

AGENDA ITEM

#19

ARF-12956

REGULAR SESSION AGENDA

Sheriff's Office

Meeting Date: 01/14/2014

Radio Agreements

Submitted By: Renee Chaffin, Sheriff's Office**Department:** Sheriff's Office**Type of Item:** Consent**Renewal Agreement/** Yes**Reviewed by County** Yes**Appointment:****Attorney's Office:****Multiple Originals Y/N?:**

Information**SUMMARY OF ITEM**

Request approval of Interlocal Agreement between Fort Bend County and the City of Fulshear for Radio Services.

Request approval of Interlocal Agreement between Fort Bend County and the Pecan Grove Volunteer Fire Department for Radio Services.

SPECIAL HANDLING

AttachmentsCity of FulshearPecan Grove VFD

1/16/14 originals returned to Renee at Sheriff

Fulshear 1

Pecan Grove 2

STATE OF TEXAS

§
§
§

COUNTY OF FORT BEND

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
CITY OF FULSHEAR**

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 Fulshear, 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 Fulshear
 Attention: Mayor
 P.O. Box 279
 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: _____

1-14-14

ATTEST: _____

Dianne Wilson

Dianne Wilson, County Clerk

CITY OF FULSHEAR

By: _____

Thomas C. Kyland Jr.

Date: _____

12/4/2013

ATTEST: _____

[Signature]

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/ Fulshear (10/08/13) pjs/nm 10/29/13

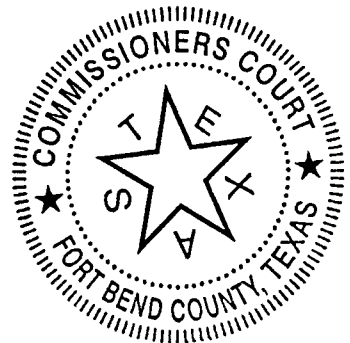


EXHIBIT A

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

AS SHOWN AND IDENTIFIED BY
MODEL NUMBER AND SERIAL NUMBER

Decimal	Agency	Type	Date In-Servi	Model	Serial Number	Date Modified
701064	FULSHEAR PD	XTL2500	03/20/09	M21URM9PW1AN	514CKF0702	✓
710778	FULSHEAR PD	APEX 6000	01/03/13	M25URS9PW1AN	527CNV0430	✓ 1/3/2013
710816	FULSHEAR PD	APEX 6000	01/03/13	M25URS9PW1AN	527CNV0429	✓ 1/3/2013
710906	FULSHEAR PD	MTS	02/23/12	H01UCH6PW1BN	466AVY4992	✓ 2/23/2012
711002	FULSHEAR PD	MTS	02/23/12	H01UCH6PW1BN	466ATY3309	✓ 2/23/2012
711060	FULSHEAR PD	MTS	02/23/12	H01UCH6PW1BN	466ATY3307	✓
711066	FULSHEAR PD	MTS	02/23/12	H01UCH6PW1BN	466ATY3288	✓
711069	FULSHEAR PD	MTS	02/23/12	H01UCH6PW1BN	466ATY3294	✓
711074	FULSHEAR PD	MTS	02/23/12	H01UCH6PW1BN	466ATY3303	✓ 1/20/1999
721297	FULSHEAR PD	APEX 6000	03/07/13	H98UCF9PW6AN	481CPD1677	✓ 3/7/2013
721298	FULSHEAR PD	APEX 6000	03/07/13	H98UCF9PW6AN	481CPD1676	✓ 3/7/2013
737977	FULSHEAR PD	APEX 6000	04/26/13	H98UCF9PW6AN	481CPF9786	✓ 4/26/2013
737979	FULSHEAR PD	APEX 6000	04/26/13	H98UCF9PW6AN	481CPF9787	✓ 4/26/2013
738792	FULSHEAR PD	XTS2500	12/11/07	H46UCF9PW6BN	205CHZ0015	✓ 12/11/2007
738793	FULSHEAR PD	XTS2500	12/11/07	H46UCF9PW6BN	205CHZ0016	✓ 12/11/2007
738794	FULSHEAR PD	XTS2500	12/11/07	H46UCF9PW6BN	205CHZ0017	✓ 12/11/2007
738795	FULSHEAR PD	XTS2500	12/11/07	H46UCF9PW6BN	205CHZ0018	✓ 12/11/2007
738796	FULSHEAR PD	XTS2500	12/11/07	H46UCF9PW6BN	205CHZ0019	✓ 12/11/2007
741268	FULSHEAR PD	XTL2500	12/11/07	M21URM9PW1AN	514CHZ0408	✓ 12/11/2007
741269	FULSHEAR PD	XTL2500	12/11/07	M21URM9PW1AN	514CHZ0409	✓ 12/11/2007
757033	FULSHEAR PD	XTS2500	10/22/08	H46UCF9PW6BN	205CJV0438	✓

