

**Texas Department of Public Safety
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement**

Transferred From: Montgomery County _____
Name of Organization (Homeland Security Grant Sub-Recipient)

9472 Airport Rd Conroe, Tx 77301 _____
Street/Mailing Address, City, County, Zip

Nicky Kelly, Deputy EMC _____
Printed Name and Title

Signature

Date

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

301 Jackson St., Richmond, TX, 77469 _____
Street/Mailing Address, City, County, Zip

Robert Hebert, County Judge _____
Printed Name and Title

Signature

5/6/2014 _____
Date

This is to certify that the property described below was acquired by the expenditure of 2013 UASI (name and year of grant) funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being transferred

Item description: 1 Alert FM Software license, 240 mobile receivers and 12 fixed receivers

Item Control Number: N/A _____

Serial Number/VIN: List to be attached upon delivery _____

Model Number: List to be attached _____

Acquisition Date: _____

Unit Cost: _____

This form is provided for the benefit of grant administration. TXDPS/SAA cannot advise sub-recipients about the legality of any specific property transfers. Sub-recipients should consult with their own legal counsel concerning compliance with all relevant laws, including state and local requirements.



FM radio-based Alert & Messaging System for Government

ALERT FM is a personal alert and messaging system that enables officials to create and send targeted information, including NWS severe weather warnings, evacuation instructions, school closings, homeland security notices, and Amber Alerts to first responders, school officials, businesses, and citizens.



Cell Phone



ALERT FM Wall Receiver



ALERT FM Receiver

Quick and Cost-effective

Using ALERT FM gives you the capability to reach your entire community with a single FM-based message in mere seconds with no usage fees.

Extensive FM Radio Network

FM-based messages are delivered via GSSNet, our digital network of existing FM radio transmitters around the United States, to multiple ALERT FM receivers. Overlapping signals from different FM radio stations help to ensure that there is always a signal that can be received even when other communication systems are disrupted. ALERT FM receivers automatically tune to the strongest GSSNet station.

Geographic or Organizational Targeting

ALERT FM messages can target geographic areas like zip codes, counties, or an entire state. Messages can be sent to citizens, first responders, or specific government personnel.

Multiple Receiving Devices

This alert and messaging system is capable of sending mass or targeted FM-based messages to ALERT FM receivers or cell phones equipped with a radio chip and software. The system will also allow messages to be received via email, cell phone (SMS text messaging and smartphone application), and other consumer devices—truly making ALERT FM accessible to every household in the area.

Why Choose ALERT FM?

- **Large and diverse customer list**
- **Uses CAP messaging protocol**
- **Extensive FM transmitter network in place**
- **Government officials control message content**
- **Automated NWS severe weather warnings included**
- **SMS and email message delivery available**
- **Smartphone application available**
- **No recurring fees for FM-based usage**
- **Fixed and portable receivers available**

INTERLOCAL AGREEMENT

BY AND BETWEEN MONTGOMERY COUNTY, TEXAS

AND FORT BEND COUNTY, TEXAS

FOR USE OF ALERT FM SYSTEM

This Interlocal Agreement is made and entered into by and between **Montgomery County, Texas** (hereinafter "MCTX"), a political subdivision of the State of Texas, acting by and through its Commissioners Court, and **Fort Bend County, Texas** (hereinafter "Recipient"), a political subdivision of the State of Texas, acting by and through its Commissioners Court.

WITNESSETH:

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, MCTX has been awarded grant funding through a federal grant under the Homeland Security Grant Program entitled Urban Areas Security Initiative ("UASI") Program (hereinafter the "Grant") from the United States Department of Homeland Security, Office of Domestic Preparedness, for the purpose of enhancing regional preparedness and developing integrated regional systems for building and sustaining capabilities to prevent, protect against, respond to, and recover from threats or acts of terrorism; and

WHEREAS, MCTX intends to use funding under the Grant to procure FM-Radio based alert messaging system (hereinafter "ALERT FM") equipment to provide potentially lifesaving emergency information to the citizens, emergency management officials, and first responders of the Houston UASI Region; and

WHEREAS, MCTX has determined that it would be in the best interest of its citizens for ALERT FM equipment procured by MCTX to be made available to other governmental agencies in the Houston UASI Region for the purpose of cooperation and coordination in emergency response; and

WHEREAS, Recipient is a member of the Houston UASI Region and desires to obtain for its own purposes ALERT FM system equipment procured by MCTX.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1) Roles and Responsibilities

- A. MCTX – MCTX shall procure the ALERT FM equipment and related software as specified in the *Texas Department of Public Safety State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement* (hereinafter “TxDPS Transfer Record”), a copy of which is attached hereto as Exhibit A and is incorporated herein by reference. MCTX shall transfer ownership to Recipient of all ALERT FM equipment and related software procured by MCTX hereunder and specified in the TxDPS Transfer Record. MCTX shall assume responsibility for the preparation and submission of any claims to grantor agency for reimbursement of costs incurred by MCTX in procuring ALERT FM equipment hereunder. If MCTX receives Grant funds for reimbursement of claims related to the procurement of ALERT FM equipment hereunder, MCTX shall be entitled to retain the Grant funds received, up to the amount expended by MCTX for the procurement of said ALERT FM equipment, plus all allowable administrative costs.

