

13A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

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 Lamar Consolidated Independent School District, a Texas School District, acting herein by and through its Superintendent ("School District").

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 School District's Radio Units on a maintenance plan contracted by the County with a private vendor; and

WHEREAS, the School District 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 School District 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 School District hereby agree as follows:

**SECTION ONE
DEFINITIONS**

- 1.01** "Primary Dispatch System" – A communications system upon which the School District, 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.

**SECTION TWO
OBLIGATIONS OF COUNTY**

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

- A. Allow the School District to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System and provide School District with the same level of Priority Access provided to County.
- B. Provide to the School District a Systems Code Identification Number that will access the County's Radio System, thereby providing a Primary Dispatch System for the School District's Radio Units, up to a maximum of 20 units, as shown and identified (by model number and serial number) in Exhibit A to this Agreement.
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- D. In the event the School District notifies the County pursuant to paragraph 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.

SECTION THREE **OBLIGATIONS OF SCHOOL DISTRICT**

3.01 The School District agrees that during the term of this Agreement it shall:

- A. Use only County approved equipment on the Radio System. During the term of this Agreement, the approved equipment is that equipment that complies with Project 25 Compliance Assessment Program. The County reserves the right to determine and approve equipment to be used on the radio system. The County reserves the right to change or modify this list at any time with written notification to the subscriber.
- B. Assume responsibility for the radios identified in Exhibit A to this Agreement. Any change to the number of radios assigned to School District shall be in accordance with Section Eight of this Agreement.
- C. In the event that any one or more of the Radio Units listed in Exhibit A to this Agreement becomes lost or stolen, the School District shall notify the County of same within twenty-four hours that the School District knows or has reason to know that such Radio Unit or Units have become lost or stolen.
- D. Use the System Code Identification Number described herein to access the County's Radio System as a Primary Dispatch System.
- 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.

SECTION FOUR **ASSIGNABILITY**

4.01 This Agreement is for the benefit of the School District, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer School District) and it shall not be assigned in whole or in part by the School District 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.

SECTION FIVE **PAYMENT OF FEES**

5.01 The School District shall pay the following costs for use of the County's radios:

- A. A monthly fee of \$9.50 per radio; and
- B. Reimbursement for County's actual cost to repair any radio
 - 1. Any radio determined by County to require repair may be sent for service to the current County vendor; and
 - 2. School District shall reimburse County for the actual cost repair, which will be included on the next available invoice.

- 5.02 The County may change the monthly service fee by giving the School District written notice of the increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. Written documentation will be provided upon request to the School District explaining the increase.
- 5.03 The School District shall make any payments due and payable to the County under this Agreement out of its current revenues.
- 5.04 The County shall invoice the School District in the following manner:
- A. The County will invoice air time for the three months prior and including the month of the bill.
 - B. 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
 - C. The County will invoice service contract fees for the three months succeeding the month of the bill.
 - D. In the event the School District increases the total number of radios assigned, 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.
 - E. Any decrease in the number of units shall be reflected in the School District's payments in the same manner as described above for increases in the number of units.
- 5.05 If County determines that the Radio System is substantially unavailable to the School District during any billing period, the County shall make a reasonable adjustment of the fee provided for by this section.

SECTION SIX

TERM AND TERMINATION

- 6.01 The term of this Agreement shall commence upon signature of County and end on **September 30, 2014**. This Agreement shall thereafter automatically renew for additional one year terms unless terminated by either party. All renewals are subject to the price adjustment in Section 5.02 of this Agreement.
- 6.02 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the County or the School District are revoked by the FCC or any successor agency.
- 6.03 The Agreement may be terminated by either Party by providing 30 days notice of the intent to terminate to the other Party. In the event of termination, School District shall still remit payment for services rendered by County.
- 6.04 Upon termination, all radios shall be returned to County no later than 48 hours of the time and date the notice to terminate was received.

