \_\_\_\_\_

City Secretary



MTR/nm: RosenbergRadio : 3357- (10/05/12)

# EXHIBIT A

# Rosenberg PD X-Change

## Genwatch

Alias	Display ID	Serial Number	Notes	Date Modify
FDM-B2	I763201	500CFC1125		3/1/2012 10:06:01 pm
Out for Repair	I737381	205CFZ4025		2/12/2013 07:33:21 pm
PM-88	I714775	500CLB0114		4/7/2012 02:31:15 pm
PM-91	I714776	500CLB0115		4/7/2012 02:31:43 pm
PM-87	I714777	500CLB0116		4/7/2012 02:32:05 pm
PM-92	I714778	500CLB0118		4/7/2012 02:32:24 pm
PM-93	I714779	500CLB0119		4/7/2012 02:32:45 pm
PM-89	I714780	500CLB0117		1/31/2013 02:03:21 pm
Becerra-517	I719053	205MPT00J5		10/4/2012 12:15:46 pm
Gracia-200	I723681	721CCS0058	CHANGED SER. #	10/4/2012 12:15:55 pm
Brady-507	I723682	721CCY1463		10/4/2012 12:15:35 pm
Sally-CID	I723683	721CCY1464		10/4/2012 12:11:55 pm
FDP E1-C	I723757	721CDA0699	changed alias & ID #	10/4/2012 01:42:42 pm
FDP E1-B	I723754	721CDA0701		10/4/2012 01:42:50 pm
FDP BAT1-A	I723755	721CDA0703		10/4/2012 01:42:56 pm
FDP SQD1-D	I723756	721CDA0704		10/4/2012 01:43:03 pm
FDP E1-D	I723758	721CDA0700		10/4/2012 01:43:09 pm
FDP E1-A	I723759	721CDA0702		10/4/2012 01:43:25 pm
Warren-201	I723762	721CDA0402		10/4/2012 12:16:07 pm
DAVID SO	I723763	721CDA0403		
PWP CS1	I723766	205CDC0480		4/7/2012 02:38:07 pm
FDP SQD1-A	I724453	721CLK0686		10/4/2012 01:43:36 pm
PM-95	I724494	500CLD0133	was keying as 94 should show 95	6/11/2012 08:43:46 am
PM-94	I724495	500CLD0134	Was keying as 95-should be 94	6/11/2012 08:43:19 am
Repair	I737354	205CFZ3933	sent in for repair, would not stay on Channel One	4/10/2012 11:57:03 am
Slater-307	I737355	205CFZ3934		10/4/2012 12:18:01 pm
Schnacky-540	I737356	205CFZ3935		10/4/2012 04:31:20 pm
Nichols-513	I737357	205CFZ3936		10/4/2012 12:19:08 pm
Castillo-601	I737358	205CFZ3937		10/4/2012 12:15:06 pm
Weishierner-527	I737359	205CFZ3938		10/4/2012 12:19:33 pm
Dispatch	I737360	205CFZ3939		4/7/2012 02:43:19 pm
Kreusch-506	I737361	205CFZ3940	sent in for service 3/8/12 ktru-506	10/4/2012 12:21:10 pm
Soltura-310	I737362	205CFZ3941		1/3/2013 06:37:11 pm



