

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
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 City of Rosenberg, 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 Rosenberg
 Attention: Mayor
 P.O. Box 32
 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 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.

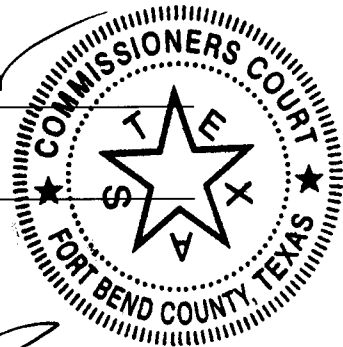
FORT BEND COUNTY, TEXAS

By: _____

Robert E. Hebert, County Judge

Date: _____

12-3-2013



ATTEST: _____

Dianne Wilson

Dianne Wilson, County Clerk

CITY OF ROSENBERG

By: _____

Vincent M. Morales, Jr., Mayor

Date: _____

November 19, 2013

ATTEST: _____

Linda Cernosek



alias	displayid	serialnumber
1 FDM-B2	I763201	500CFC1125
2 OPEN	I710809	#NAME?
3 LOST	I711080	466ATY336-OOS
4 Open XTS Radio	I737381	
5 STOLEN 2	I711253	466AYW1710-OOS
6 PM-88	I714775	500CLB0114
7 PM-91	I714776	500CLB0115
8 PM-87	I714777	500CLB0116
9 PM-92	I714778	500CLB0118
10 PM-93	I714779	500CLB0119
11 PM-108	I714780	500CLB0117
12 Segura Daniel-529	I719053	481CPMB953
13 Open XTS Radio	I723681	721CCS0058
14 KREUSCH-506	I723682	481CPMB976
15 Open XTS Radio	I723683	
16 FDP E4B	I723757	756CNZ2142
17 FDP INSP	I723754	756CNZ2139
18 FDP E4A	I723755	756CNZ2095
19 FDP-SQD1A	I723756	756CNZ2131
20 FDP E3D	I723758	756CNZ2120
21 FDP E4C	I723759	756CNZ2094
22 OOS	I723760	721CDA0705-OOS
23 Open XTS Radio	I723762	721CDA0402
24 Open XTS Radio	I723763	
25 PWP CS1	I723766	205CDC0480
26 FDP E3C	I723773	756CNZ2136
27 FDP-SQD1D	I724453	756CNZ2132
28 PM-95	I724494	500CLD0133
29 PM-94	I724495	500CLD0134
30 Hammack-302	I737354	481CPB1616
31 Phillips-509	I737355	481CPMB977
32 Delgado D-516	I737356	481CPMB954
33 Open XTS Radio2	I737357	205CFZ3936
34 Warren-201	I737358	481CPMB978
35 Open XTS Radio2	I737359	205CFZ3938
36 Open XTS Radio	I737360	205CFZ3939
37 open XTS radio2	I737361	205CFZ3940
38 Bostic-525	I737362	481CPB1641
39 Open XTS Radio	I737363	205CFZ3942
40 Delgado J-547	I737364	481CPB1642
41 Animal Control-299	I737365	205CFZ3944
42 Johnson - 511	I737366	481CPMB955
43 Open XTS Radio	I737367	
44 CARR-550	I737368	481CPMB956
45 Castillo-601	I737369	481CPMB957
46 Open XTS Radio	I737370	