SECTION SEVEN

NOTICE

- 7.01 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 School District: Lamar Consolidated
 Independent School District
 Attention: Superintendent
 3911 Avenue I
 Rosenberg, Texas 77471

- 7.02 Either party may change its notice address in accordance with this section.
- 7.03 Any notice hereunder shall be effective upon receipt.

SECTION EIGHT
MODIFICATION OF AGREEMENT

- 8.01 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.

SECTION NINE
COVERAGE

- 9.01 The School District 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 School District's expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the School District herein shall be the sole responsibility of the School District.

SECTION TEN
DEFAULT

- 10.01 If the School District 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 School District, the School District shall be deemed in default under this Agreement.
- 10.02 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 School District 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.

SECTION ELEVEN
INDEMNITY AND HOLD HARMLESS

- 11.01 **INDEMNIFICATION: THE SCHOOL DISTRICT 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 SCHOOL DISTRICT'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE SCHOOL DISTRICT'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 SCHOOL DISTRICT AND ANY OTHER PERSON (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES), OR ENTITY; OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE SCHOOL DISTRICT AND OTHER PERSON OR ENTITY (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES).**
- 11.02 The School District shall provide the County with general liability insurance covering both the County and the School District for liabilities relating to the use of the Radio System. The insurance shall be with carriers and in policy limits acceptable to the County
- 11.03 The School District 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 School District's access to the Radio System.

SECTION TWELVE
ADMINISTRATIVE GUIDELINES

- 12.01 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.

SECTION THIRTEEN
GENERAL

- 13.01 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.
- 13.02 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: _____

11-12-13

ATTEST: _____

Dianne Wilson, County Clerk



ATTEST: _____

Karen Vaeth

**LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

Thomas Randle

Date: _____

10/17/13

Exhibit A: School District's Radio Units, up to a maximum of 20 units, as shown and identified by model number and serial number

EXHIBIT A

**SCHOOL DISTRICT'S RADIO UNITS
UP TO A MAXIMUM OF 20 UNITS**

**AS SHOWN AND IDENTIFIED BY
MODEL NUMBER AND SERIAL NUMBER**

STATE OF TEXAS

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§
§

COUNTY OF FORT BEND

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
CITY OF WESTON LAKES**

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 City of Weston Lakes, a political subdivision of the State of Texas, operating under Chapter 775, Health & Safety Code ("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:

SECTION ONE
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.

SECTION TWO
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 and provide City with the same level of Priority Access provided to County.
- 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 20 units, as shown and identified (by model number and serial number) in Exhibit A to this Agreement.
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- D. In the event the City notifies the County pursuant to paragraph 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.

SECTION THREE **OBLIGATIONS OF CITY**

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

- A. Use only County approved equipment on the Radio System. During the term of this Agreement, the approved equipment is that equipment that complies with Project 25 Compliance Assessment Program. The County reserves the right to determine and approve equipment to be used on the radio system. The County reserves the right to change or modify this list at any time with written notification to the subscriber.
- B. Assume responsibility for the radios identified in Exhibit A to this Agreement. Any change to the number of radios assigned to City shall be in accordance with Section Eight of this Agreement.
- C. In the event that any one or more of the Radio Units listed in Exhibit A to this Agreement becomes lost or stolen, the City shall 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.
- D. Use the System Code Identification Number described herein to access the County's Radio System as a Primary Dispatch System.
- 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.

SECTION FOUR **ASSIGNABILITY**

4.01 This Agreement is for the benefit of the City, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer City) 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.

SECTION FIVE **PAYMENT OF FEES**

- 5.01 The City shall pay the following costs for use of the County's radios:
 - A. A monthly fee of \$9.50 per radio; and
 - B. Reimbursement for County's actual cost to repair any radio
 - 1. Any radio determined by County to require repair may be sent for service to the current County vendor; and
 - 2. City shall reimburse County for the actual cost repair, which will be included on the next available invoice.
- 5.02 The County may change the monthly service fee by giving the City written notice of the increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. Written documentation will be provided upon request to the City explaining the increase.