DISP-PD	I737363	205CFZ3942	4/7/2012 02:44:42 pm
Pannell-514	I737364	205CFZ3943	10/4/2012 11:32:55 am
Animal Control-299	I737365	205CFZ3944	10/4/2012 12:26:15 pm
Thompson-515	I737366	205CFZ3945	10/4/2012 12:29:38 pm
Dailey-521	I737367	205CFZ3946	10/4/2012 12:33:16 pm
Repair	I737368	205CFZ3947	2/12/2013 06:20:10 pm
Moseley-533	I737369	205CFZ3948	4/7/2012 02:48:49 pm
Eder-508	I737370	205CFZ4014	10/4/2012 12:36:05 pm
White-544	I737371	205CFZ4015	10/4/2012 12:36:58 pm
Bradley-532	I737372	205CFZ4016	10/4/2012 01:27:35 pm
Baker-304	I737373	205CFZ4017	10/4/2012 01:28:54 pm
Segura Daniel-529	I737374	205CFZ4018	10/25/2012 06:58:33 pm
Kraus-528	I737375	205CFZ4019	10/4/2012 01:31:19 pm
Bostic-525	I737376	205CFZ4020	10/4/2012 01:32:08 pm
Flores-518	I737377	205CFZ4021	4/7/2012 02:51:35 pm
Roy-526	I737378	205CFZ4022	4/7/2012 02:51:58 pm
Rivera-519	I737379	205CFZ4023	10/4/2012 01:32:31 pm
Delgado D-516	I737380	205CFZ4024	10/25/2012 07:02:33 pm
Rogers-301	I737382	205CFZ4026	10/4/2012 01:33:28 pm
Walden-512	I737383	205CFZ4027	10/4/2012 01:33:58 pm
Clarke-543	I737385	205CFZ4029	4/7/2012 02:54:07 pm
REPAIR	I737386	205CFZ4030	2/12/2013 07:34:43 pm
Animal Control-298	I737387	205CFZ4031	10/4/2012 01:36:09 pm
Hooper-306	I737388	205CFZ4032	10/4/2012 01:35:54 pm
Price-546	I737389	205CFZ4033	10/4/2012 01:37:35 pm
Monfort-502	I737390	205CFZ4034	10/4/2012 01:37:55 pm
FD ST2-1A	I737707	721CEE2261	10/4/2012 01:44:18 pm
FD ST2-1D	I737708	721CEE2262	10/4/2012 01:44:28 pm
FDP E2-C	I737942	721CGM2433	10/4/2012 01:44:34 pm
FDP E2-D	I737943	721CGM2434	10/4/2012 01:44:41 pm
FD ST2-1B	I737944	721CGM2435	10/4/2012 01:44:49 pm
FD ST2-1C	I737945	721CGM2436	10/4/2012 01:44:58 pm
FDP E2-B	I737946	721CGM2437	10/4/2012 01:45:24 pm
FDP E2-A	I737947	721CGM2438	10/4/2012 01:45:34 pm
CEM-12	I747067	514CJM3684	4/7/2012 02:57:56 pm
PM-75	I747068	500CJM1799	4/7/2012 02:58:15 pm