47 Open XTS Radio	I737371	205CFZ4015
48 Leach-307	I737372	481CPMB980
49 Roy-526	I737373	481CPB1643
50 Sally-CID	I737374	481CPMB981
51 Gracia-200	I737375	481CPMB982
52 EATON-523	I737376	481CPMB958
53 Pino-308	I737377	481CPMB959
54 Rivera-519	I737378	481CPMB960
55 Open XTS Radio	I737379	205CFZ4023
56 White-544	I737380	205CFZ4024
57 Slater-206	I737382	481CPMB961
58 Open XTS Radio	I737383	205CFZ4027
59 Open XTS Radio 3	I737385	481CPB1644
60 REPAIR	I737386	205CFZ4030
61 Animal Control-298	I737387	205CFZ4031
62 Hooper-306	I737388	205CFZ4032
63 Open XTS Radio	I737389	205CFZ4033
64 Dispatch 2	I737390	481CPMB987
65 FD HM4	I737707	721CEE2261
66 FDP HM6	I737708	721CEE2262
67 FDP HM3	I737942	721CGM2433
68 FDP HM2	I737943	721CGM2434
69 FDP HM7	I737944	721CGM2435
70 FDP HM5	I737945	721CGM2436
71 FDP HM1	I737946	721CGM2437
72 FDP HM8	I737947	721CGM2438
73 CEM-12	I747067	514CJM3684
74 PM-75	I747068	500CJM1799
75 PM-78	I747069	500CJM1802
76 OOS	I747071	500CJM1801-OOS
77 PM-77	I747074	500CJM1800
78 CEM-11	I747077	514CJM3667
79 WM-77	I747078	514CJM3668
80 PWB 1	I747079	514CJM3662
81 PM-13	I747080	514CJM3682
82 WM-1	I747081	514CJM3674
83 PM-79	I747082	500CJM1798
84 PW-04	I747084	514CJM3687
85 PM-09	I747085	514CJM3697
86 WM-15	I747089	514CJM3677
87 WM-06	I747090	514CJM3658
88 WM-10	I747091	514CJM3661
89 CEM-10	I747092	514CJM3685
90 WM-13	I747093	514CJM3691
91 WM-16	I747094	514CJM3676
92 SM-23	I747095	514CJM3680
93 SM-12	I747097	514CJM3660

94 PW-11	I747098	514CJM3656
95 PW-03	I747099	514CJM3665
96 WM-14	I747100	514CJM3657
97 SM-74	I747101	514CJM3690
98 WM-09	I747104	514CJM3659
99 CEM-06	I747107	514CJM3689
100 CEM-13	I747110	514CJM3675
101 SM-71	I747111	514CJM3695
102 CEM-09	I747112	514CJM3694
103 Open XTS Radio	I747121	205CJM4050
104 Patrol Unassigned	I747122	205CJM4051
105 Open XTS Radio	I747123	
106 Open XTS Radio3	I747124	205CJM4053
107 Open XTS Radio2	I747125	205CJM4054
108 Open XTS Radio	I747127	205CJM4055
109 Open XTS Radio	I747129	205CJM4057
110 Open XTS Radio	I747130	
111 Open XTS Radio	I747131	205CJM4091
112 open XTS radio 1	I747132	205CJM4092
113 Open XTS radio 1	I747133	205CJM4093
114 Open XTS Radio	I747134	
115 Open XTS Radio2	I747135	205CJM4099
116 open XTS radio 1	I747136	205CJM4102
117 Open XTS Radio 1	I747137	205CJM4103
118 Open XTS Radio2	I747138	205CJM4104
119 Open XTS Radio	I747139	205CJM4107
120 Open XTS Radio	I747140	
121 PW-724-Flores	I747141	205CJM4058
122 PW-720-Zwahr	I747142	205CJM4059
123 PW-704-APARIC	I747143	205CJM4060
124 PW-705-Hernandez	I747144	205CJM4061
125 PW/WW-Sotello	I747146	205CJM4063
126 PW-725-RAMIREZ	I747147	205CJM4064
127 PW-716-WILLIAMS	I747148	205CJM4065
128 PW/WW-Reyna III	I747149	205CJM4066
129 PW-Floater	I747150	205CJM4067
130 PW/WW-Garza	I747151	205CJM4082
131 PP-163	I747153	205CJM4084
132 PP-165-Fajkus	I747156	205CJM4095
133 WW-floater	I747157	205CJM4096
134 PW-168-TAYLOR	I747158	205CJM4098
135 PP-161-MCCARTHY	I747159	205CJM4105
136 SP-Ontivers	I747160	205CJM4106
137 PP-164-BENTANCO	I747161	205CJM4110
138 FDP E1E	I747162	756CNZ2126
139 FDP E1F	I747163	756CNZ2111
140 open XTS radio 1	I747164	205CJM4076