- 5.03 The City shall make any payments due and payable to the County under this Agreement out of its current revenues.
- 5.04 The County shall invoice the City in the following manner:
- A. The County will invoice air time for the three months prior and including the month of the bill.
 - B. 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
 - C. The County will invoice service contract fees for the three months succeeding the month of the bill.
 - D. In the event the City increases the total number of radios assigned, 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.
 - E. 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.
- 5.05 If County determines that the Radio System is substantially unavailable to the City during any billing period, the County shall make a reasonable adjustment of the fee provided for by this section.

SECTION SIX

TERM AND TERMINATION

- 6.01 The term of this Agreement shall commence upon signature of County and end on **September 30, 2014**. This Agreement shall thereafter automatically renew for additional one year terms unless terminated by either party. All renewals are subject to the price adjustment in Section 5.02 of this Agreement.
- 6.02 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.
- 6.03 The Agreement may be terminated by either Party by providing 30 days notice of the intent to terminate to the other Party. In the event of termination, City shall still remit payment for services rendered by County.
- 6.04 Upon termination, all radios shall be returned to County no later than 48 hours of the time and date the notice to terminate was received.

SECTION SEVEN

NOTICE

- 7.01 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 Weston Lakes
 Attention: Mayor
 Box 1082
 Fulshear, Texas 77441

- 7.02 Either party may change its notice address in accordance with this section.
- 7.03 Any notice hereunder shall be effective upon receipt.

SECTION EIGHT

MODIFICATION OF AGREEMENT

- 8.01 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.

SECTION NINE COVERAGE

- 9.01 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.

SECTION TEN DEFAULT

- 10.01 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.
- 10.02 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.

SECTION ELEVEN INDEMNITY AND HOLD HARMLESS

- 11.01 **INDEMNIFICATION: THE CITY 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 CITY'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE CITY'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 CITY AND ANY OTHER PERSON (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES), OR ENTITY; OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE CITY AND OTHER PERSON OR ENTITY (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES).**
- 11.02 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
- 11.03 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.

SECTION TWELVE ADMINISTRATIVE GUIDELINES

- 12.01 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.

SECTION THIRTEEN
GENERAL

- 13.01 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.
- 13.02 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: _____

11-12-13

ATTEST: _____

Dianne Wilson, County Clerk

CITY OF WESTON LAKES

By: _____

Date: _____

10/22/2013

ATTEST: _____

Exhibit A: City's Radio Units, up to a maximum of 20 units, as shown and identified by model number and serial number

MTR/nm 1/2014 agreements/sheriff/radio/ Weston Lakes (10/08/13)

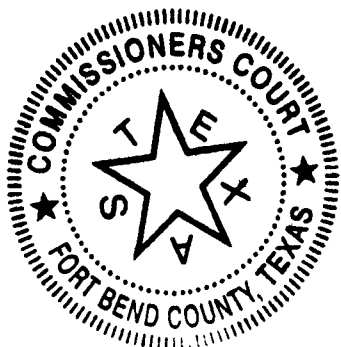


EXHIBIT A

CITY'S RADIO UNITS
UP TO A MAXIMUM OF 20 UNITS

AS SHOWN AND IDENTIFIED BY
MODEL NUMBER AND SERIAL NUMBER

STATE OF TEXAS

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§
§

COUNTY OF FORT BEND

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
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 City of Meadows Place, a political subdivision of the State of Texas, operating under Chapter 775, Health & Safety Code ("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:

**SECTION ONE
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.

**SECTION TWO
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 and provide City with the same level of Priority Access provided to County.
- 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, as shown and identified (by model number and serial number) in Exhibit A to this Agreement.
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- D. In the event the City notifies the County pursuant to paragraph 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.

SECTION THREE **OBLIGATIONS OF CITY**

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

- A. Use only County approved equipment on the Radio System. During the term of this Agreement, the approved equipment is that equipment that complies with Project 25 Compliance Assessment Program. The County reserves the right to determine and approve equipment to be used on the radio system. The County reserves the right to change or modify this list at any time with written notification to the subscriber.
- B. Assume responsibility for the radios identified in Exhibit A to this Agreement. Any change to the number of radios assigned to City shall be in accordance with Section Eight of this Agreement.
- C. In the event that any one or more of the Radio Units listed in Exhibit A to this Agreement becomes lost or stolen, the City shall 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.
- D. Use the System Code Identification Number described herein to access the County's Radio System as a Primary Dispatch System.
- 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.