STATE OF TEXAS

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COUNTY OF FORT BEND

**RADIO AGREEMENT BETWEEN
FORT BEND COUNTY AND PECAN GROVE 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 Pecan Grove 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.

- 5.03 The VFD 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 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: Pecan Grove Volunteer Fire Department
 Attn: Fire Chief
 727 Pitts Road
 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: _____

1-14-14

ATTEST: _____

Dianne Wilson

Dianne Wilson, County Clerk

**PECAN GROVE VOLUNTEER
FIRE DEPARTMENT**

By: _____

Joe 2 Woolly

Date: _____

11/13/13

ATTEST: _____

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

MTR/nm: 1/2014 agreements/sheriff/radio/Pecan GroveVFD (10/08/13) pjs/nm 10/29/13

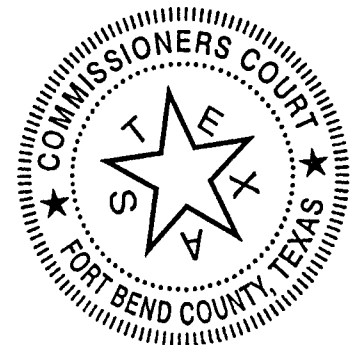


EXHIBIT A

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

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

* Original List *

PGVFD Radios (Owned by Department)

Inventory #	QUAN.	Asset Description	Brand	Model #	SN #	Location
001590	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0478	K. Itzen
001591	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0480	Larry Perry
001592	1	ea Radio, Portable	Motorola	XTS5000R	712CLP0484	Station 1
001593	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0485	J. Vance
001594	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0482	L. Danna
001595	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0483	B. Hoff
001596	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0475	J. Woolley
001597	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0477	office <i>H. Nicholas 12/6/12</i>
001598	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0479	P. Lebowitz <i>Office 12/6/12</i>
001599	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0476	D. Hamrick
001600	1	ea Radio, Portable	Motorola	XTS5000R	721CLP0481	Station 2
001601	1	ea Radio, Portable	Motorola	H46UCH9PW2BN	270CJZ0441	office
001602	1	ea Radio, Portable	Motorola	H46UCH9PW2BN	270CJZ0421	D. Davis
001603	1	ea Radio, Portable	Motorola	H46UCH9PW2BN	270CJZ0425	Office
001608	1	ea Radio, Portable	Motorola	H46UCH9PW2BN	270CJZ0449	S. Hernandez
001610	1	ea Radio, Base VHF Paging	Motorola	L20KSS9PW1AN	276CGM0310	Station Rack
001611	1	ea Radio, Base VHF Paging	Motorola	L20KSS9PW1AN	276CLT0153	Station Rack
001612	1	ea Radio, Base 800 Primary	Motorola	L20URS9PW1AN	276CKH0331	Station Rack
001614	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243186	Office
001615	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH240037	Office
001616	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243589	Office
001617	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243835	Office
001618	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243590	Office
001619	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243588	Office
001620	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243582	C. Redding
001621	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243585	L. Graham
001622	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243839	Office
001623	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243581	Office
001624	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH240036	H. Metcalf
001625	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243584	Office
001626	1	ea Radio, Portable Paging	Vertex	VX231ADOB5	OH243583	J. Taylor
001627	1	ea Radio, Portable	Motorola	XTS2500	270CJZ0423	Office
001628	1	ea Radio, Portable	Motorola	H46UCH9PW2BN	270CJZ0423	Office

ALL REPAIRS OF THESE RADIOS DONE THROUGH CORPORAL LEROUAX OFFICE AT FORT BEND SHERIFF OFFICE.
REQUIRED TO BE HANDLED BY PGVFD OFFICER.

CONTACT NUMBER 832-473-2900

PGVFD IS RESPONSIBLE TO PAY FOR ALL REPAIRS TO THESE RADIOS.