141 PW-706-DAVIS	I747165	205CJM4077
142 Open XTS Radio	I747166	205CJM4078
143 FDP E2B	I747167	756CNZ2140
144 PW-719-Villarreal	I747168	205CJM4080
145 Open XTS Radio3	I747169	205CJM4081
146 PP-167-Vargus	I747170	205CJM4100
147 Open XTS Radio2	I747171	205CJM4101
148 Fleet Maint.	I747172	205CJM4070
149 PW-SALINAS	I747173	205CJM4071
150 PP-166-Taylor	I747174	205CJM4072
151 CSP-1	I747175	205CJM4075
152 SP-127-NIETO	I747176	205CJM4085
153 Open XTS Radio3	I747177	205CJM4086
154 FDP E4D	I747178	756CNZ2099
155 PW-Jasek	I747179	205CJM4088
156 PW-122-PARMA	I747180	205CJM4089
157 Open XTS Radio	I747181	
158 FD-SPARE	I747182	205CJM4069
159 FDP SQD2A	I747183	756CNZ2119
160 Fmp 454	I747184	756CNZ2141
161 PM-80	I747186	500CJM1796
162 PM-81	I747187	500CJM1797
163 Dispatch Base	I747192	276CJM0550
164 Dispatch Base	I747194	276CJM0554
165 PW-717-Belmarez	I747540	205CJM4068
166 Open XTS Radio 3	I755987	481CPB1645
167 ERAZO-551	I755988	481CPMB967
168 PM-66	I757219	500CJV1512
169 PM-107	I757220	500CJV1513
170 PM-68	I757221	500CJV1514
171 PM-70	I757222	500CJV1515
172 PM-71	I757223	500CJV1516
173 PM-72	I757224	500CJV1517
174 PM-73	I757225	500CJV1518
175 COMM FD1	I763062	761CEM0128
176 COMSOPAT	I763063	761CEM0129
177 FD-BASE2	I763064	761CEM0130
178 PWA Base	I763065	761CEN0131
179 Segura Daryl-531	I763066	481CPMB968
180 PD 2A Base	I763067	761CEN0125
181 CITY 1A Base	I763068	761CEN0126
182 PD 1A Base	I763069	761CEN0127
183 Fleet Base	I763175	500CFC0921
184 Becerra-517	I763176	481CPB1624
185 Nichols-513	I763177	481CPB1625
186 Thompson-515	I763178	481CPB1626
187 Hooper-306	I763179	481CPB1635

188 Crocker-535	I763180	481CPB1627
189 Out for repair	I763181	481CPB1628
190 Schnacky-540	I763182	481CPB1636
191 OOS	I763183	500CFC0929-OOS
192 Jory-203	I763185	481CPB1629
193 Weishiemer-527	I763186	481CPB1630
194 Surratt-545	I763187	481CPB1637
195 CIDM-25	I763188	500CFC1112
196 Marmol-552	I763189	481CPB1631
197 LEAL-503	I763190	500CFC1114
198 in comm.	I763191	500CFC1115-OOS
199 Havelka-524	I763192	481CPB1633
200 in comm.	I763193	500CFC1117
201 PDM-Jory Mobile	I763194	500CFC1118
202 Flores-518	I763195	481CPB1638
203 Burch-539	I763196	481CPB1632
204 FDM-2	I763197	500CFC1121
205 FDM-BAT1	I763198	500CFC1122
206 FDM-CB	I763199	500CFC1123
207 FDM-FM1	I763200	500CFC1124
208 FDM-FM3	I763202	500CFC1126
209 Thetford-534	I763203	481CPB1639
210 Hart-501	I763204	481CPB1640
211 FDM-E3	I763205	500CFC1129
212 FDM-E4	I763206	500CFC1130
213 FDM-E2	I763207	500CFC1131
214 FDM-R1	I763208	500CFC1132
215 Kraus-528	I763338	481CPMB69
216 in comm.	I763459	500CFZ0596
217 PM-91	I763460	500CFZ0597
218 CIDM	I763461	500CFZ0598
219 FDM-SQD1	I763462	500CFZ0599
220 PM-83	I763463	500CFZ0600
221 ID-VAN	I763464	500CFZ0601
222 JAIL-VAN	I763465	500CFZ0602
223 PM-82	I763466	500CFZ0603
224 PM-59	I763467	500CFZ0604
225 FDP PIO SMOLIK	I763468	756CNZ2133
226 FDP E2D	I763469	756CNZ2134
227	I763470	205CFZ3901-
228 FDP SPARE	I763471	756CNZ2124
229 FDP-E2A	I763472	756CNZ2112
230 FDP SPARE	I763473	756CNZ2118
231 FDP SQD1B	I763474	756CNZ2138
232 Open XTS Radio	I763475	
233 FDP E3E	I763476	756CNZ2144
234 Open XTS Radio	I763477	