SECTION FOUR **ASSIGNABILITY**

4.01 This Agreement is for the benefit of the City, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer City) 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.

SECTION FIVE **PAYMENT OF FEES**

- 5.01 The City shall pay the following costs for use of the County's radios:
 - A. A monthly fee of \$9.50 per radio; and
 - B. Reimbursement for County's actual cost to repair any radio
 - 1. Any radio determined by County to require repair may be sent for service to the current County vendor; and
 - 2. City shall reimburse County for the actual cost repair, which will be included on the next available invoice.
- 5.02 The County may change the monthly service fee by giving the City written notice of the increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. Written documentation will be provided upon request to the City explaining the increase.

- 5.03 The City shall make any payments due and payable to the County under this Agreement out of its current revenues.
- 5.04 The County shall invoice the City in the following manner:
- A. The County will invoice air time for the three months prior and including the month of the bill.
 - B. 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
 - C. The County will invoice service contract fees for the three months succeeding the month of the bill.
 - D. In the event the City increases the total number of radios assigned, 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.
 - E. 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.
- 5.05 If County determines that the Radio System is substantially unavailable to the City during any billing period, the County shall make a reasonable adjustment of the fee provided for by this section.

SECTION SIX

TERM AND TERMINATION

- 6.01 The term of this Agreement shall commence upon signature of County and end on **September 30, 2014**. This Agreement shall thereafter automatically renew for additional one year terms unless terminated by either party. All renewals are subject to the price adjustment in Section 5.02 of this Agreement.
- 6.02 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.
- 6.03 The Agreement may be terminated by either Party by providing 30 days notice of the intent to terminate to the other Party. In the event of termination, City shall still remit payment for services rendered by County.
- 6.04 Upon termination, all radios shall be returned to County no later than 48 hours of the time and date the notice to terminate was received.

SECTION SEVEN

NOTICE

- 7.01 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

- 7.02 Either party may change its notice address in accordance with this section.
- 7.03 Any notice hereunder shall be effective upon receipt.

SECTION EIGHT

MODIFICATION OF AGREEMENT

- 8.01 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.

SECTION NINE COVERAGE

- 9.01 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.

SECTION TEN DEFAULT

- 10.01 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.
- 10.02 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.

SECTION ELEVEN INDEMNITY AND HOLD HARMLESS

- 11.01 **INDEMNIFICATION: THE CITY 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 CITY'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE CITY'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 CITY AND ANY OTHER PERSON (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES), OR ENTITY; OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE CITY AND OTHER PERSON OR ENTITY (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES).**
- 11.02 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
- 11.03 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.

SECTION TWELVE ADMINISTRATIVE GUIDELINES

- 12.01 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.

SECTION THIRTEEN
GENERAL

- 13.01 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.
- 13.02 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: _____

11-12-13

ATTEST: _____

Dianne Wilson, County Clerk

CITY OF MEADOWS PLACE

By: _____

Date: _____

10-22-13

ATTEST: _____

Janice M. Moore
City Secretary

Exhibit A: City's Radio Units, ~~up to a maximum of 20 units~~, as shown and identified by model number and serial number

MTR/nm 1/2014 agreements/sheriff/radio/ Meadows Place (10/08/13)