Changed from Sonn-522

Changed from Soltura  
Changed from Clarke

10-4-2012

PM-78	I747069	500CJM1802	10/4/2012 01:45:46 pm
PM-77	I747074	500CJM1800	4/7/2012 03:00:15 pm
CEM-11	I747077	514CJM3667	4/7/2012 03:01:00 pm
WM-77	I747078	514CJM3668	
PWB 1	I747079	514CJM3662	10/4/2012 03:10:09 pm
PM-13	I747080	514CJM3682	
WM-1	I747081	514CJM3674	4/19/2012 11:48:00 am
PM-79	I747082	500CJM1798	10/4/2012 01:46:05 pm
PW-04	I747084	514CJM3687	4/7/2012 03:02:37 pm
PM-09	I747085	514CJM3697	
WM-15	I747089	514CJM3677	4/19/2012 11:48:30 am
WM-06	I747090	514CJM3658	4/7/2012 03:03:10 pm
WM-10	I747091	514CJM3661	4/7/2012 03:03:33 pm
CEM-10	I747092	514CJM3685	4/7/2012 03:03:49 pm
WM-13	I747093	514CJM3691	4/7/2012 03:04:13 pm
Spare	I747094	514CJM3676	4/7/2012 03:04:36 pm
SM-23	I747095	514CJM3680	4/7/2012 03:05:15 pm
SM-12	I747097	514CJM3660	4/7/2012 03:05:50 pm
PW-11	I747098	514CJM3656	4/7/2012 03:06:10 pm
PW-03	I747099	514CJM3665	4/7/2012 03:06:42 pm
WM-14	I747100	514CJM3657	4/7/2012 03:07:10 pm
SM-74	I747101	514CJM3690	4/7/2012 03:07:25 pm
WM-09	I747104	514CJM3659	4/7/2012 03:08:15 pm
CEM-06	I747107	514CJM3689	4/7/2012 03:08:38 pm
CEM-13	I747110	514CJM3675	4/7/2012 03:09:01 pm
SM-71	I747111	514CJM3695	4/7/2012 03:09:13 pm
CEM-09	I747112	514CJM3694	4/7/2012 03:09:31 pm
Leonhardt-536	I747121	205CJM4050	10/4/2012 01:46:39 pm
Patrol Unassigned	I747122	205CJM4051	1/31/2013 01:56:04 pm
Segura Daryl-531	I747123	205CJM4052	10/25/2012 06:58:53 pm
Delgado J-547	I747124	205CJM4053	10/25/2012 07:02:46 pm
Burch-539	I747125	205CJM4054	10/4/2012 01:48:07 pm
Phillips-509	I747127	205CJM4055	10/4/2012 01:48:29 pm
Munoz-548	I747129	205CJM4057	4/10/2012 11:55:56 am
Johnson Jeff-541	I747130	205CJM4062	10/25/2012 07:03:13 pm
Dunn-202	I747131	205CJM4091	1/8/2013 10:40:12 pm
Escobar-542	I747132	205CJM4092	10/4/2012 01:50:10 pm
DeRoch-523	I747133	205CJM4093	10/4/2012 01:50:29 pm
Jory-203	I747134	205CJM4097	10/4/2012 01:50:43 pm
Crocker-535	I747135	205CJM4099	10/4/2012 01:51:02 pm
Roberts Jazz-530	I747136	205CJM4102	10/25/2012 07:03:31 pm
Leal-503	I747137	205CJM4103	10/4/2012 01:51:54 pm
Havelka-524	I747138	205CJM4104	10/4/2012 01:52:12 pm