235 FDP SQD2D	I763478	756CNZ2121
236 FDP 1	I763479	756CNZ2123
237 FDP SPARE	I763480	756CNZ2106
238 open XTS radio 1	I763481	205CFZ3912
239 FDP E2C	I763482	756CNZ2122
240 FDP BATT1	I763483	756CNZ2135
241 FDP Spare	I763484	205CFZ3915
242 FDP P10-Smolik	I763485	205CFZ3916
243 FDP ADAMS	I763486	756CNZ2109
244 OOS	I763487	205CFZ3918-OOS
245 FDP Spare	I763488	756CNZ2113
246 FDP Spare	I763489	205CFZ3920
247 Dailey-309	I763490	481CPMB970
248 Fain-406	I763491	481CPMB997
249 FDP L2-E	I763492	756CNZ2143
250 FDP Spare	I763493	756CNZ2115
251 FDP SPARE	I763494	756CNZ2116
252 FDP E3F	I763495	756CNZ2114
253 Open XTS Radio 1	I763496	205CFZ3927
254 FDP L-2F	I763497	756CNZ2137
255 Monfort-502	I763498	481CPMB971
256 Open XTS Radio	I763499	
257 Open XTS Radio	I763500	205CFZ3931
258 PM-90	I703037	500CLB0113
259 Mehling-504	I719280	481CPB1628
260 Fire Admin Base	763184	500CFC1108
261 SM-25	747075	514CJM3681
262 PW-701-Maresh	I747155	205CJM4094
263 PWM 10	I747076	
264 Dispatch Base	I747191	
265 FDP 2	704662	756CNZ2100
266 PDM-99	701960	500CMB0067
267 PDM-98	701961	500CMB0668
268 SM-03	747117	514CJM3698
269 SM-01	747119	514CJM3686
270 Fleetm-01	747120	514CJM3692
271 PM-11	747087	514CJM3671
272 SM-22	747083	514CJM3669
273 W/WWM-08	747070	514CJM3695
274 PP-Patrol	711146	205CDN0180
275 CS-2	711170	205ACJ2155
276 CS-3	711180	205ACJ2167
277 PD Dispatch Base	711260	761AZS0270
278 PDM-100	714978	500CMB0666
279 Litter Control	723765	205CDC0479
280 Open XTS Radio	737384	
281 PP-162	747152	205CJM4083

282 Open XTS Radio	747128	
283 PM-14	747113	514CJM3666
284 SM-20	747109	514CJM3688
285 SM-51	747108	514CJM3670
286 SM-04	747105	514CJM3693
287 SM-24	747103	514CJM3699
288 SM-10	747102	514CJM3663
289 PM-12	747096	514CJM3664
290 PM-89	747114	514CJM3678
291 WM-09	747115	514CJM3672
292 WM-12	747116	514CJM3676
293 Brady-507	I703861	481CPMB963
294 FDP-E1A	711150	756CNZ2092
295 FDP-E1B	711156	756CNZ2093
296 FDP-E1C	711163	756CNZ2097
297 FDP-E1D	711169	756CNZ2098
298 FDP-L2A	711172	756CNZ2101
299 FDP-L2B	711173	756CNZ2102
300 FDP-L2C	711174	756CNZ2103
301 FDP-L2D	711175	756CNZ2104
302 FDP-Johnson	713137	756CNZ2105
303 FMP-458	711182	756CNZ2128
304 FMP 459	711166	756CNZ2096
305 FMP456	711024	756CNZ2107
306 FDP E3B	711026	756CNZ2108
307 FMP	711236	756CNZ2110
308 FDP LOESCH	711010	756CNZ2117
309 FDP ana/dig 1	741347	756CNZ2125
310 FDPana/dig2	741349	756CNZ2127
311 FMP 455	711242	756CNZ2129
312 FDP E3A	711013	756CNZ2130
313 Stroud-549	I700288	481CPB1613
314 Clarke-543	I711164	481CPB1619
315 Baker-304	I711157	481CPB1615
316 Pannell-514	I711177	481CPB1622
317 Macha-538	I711155	481CPB1614
318 DeRoch-304	I711176	481CPB1621
319 Roberts-530	I711179	481CPB1623
320 Henry-305	I711160	481CPB1618
321 Cadenhead-510	I711171	481CPB1620
322 Soltura-310	I711159	481CPB1617
323 Dispatch IP Radio	I765520	
324 REYES-801	I703882	481CPMB965
325 DUNN-202	I755730	481CPMB974
326 Leonhardt-536	I755720	481CPMB973
327 Stolen 100413 -White-5	I755358	481CPMB957
328 Munoz-548	I755731	481CPMB975