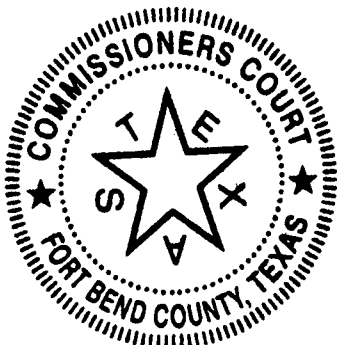


EXHIBIT A

CITY'S RADIO UNITS
UP TO A MAXIMUM OF 37 UNITS

AS SHOWN AND IDENTIFIED BY
MODEL NUMBER AND SERIAL NUMBER

MeadowsPD

		MW810	736SJW0015	
1	709473	Apex 6000	481CNZ4095	01/09/13
2	709474	Apex 6000	481CNZ4096	01/09/13
3	709475	Apex 6000	481CNZ4097	01/09/13
4	709476	Apex 6000	481CNZ4098	01/09/13
5	709477	Apex 6000	481CNZ4099	01/09/13
6	709480	Apex 6000	481CNZ4100	01/09/13
7	710721	MCS	722AXA0108	11/15/96
8	710724	AstroDig	494ACU0631	10/23/02
9	711183	XTS5000	721CCU0228	10/07/02
10	711264	MTS	466AAE3363	3/30/00
11	711265	MTS	466AAE3364	3/30/00
12	711267	MTS	466AAE3366	3/30/00
13	711388	XTS5000	721CCU0229	10/07/02
14	711437	XTS5000	721CCU0232	10/07/02
15	722039	Apex 6000	481CNB1113	02/01/12
16	722041	Apex 6000	481CNB1113	02/01/12
17	722051	Apex 6000	481CNB1114	02/01/12
18	722052	Apex 6000	481CNB1115	02/01/12
19	722053	Apex 6000	481CNB1116	02/01/12
20	722054	Apex 6000	481CNB1117	02/01/12
21	722055	Apex 6000	481CNB1118	02/01/12
22	722056	Apex 6000	481CNB1119	02/01/12
23	722057	Apex 6000	481CNB1121	02/01/12
24	722058	Apex 6000	481CNB1120	02/01/12
25	723606	AstroDig	494ACA2139	04/29/02
26	723607	AstroDig	494ACA2140	04/29/02
27	723633	MCS	722AXU1305	10/27/97
28	737882	XTS5000	721CCU0230	10/07/02
29	742528	XTL5000	500CHZ1132	06/26/08
30	742529	XTL5000	500CHZ1133	06/26/08
31	742530	XTL5000	500CHZ1134	06/26/08
32	742531	XTL5000	500CHZ1131	06/26/08
33	742532	XTS5000	721CJB0139	06/26/08
34	742533	XTS5000	721CJB0137	06/26/08
35	756291	XTL5000	276CJH0330	07/11/08
36	756292	XTL5000	276CJH0331	07/11/08
37	759205	XTL5000	500CLB0353	03/23/10

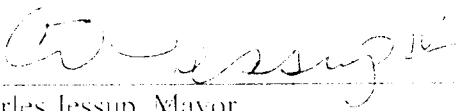
RESOLUTION 2013-09

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY SECRETARY OF THE CITY OF MEADOWS PLACE, TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MEADOWS PLACE, TEXAS, AND THE CITY OF STAFFORD, TEXAS, FOR THE USE OF THE COUNTY'S RADIO SYSTEM, FOR A TERM BEGINNING OCTOBER 1, 2013 AND ENDING ON SEPTEMBER 20, 2014, IN A FORM AS ATTACHED HERETO AND MARKED EXHIBIT "A."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEADOWS PLACE, TEXAS:

1. That the Mayor and the City Secretary of the City of Meadows Place, Texas, are each hereby authorized to execute, for and on behalf of the City of Meadows Place, an interlocal cooperation contract between the City of Meadows Place, Texas and the City of Stafford, Texas, for use of the County's radio system and maintenance plan, in a form as attached hereto and marked Exhibit "A".

PASSED and APPROVED this, 22nd day of October, 2013.


Charles Jessup, Mayor

ATTEST:


Janice M. Moore, City Secretary

(SEAL)

STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

**RADIO AGREEMENT BETWEEN
FORT BEND COUNTY AND PLEAK VOLUNTEER FIRE DEPARTMENT**

This Use 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 Pleak Volunteer Fire Department ("VFD").