Loaned to PD from  
Street 10/4/2012

was roy526 4-2-12

Bauder-520	I747139	205CJM4107		10/4/2012 01:52:39 pm
Pino-308	I747140	205CJM4109		10/4/2012 01:52:56 pm
PW-724-Flores	I747141	205CJM4058		10/4/2012 01:56:05 pm
PW-720-Zwahr	I747142	205CJM4059	Water Department	10/4/2012 01:56:24 pm
PW-704-APARIC	I747143	205CJM4060	Water Department	10/4/2012 01:56:41 pm
PW-705-Hernandez	I747144	205CJM4061	Water Department	10/4/2012 01:56:58 pm
PW/WW-Sotello	I747146	205CJM4063	Water/ Waste	1/31/2013 12:10:35 pm
PW-725-RAMIREZ	I747147	205CJM4064	changed 1/23/13 Water Department	10/4/2012 01:57:37 pm
PW-716-WILLIAMS	I747148	205CJM4065	Water Department	10/4/2012 01:57:51 pm
PW/WW-Reyna III	I747149	205CJM4066	Water Spare changed 1/23/13	1/31/2013 12:08:33 pm
PW-Floater	I747150	205CJM4067	Water Department changed 1/23/13	1/31/2013 12:09:44 pm
PW/WW-Garza	I747151	205CJM4082	Water Spare cahnged 1/23/13	1/31/2013 12:09:09 pm
PP-163	I747153	205CJM4084	Parks	4/7/2012 03:25:55 pm
PP-165-Fajkus	I747156	205CJM4095	Parks	10/4/2012 02:24:43 pm
WW-floater	I747157	205CJM4096	changed 1/23/13	1/31/2013 12:11:16 pm
PW-168-TAYLOR	I747158	205CJM4098	Parks	10/4/2012 02:00:23 pm
PP-161-MCCARTHY	I747159	205CJM4105	Parks/ Department Head	10/4/2012 02:24:54 pm
SP-Ontivers	I747160	205CJM4106	Street change 1/23/13	1/31/2013 12:06:18 pm
PP-164-BENTANCO	I747161	205CJM4110	Parks	10/4/2012 02:25:16 pm
FDP FM-458	I747162	205CJM4073	J. RODGERS	10/4/2012 02:02:19 pm
FDP FM454-Jurek	I747163	205CJM4074	J. JUREK	10/4/2012 02:58:57 pm
Cadenhead-510	I747164	205CJM4076	portable loaned to PD from Street Dept.	10/4/2012 02:21:12 pm
PW-706-DAVIS	I747165	205CJM4077	Water Department	10/4/2012 02:21:28 pm
Henry-305	I747166	205CJM4078		10/4/2012 02:21:45 pm
FDP 6- Johnson Danny	I747167	205CJM4079	LT. JOHNSON	10/25/2012 07:03:49 pm
PW-719-Villarreal	I747168	205CJM4080	Water Department	10/4/2012 02:23:08 pm
Surratt-545	I747169	205CJM4081		10/4/2012 02:23:42 pm
PP-167-Vargus	I747170	205CJM4100	Parks	10/4/2012 02:26:10 pm
Mehling-504	I747171	205CJM4101		10/4/2012 02:26:43 pm
Fleet Maint.	I747172	205CJM4070	Fleet Maint. Spare	4/7/2012 03:34:53 pm
PW-SALINAS	I747173	205CJM4071		10/4/2012 02:27:49 pm
PP-166-Taylor	I747174	205CJM4072	Parks	10/4/2012 02:28:06 pm
CSP-1	I747175	205CJM4075	Customer Service portable	4/7/2012 04:10:09 pm

SP-127-NIETO	I747176	205CJM4085	Street	10/4/2012 02:28:24 pm
Hammack-302	I747177	205CJM4086	portable loaned to PD from Street	10/4/2012 12:31:46 pm
			Change from Cranston to Unassigned -issued to Hammack	
FDP FM-456	I747178	205CJM4087	T. BROWN	10/4/2012 02:28:39 pm
PW-Jasek	I747179	205CJM4088	Water Department changed 1/23/13	1/31/2013 12:07:25 pm
PW-122-PARMA	I747180	205CJM4089		1/31/2013 01:53:21 pm
unassigned	I747181	205CJM4090	Change from CAST-801 to JOVE-501	1/31/2013 11:50:41 am
			Change from Jove-501 to Unassigned loaned from Street	
FD-SPARE	I747182	205CJM4069		10/4/2012 02:30:08 pm
FD-SPARE	I747183	205CJM4108		10/4/2012 02:30:14 pm
FDP FM-459	I747184	205CJM4111	A. CARLIN	10/4/2012 02:30:30 pm
PM-80	I747186	500CJM1796	FD RADIO/LOANED TO PD	3/1/2012 10:02:30 pm
PM-81	I747187	500CJM1797		4/7/2012 04:12:04 pm
Dispatch Base	I747192	276CJM0550		4/7/2012 04:45:57 pm
Dispatch Base	I747194	276CJM0554		10/4/2012 02:30:47 pm
PW-717-Belmarez	I747540	205CJM4068	Water Department	10/4/2012 02:31:16 pm
Macha-538	I755987	205CJP2288		10/4/2012 02:31:50 pm
S Hart-501	I755988	205CJP2289		11/5/2012 12:19:48 pm
PM-66	I757219	500CJV1512		4/7/2012 04:48:25 pm
PM-67	I757220	500CJV1513		4/7/2012 04:48:40 pm
PM-68	I757221	500CJV1514		4/7/2012 04:48:56 pm
PM-70	I757222	500CJV1515		4/7/2012 04:49:11 pm
PM-71	I757223	500CJV1516		4/7/2012 04:49:36 pm
PM-72	I757224	500CJV1517		4/7/2012 04:49:52 pm
PM-73	I757225	500CJV1518		4/7/2012 04:50:07 pm
COMM FD1	I763062	761CEM0128		
COMSOPAT	I763063	761CEM0129		
FD-BASE2	I763064	761CEM0130		10/4/2012 02:33:29 pm
PWA Base	I763065	761CEN0131		4/7/2012 04:50:44 pm
Station2 Base	I763066	761CEN0132		10/4/2012 02:33:54 pm
PD 2A Base	I763067	761CEN0125		10/4/2012 02:34:14 pm
CITY 1A Base	I763068	761CEN0126		4/7/2012 04:52:21 pm
PD 1A Base	I763069	761CEN0127		4/7/2012 04:52:45 pm
Fleet Base	I763175	500CFC0921	Fleet Maint. Base	4/7/2012 04:53:32 pm
CIDM-57	I763177	500CFC0923		10/4/2012 02:35:52 pm
CIDM-58	I763181	500CFC0927		10/4/2012 02:36:01 pm
in comm.	I763185	500CFC1109		4/7/2012 04:57:16 pm
John Johnson - 511	I763187	500CFC1111		10/25/2012 06:41:55 pm
CIDM-25	I763188	500CFC1112	K-9	10/4/2012 02:36:19 pm