The procurement by MCTX of any ALERT FM equipment or software hereunder is contingent upon MCTX’s receipt of Grant funds from the grantor agency, and the MCTX’s total liability hereunder shall not exceed the total amount of Grant funds actually received and retained by MCTX. The procurement by MCTX of any ALERT FM equipment or software hereunder shall comply with all applicable Federal, State, and local laws, rules, and regulations.

Recipient – Recipient shall own all ALERT FM equipment delivered to Recipient hereunder and specified in the TxDPS Transfer Record, and Recipient shall be responsible for all maintenance and operation costs of said equipment. Recipient acknowledges and agrees that any ALERT FM equipment delivered to Recipient hereunder may not be permanently affixed to a wall in a building without Federal Emergency Management Agency (FEMA) Environmental and Historic Preservation (EHP) approval.

Recipient shall own all ALERT FM software and software licenses delivered to Recipient hereunder, and Recipient shall be responsible for all installation, maintenance and operation costs of said software. Recipient shall use said software in compliance with the terms of any applicable ALERT FM software license agreements.

Recipient is solely responsible for monitoring the Recipient’s acts and omissions related to the Grant program rules and shall ensure that the Recipient’s use of ALERT FM equipment and software hereunder is in compliance with all applicable Federal, State, and local laws, rules, and regulations, as well as all Grant program rules including but not limited to the Texas Governor’s Division of Emergency Management and Department of Homeland Security grant and eligibility requirements. Recipient shall reimburse MCTX for any Grant funds received and retained by MCTX hereunder that are later recalled by the grantor agency, if the recall of Grant funds is directly caused by the Recipient’s acts or omissions.

B. INDEMNIFICATION AND LIMITATION OF LIABILITY – TO THE FULLEST EXTENT ALLOWED

BY TEXAS LAW, THE RECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS MCTX, ITS OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS BY RECIPIENT, ITS OFFICERS, EMPLOYEES, AND/OR AGENTS IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE RECIPIENT TO INDEMNIFY OR HOLD HARMLESS MCTX FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENCE OR INTENTIONAL TORTS OF MCTX OR ITS OFFICERS, EMPLOYEES, AND AGENTS. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED AS A WAIVER BY EITHER PARTY OF SOVEREIGN IMMUNITY DEFENSES AVAILABLE TO SAID PARTY.

- C. If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of the Agreement, which shall remain in full force and effect. This Agreement is the entire agreement between the Parties relative to the subject matter hereof. This Agreement may not be altered, changed, or amended, except by written instrument signed by both Parties. Both Parties agree that this Agreement shall be construed under the laws of the State of Texas, and venue for any legal actions based upon this Agreement shall be brought in Montgomery County, Texas in a court of proper jurisdiction. Any Party making expenditures pursuant to this Agreement shall make said expenditures from current revenues available to the paying party.

II) Notice to Parties

Recipient shall provide MCTX with the name and contact information of a Recipient employee that will serve as the Recipient's contact person related to this Agreement. All formal notices or other communications shall be made either by personal delivery in writing or by U.S. mail, addressed as follows:

MCTX: Alan B. Sadler, County Judge
501 N. Thompson, Suite 401
Conroe, Texas 77301

Recipient: Robert Hebert, County Judge _____
301 Jackson St. _____
Richmond, TX 77469 _____

III) Term

This Agreement shall remain in effect throughout the Grant period or until both Parties have fully performed their duties and obligations hereunder, which ever is longer. The Parties may agree in writing to mutually terminate this Agreement at any time.

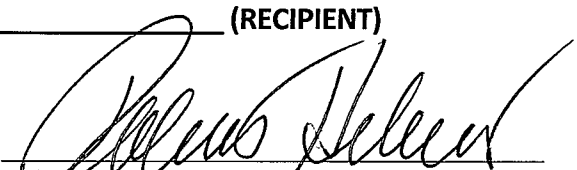
EXECUTED this _____ day of _____, 20____.

MONTGOMERY COUNTY, TEXAS (MCTX)

Alan B. Sadler, County Judge

EXECUTED this 6th day of May, 2014__.

Fort Bend County _____ **(RECIPIENT)**



Robert Hebert, County Judge