WITNESSETH:

WHEREAS, VFD provides fire suppression, rescue and EMS First Responder Services to Fort Bend County residents; and

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 VFD's Radio Units on a maintenance plan contracted by the County with a private vendor; and

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

WHEREAS, this Agreement is made pursuant to Texas Local Government Code Section 352.002.

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

**SECTION ONE
DEFINITIONS**

- 1.01** "Primary Dispatch System" – A communications system upon which the VFD, 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.

**SECTION TWO
OBLIGATIONS OF COUNTY**

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

- A. Allow the VFD to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System and provide VFD with the same level of Priority Access provided to County.
- B. Provide to the VFD a Systems Code Identification Number that will access the County's Radio System, thereby providing a Primary Dispatch System for the VFD's Radio Units, as shown and identified (by model number and serial number) in Exhibit A to this Agreement.
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC.
- D. In the event the VFD notifies the County pursuant to paragraph 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.

SECTION THREE **OBLIGATIONS OF VFD**

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

- A. Use only County approved equipment on the Radio System. During the term of this Agreement, the approved equipment is that equipment that complies with Project 25 Compliance Assessment Program. The County reserves the right to determine and approve equipment to be used on the radio system. The County reserves the right to change or modify this list at any time with written notification to the subscriber.
- B. Assume responsibility for the radios identified in Exhibit A to this Agreement. Any change to the number of radios assigned to VFD shall be in accordance with Section Eight of this Agreement.
- C. In the event that any one or more of the Radio Units listed in Exhibit A to this Agreement becomes lost or stolen, the VFD shall notify the County of same within twenty-four hours that the VFD knows or has reason to know that such Radio Unit or Units have become lost or stolen.
- D. Use the System Code Identification Number described herein to access the County's Radio System as a Primary Dispatch System.
- 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.

SECTION FOUR **ASSIGNABILITY**

4.01 This Agreement is for the benefit of the VFD, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer VFD) and it shall not be assigned in whole or in part by the VFD 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.

SECTION FIVE **PAYMENT OF FEES**

5.01 The VFD shall pay the following costs for use of the County's radios:

- A. A monthly fee of \$9.50 per radio; and
- B. Reimbursement for County's actual cost to repair any radio
 - 1. Any radio determined by County to require repair may be sent for service to the current County vendor; and
 - 2. VFD shall reimburse County for the actual cost repair, which will be included on the next available invoice.

5.02 The County may change the monthly service fee by giving the VFD written notice of the increase at least ninety (90) days in advance of the date on which the increased fees are to become effective. Written documentation will be provided upon request to the VFD explaining the increase.

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- 5.04 The County shall invoice the VFD in the following manner:
- A. The County will invoice air time for the three months prior and including the month of the bill.
 - B. 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
 - C. The County will invoice service contract fees for the three months succeeding the month of the bill.
 - D. In the event the VFD increases the total number of radios assigned, 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.
 - E. Any decrease in the number of units shall be reflected in the VFD's payments in the same manner as described above for increases in the number of units.
- 5.05 If County determines that the Radio System is substantially unavailable to the VFD during any billing period, the County shall make a reasonable adjustment of the fee provided for by this section.

SECTION SIX

TERM AND TERMINATION

- 6.01 The term of this Agreement shall commence upon signature of County and end on **September 30, 2014**. This Agreement shall thereafter automatically renew for additional one year terms unless terminated by either party. All renewals are subject to the price adjustment in Section 5.02 of this Agreement.
- 6.02 This Agreement shall terminate immediately if all or substantially all of the licenses or other necessary authorizations held by either the County or the VFD are revoked by the FCC or any successor agency.
- 6.03 The Agreement may be terminated by either Party by providing 30 days notice of the intent to terminate to the other Party. In the event of termination, VFD shall still remit payment for services rendered by County.
- 6.04 Upon termination, all radios shall be returned to County no later than 48 hours of the time and date the notice to terminate was received.

SECTION SEVEN

NOTICE

- 7.01 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 VFD: Pleak Volunteer Fire Department
 Attn: Fire Chief
 P.O. Box 336
 Richmond, Texas 77469

- 7.02 Either party may change its notice address in accordance with this section.
- 7.03 Any notice hereunder shall be effective upon receipt.