in comm.	I763190	500CFC1114		4/7/2012 04:59:40 pm
	I763192	500CFC1116		4/7/2012 05:00:48 pm
in comm.	I763193	500CFC1117		4/7/2012 05:01:19 pm
PDM-Jory Mobile	I763194	500CFC1118	Lt. Jory vehicle	10/4/2012 02:43:28 pm
FDM-2	I763197	500CFC1121		3/1/2012 10:03:13 pm
FDM-BAT1	I763198	500CFC1122		3/1/2012 10:03:42 pm
FDM-CB	I763199	500CFC1123	IN DJs OFFICE	3/1/2012 10:04:25 pm
FDM-FM1	I763200	500CFC1124		3/1/2012 10:04:53 pm
FDM-FM3	I763202	500CFC1126		3/1/2012 10:06:23 pm
FDM-E1	I763203	500CFC1127		3/1/2012 10:06:52 pm
FDM-E3	I763205	500CFC1129		2/12/2013 08:22:02 pm
FDM-E4	I763206	500CFC1130		3/1/2012 10:08:27 pm
FDM-E2	I763207	500CFC1131		3/1/2012 10:08:51 pm
FDM-R1	I763208	500CFC1132		3/1/2012 10:09:21 pm
Meek-303	I763338	205CFZ3932		10/4/2012 02:46:50 pm
in comm.	I763459	500CFZ0596		4/7/2012 05:03:50 pm
PM-91	I763460	500CFZ0597		10/14/2012 02:45:53 pm
CIDM	I763461	500CFZ0598		10/4/2012 02:53:17 pm
FDM-SQD1	I763462	500CFZ0599		10/4/2012 02:53:49 pm
PM-83	I763463	500CFZ0600		10/4/2012 02:55:09 pm
ID-VAN	I763464	500CFZ0601		4/7/2012 05:05:19 pm
JAIL-VAN	I763465	500CFZ0602		4/7/2012 05:05:35 pm
PM-82	I763466	500CFZ0603		10/4/2012 02:55:28 pm
PM-59	I763467	500CFZ0604		10/4/2012 02:55:35 pm
FDP SQD-1D	I763468	205CFZ3899		10/22/2012 10:46:22 pm
FDP-COMM	I763469	205CFZ3900		3/1/2012 10:11:42 pm
	I763470	205CFZ3901-	taken out of service for repairs 5/7/12 DGJ	2/12/2013 07:38:25 pm
FDP FM1-A	I763471	205CFZ3902		10/4/2012 02:56:18 pm
FDP-57	I763472	205CFZ3903	R. TODISH	3/1/2012 10:13:05 pm
FDP 2A-Himly	I763473	205CFZ3904	ASST. D. HIMLY	10/4/2012 03:10:57 pm
FDP FM3-A	I763474	205CFZ3905	reassigned 5/7/12 DGJ	10/4/2012 02:56:43 pm
Reyes-801	I763475	205CFZ3906		1/7/2013 11:11:29 am
FDP SPARE	I763476	205CFZ3907		3/1/2012 10:15:22 pm
FDP SPARE	I763477	205CFZ3908		3/1/2012 10:15:55 pm
FDP SPARE	I763478	205CFZ3909		3/1/2012 10:16:42 pm
FDP 5-Loesch	I763479	205CFZ3910	L. LOESCH	10/4/2012 02:57:42 pm
FD ST1-1E	I763480	205CFZ3911		3/1/2012 10:18:19 pm
FDP SPARE	I763481	205CFZ3912		3/1/2012 10:18:59 pm
FD ST1-1B	I763482	205CFZ3913		3/1/2012 10:20:20 pm
FD ST1-1C	I763483	205CFZ3914		3/1/2012 10:20:43 pm
FDP Spare	I763484	205CFZ3915	updated 1/31/13 DJ	1/31/2013 06:37:02 pm
FDP P10-Smolik	I763485	205CFZ3916	B. SMOLIK	10/4/2012 02:58:18 pm
FD FM455-Garcia	I763486	205CFZ3917	M. GARCIA	10/4/2012 02:59:23 pm
FDP Spare	I763488	205CFZ3919	Spare updated 1/31/13 DJ	1/31/2013 06:39:43 pm
FDP Spare	I763489	205CFZ3920	updated 1/31/13 DJ	1/31/2013 06:40:19 pm