329 Bradley-532	I703840	481CPMB962
330 Johnson Jeff-541	I703867	481CPMB964
331 Price-546	I704978	481CPMB966
332 BAUDER-520	I730336	481CPMB994
333 Dispatch 1	I730302	481CPMB991
334 FMM-1	711243	527CNZ4378
335 Guerrero-409	I730224	481CPMB989
336 Eder-508	I730291	481CPMB990

STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 4**

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 **Fort Bend County Emergency Services District No. 4**, a political subdivision of the State of Texas, operating under Chapter 775, Health & Safety Code ("District").

WITNESSETH:

WHEREAS, District provides fire suppression, rescue and EMS First Responder Services through its service provider, Fulshear Volunteer Fire Department, duly organized and chartered in the State of Texas existing under the laws of the State of Texas; and

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

WHEREAS, the 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 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 District hereby agree as follows:

**SECTION ONE
DEFINITIONS**

- 1.01** "Primary Dispatch System" – A communications system upon which the 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 District to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System and provide District with the same level of Priority Access provided to County.
 - B. Provide to the District a Systems Code Identification Number that will access the County's Radio System, thereby providing a Primary Dispatch System for the 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 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 DISTRICT

- 3.01 The 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 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 District shall notify the County of same within twenty-four hours that the 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 District, its officers, agents, contractors and employees, quasi-governmental agencies (example: Volunteer District) and it shall not be assigned in whole or in part by the 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 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. 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 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 District explaining the increase.
- 5.03 The 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 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 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 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 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 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, 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 District: Fort Bend County Emergency
Services District No. 4
P.O. Box 134
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 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 District's expense. Any surveys, studies, research or any other measures taken to ensure the adequacy of coverage provided to the District herein shall be the sole responsibility of the District.

SECTION TEN
DEFAULT

- 10.01 If the 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 District, the 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 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 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 DISTRICT'S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, DESTRUCTION OR LOSS IS CAUSED BY THE 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 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 DISTRICT AND OTHER PERSON OR ENTITY (OTHER THAN THE COUNTY OR ITS AGENTS OR EMPLOYEES).**
- 11.02 The District shall provide the County with general liability insurance covering both the County and the 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 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 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: _____

12-3-2013

ATTEST: _____

Dianne Wilson, County Clerk

FORT BEND COUNTY EMERGENCY SERVICES
DISTRICT NO. 4

By: _____

Date: _____

19 Nov 2013

ATTEST: _____

SECRETARY

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

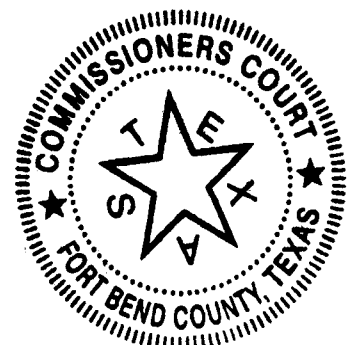


EXHIBIT A

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

AS SHOWN AND IDENTIFIED BY
MODEL NUMBER AND SERIAL NUMBER