SECTION EIGHT
MODIFICATION OF AGREEMENT

- 8.01 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.

SECTION NINE
COVERAGE

- 9.01 The VFD 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 VFD's expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the VFD herein shall be the sole responsibility of the VFD.

SECTION TEN
DEFAULT

- 10.01 If the VFD 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 VFD, the VFD shall be deemed in default under this Agreement.
- 10.02 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 VFD 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.

SECTION ELEVEN
INDEMNITY AND HOLD HARMLESS

- 11.01 **INDEMNIFICATION: THE VFD 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 VFD'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE VFD'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 VFD AND ANY OTHER PERSON (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES), OR ENTITY; OR THE JOINT INTENTIONAL ACT OR OMISSION OF THE VFD AND OTHER PERSON OR ENTITY (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES).**
- 11.02 The VFD shall provide the County with general liability insurance covering both the County and the VFD for liabilities relating to the use of the Radio System. The insurance shall be with carriers and in policy limits acceptable to the County
- 11.03 The VFD 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 VFD's access to the Radio System.

SECTION TWELVE
ADMINISTRATIVE GUIDELINES

- 12.01 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.

SECTION THIRTEEN
GENERAL

- 13.01 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.
- 13.02 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: _____

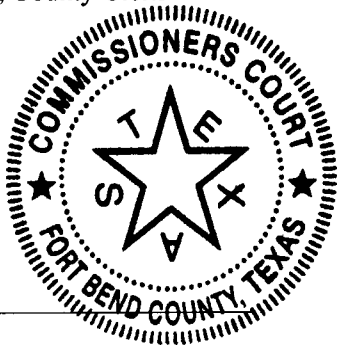
Robert E. Hebert, County Judge

Date: _____

11-12-13

ATTEST: _____

Dianne Wilson, County Clerk



ATTEST: _____

PLEAK VOLUNTEER FIRE DEPARTMENT

By: _____

Jerry Gami, Fire Chief

Date: _____

10-28-13

Exhibit A: VFD's Radio Units, [REDACTED], as shown and identified by model number and serial number

MTR/nm: I/2014 agreements/sheriff/radio/Pleak VFD (10/08/13)

EXHIBIT A

VFD'S RADIO UNITS
UP TO A MAXIMUM OF _____ UNITS

AS SHOWN AND IDENTIFIED BY
MODEL NUMBER AND SERIAL NUMBER

Pleak

701620	XTL2500	514CHX3322	04/30/09
701621	XTL2500	514CHX3318	04/30/09
711292	MTS	466AXJ3070	5/21/97
711293	MTS	466AXJ3071	5/21/97
711294	MTS	466AXJ3072	5/21/97
711295	MTS	466AXJ3073	5/21/97
711296	SPECTRA	581AVU0626	5/23/96
711297	SPECTRA	581AWC0599	5/23/96
711298	MTS	466AWG3075	5/2/96
711299	MTS	466AWG3076	5/2/96
711497	MTS	466AAN4653	7/19/00
711498	MTS	466AAN4654	7/19/00
711499	MTS	466AAN4655	7/19/00
735775	XTS2500	205CHZ6065	03/05/13
735786	XTS2500	205CHZ6064	03/05/13
735787	XTS2500	205CHZ6067	03/05/13
737643	XTS2500	205CGD2051	06/01/06
737644	XTS2500	205CGD2052	06/01/06
739735	XTS2500	205CHB0795	03/15/07
739736	XTS2500	205CHB0796	03/15/07
739737	XTS2500	205CHB0797	03/15/07
739738	XTS2500	205CHB0798	03/15/07
739739	XTS2500	205CHB0739	03/15/07
763042	XTL5000	500CEE0878	05/26/04
763043	XTL5000	500CEG0444	05/26/04
763044	XTL5000	500CEG0445	05/26/04
763082	XTL5000	500CEQ3377	09/15/04