FDP Spare	I763490	205CFZ3921	updated 1/31/13 DJ	1/31/2013 06:40:53 pm
FD Spare	I763491	205CFZ3922	updated 1/31/13 DJ	1/31/2013 06:41:23 pm
FDP SQD-1A	I763492	205CFZ3923		10/22/2012 10:47:35 pm
FDP Spare	I763493	205CFZ3924	updated 1/31/13 DJ	1/31/2013 06:41:53 pm
FD STI-1F	I763494	205CFZ3925		3/1/2012 10:29:15 pm
FDP Spare	I763495	205CFZ3926	updated 1/31/13 DJ	1/31/2013 06:42:23 pm
Stroud-549	I763496	205CFZ3927		1/7/2013 11:12:51 am
FDP Spare	I763497	205CFZ3928	updated 1/31/13 DJ	1/31/2013 06:42:47 pm
Thetford-	I763498	205CFZ3929		10/4/2012 03:05:44 pm
Out for Repair	I763499	205CFZ3930	8-8-12 sent in for repair	2/12/2013 07:39:05 pm
Mirelez-505	I763500	205CFZ3931	Will-503	
			Change mire-503 to	10/4/2012 03:06:11 pm
			mire-505	
PM-90	I703037	500CLB0113		10/4/2012 03:07:53 pm
Fire Admin Base	763184	500CFC1108		10/4/2012 03:08:04 pm
SM-25	747075	514CJM3681		
PW-701-Maresh	I747155	205CJM4094	JOHN MARESH	1/31/2013 01:39:59 pm
			updated 1/31/13	
PDM-99	701960	500CMB0067		1/31/2013 06:18:10 pm
			added 1/31/13 DJ	
PDM-98	701961	500CMB0668		1/31/2013 06:19:01 pm
			added 1/31/13	
SM-03	747117	514CJM3698	street 01-22-03	
SM-01	747119	514CJM3686		1/31/2013 06:25:39 pm
			Street 01-22-01	
Fleetsm-01	747120	514CJM3692	Fleet 01-25-01	
PM-11	747087	514CJM3671	Parks 01-53-11	
SM-22	747083	514CJM3669	Street 01-22-22	
W/WWM-08	747070	514CJM3695	Water 50-54-08	
PP-Patrol	711146	205CDN0180	Parks-Patrol	
CS-2	711170	205ACJ2155	Customer Service CS-2	
CS-3	711180	205ACJ2167	Customer Service- CS3	
PD Dispatch Base	711260	761AZS0270	Dispatch- Base	
PDM-100	714978	500CMB0666	added 1/31/13 DJ	
Litter Control	723765	205CDC0479	Litter Control added	
			1/31/13 DJ	
PDP-511	737384	205CFZ4028	John Johnson added	
			1/31/13 DJ	
PP-162	747152	205CJM4083	Paul Rodgers 162	
			updated 1/31/13 DJ	
PDP-409	747128	205CJM4056	Rick Guerrero updated	
			1/31/13 DJ	
PM-14	747113	514CJM3666	Parks 01-53-14	
			updated 1/31/13 DJ	
SM-20	747109	514CJM3688	Street 01-22-20	
			updated 1/31/13 DJ	
SM-51	747108	514CJM3670	Street 01-22-51	
			updated 1/31/13 DJ	
SM-04	747105	514CJM3693	Street 01-22-04	
			updated 1/31/13 DJ	
SM-24	747103	514CJM3699	Street 01-22-24	
			updated 1/31/13 DJ	
SM-10	747102	514CJM3663	Street 01-22-10	
			updated 1/31/13 DJ	
PM-12	747096	514CJM3664	Parks 01-53-12	
			updated 1/31/13 DJ	
PM-89	747114	514CJM3678	Parks 01-53-89	