D-Hamrick Office 12/4/12

000500	1	ea	Battery, Rechargeable	Motorola	NTN9862C	D-Hamrick Office 12/4/12
000501	1	ea	Battery, Rechargeable	Motorola	NTN9862C	J. Vance
000502	1	ea	Battery, Rechargeable	Motorola	NTN9862C	J. Woolley
000503	1	ea	Battery, Rechargeable	Motorola	NTN9862C	not assigned
000504	1	ea	Battery, Rechargeable	Motorola	NTN9862C	not assigned D. Hamrick
000505	1	ea	Battery, Rechargeable	Motorola	NTN9862C	L. Perry
000506	1	ea	Battery, Rechargeable	Motorola	WPLN4114AR	
000507	1	ea	Battery, Rechargeable	Motorola	NTN8831A	P. Hines 12/1/12
000508	1	ea	Battery, Rechargeable	Motorola	NTN8831A	K. Diehl
000509	1	ea	Battery, Rechargeable	Motorola	NTN8831A	Office
000510	1	ea	Battery, Rechargeable	Motorola	WPLN4114AR	L. Dana
000511	1	ea	Battery, Rechargeable	Motorola	WPLN4114AR	B. Hoff
000512	1	ea	Battery, Rechargeable	Motorola	WPLN4114AR	K. Itzen
000513	1	ea	Battery, Rechargeable	Motorola	WPLN4114AR	D. Hamrick
000514	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	Office
000515	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	J. Taylor
000516	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	office
000517	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	R. Walthall
000518	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	Office
000519	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	C. Reading
000520	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	H. Metcalf
000521	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	Office
000522	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	Office
000523	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	Office
000524	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	Office
000525	1	ea	Battery, Rechargeable	Vertex	FNBV103LI	Office
000526	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	H. Metcalf
000527	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	R. Walthall
000528	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	Office
000529	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	C. Reading
000530	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	Office
000531	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	J. Taylor
000532	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	Office
000533	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	Office
000534	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	Office
000535	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	Office
000536	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	Office
000537	1	ea	Charger, Portable Paging Radio	Vertex	CD-34	Office
000538	1	ea	Battery, Rechargeable	Motorola	NTN8831A	office
000539	1	ea	Battery, Rechargeable	Motorola	WPLN4114AR	J. Vance
000540	1	ea	Battery, Rechargeable	Motorola	BZ9814XX	A. Metcalf
000541	1	ea	Battery, Rechargeable	Motorola	BZ9814XX	J. Cartwright
000542	1	ea	Battery, Rechargeable	Motorola	BZ9814XX	E. Orem

Office 11/13/12

11/6/2012

FORT BEND COUNTY

OFFICE OF EMERGENCY MANAGEMENT

EQUIPMENT LIST FOR MOTOROLA PORTABLE RADIO EQUIPMENT VFD PROJECT

10/29/2013

Chief Joe Woolley

Pecan Grove Volunteer Fire Department

727 Pitts Road

Richmond, Texas 77406

ITEM NO	PO. NO.	DESCRIPTION	Model Number	SERIAL NO	VFD ASSIGNED
1	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0373	Pecan Grove
2	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0374	Pecan Grove
3	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0375	Pecan Grove
4	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0376	Pecan Grove
5	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0377	Pecan Grove
6	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0344	Pecan Grove
7	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0345	Pecan Grove
8	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0346	Pecan Grove
9	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0347	Pecan Grove
10	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0348	Pecan Grove
11	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0349	Pecan Grove
12	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0350	Pecan Grove
13	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0351	Pecan Grove
14	107287	APX6000 XE Ruggedized 700/800 2.5 Portable	H98UCF9PWG6N	756CPV0352	Pecan Grove
15	107287	Fourteen Radio Batteries	NNTN8092		Pecan Grove
16	107287	Fourteen Single Unit Chargers	WPLN7080		Pecan Grove
17	107287	Fourteen Remote Mikes	HMN4101		Pecan Grove

ITEM	QUANTITY	UNIT COST	TOTAL COST
APX6000 XE Ruggedized 700/800 2.5 Portable	14	\$3,076.00	\$43,064.00
Fourteen Radio Batteries	14	\$88.00	\$1,232.00
Fourteen Single Unit Chargers	14	\$88.74	\$1,242.36