WM-09	747115	514CJM3672	updated 1/31/13 DJ Water 50-53-09
WM-12	747116	514CJM3676	updated 1/31/13 DJ Water 50-53-12 updated 1/31/13 DJ

**Records 1 to 269 of 269**

**Exhibit "B"**

**The City of Rosenberg does not have any equipment under the County's maintenance agreement.**



**Exhibit "C"**

**Fort Bend County Smartzone Radio System  
(Member of the Harris County Regional Radio System)**

**Effective January 1, 2003**

**Radio unit Maintenance Agreement under existing ILA between Fort Bend County and Harris County**

**Any agency requesting to have equipment repaired by Harris County can do so under the existing ILA that Fort Bend County has signed with Harris County under Section VI which states:**

*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. 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 invoices within thirty(30) days of the*

**invoices**

*Dates. It is expressly understood that Harris County neither warrants nor Assumes any responsibility for installation or other radio services provided.....*

**If any agency chooses to have their radios repaired by Harris County it is their responsibility to contact the Harris County Central Technology Center (CTC) to have their respective agency information placed under said existing ILA so that repair invoices will be sent directly to their governing body for payment.**

**Repairs do not include equipment not used in conjunction with the 800MHz radio system.**

**Each agency is responsible for all attachments for radios (battery, antenna, speaker-mic)**

## **Exhibit "D"**

### **Fort Bend County Smartzone Radio System** *(member of the Harris county Regional Radio System)*

**Effective January 1, 2003**

#### **Approved Radio Equipment List:**

<b>Motorola MTS2000 Series Portable</b>	<b>Model #'s H01 (UCD,UCF,UCH) 6PW1BN Software Options H37, H38</b>
<b>Motorola XTS5000 Series Portable</b>	<b>Model #'s H18 (UCD,UCF,UCH) 9PW7AN</b>
<b>Motorola MCS2000 Series Mobile</b>	<b>Model #'s M01(UGL,UGM,UGN)6PW4BN Software Options H37, H38</b>
<b>Motorola Astro Spectra Mobile</b>	<b>All Models</b>
<b>Motorola XTL</b>	<b>Models 1500, 2500, 5000</b>

**All other Motorola Model 800MHz trunked radios will be looked at on a case-by-case Basis for approval. All equipment must be new or approved by Radio System Manager.**

**This document applies only to equipment placed in service after the effective date above.**