

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND
 FORT BEND COUNTY EMERGENCY SERVICES DISTRICT NO. 3
 (ORCHARD VOLUNTEER FIRE DEPARTMENT)**

This Interlocal Agreement ("Agreement"), is made and entered into between Fort Bend County, by and through the Fort Bend County Fire Marshal (hereinafter "County") and the Fort Bend County Emergency Services District No. 3 (Orchard Volunteer Fire Department), duly organized and chartered in the State of Texas existing under the laws of the State of Texas; hereinafter sometimes called (hereinafter "Fire Department"), providing services to incorporated and unincorporated areas in Fort Bend County, acting by and through the Chief of the Fire Department..

WHEREAS, the County and the Fire Department desire to cooperate with each other in fire protection, fire-fighting, and assistance in emergency medical services; and

WHEREAS, the County and the Fire Department desire to furnish fire protection, fire-fighting, and assistance in emergency medical services to said unincorporated areas of the County; and

WHEREAS, the governing body of the Fire Department has duly authorized this agreement; and

WHEREAS, the governing body of the County has duly authorized this agreement; and

WHEREAS, this agreement is made pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and under Section 352.001 of the Texas Local Government Code.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the parties hereto, County and Fire Department agree to amend the Agreement as follows:

1. County shall purchase and provide for the installation of five (5) portable radios ("Radios") through HGAC Contract RA05-15, as described in Exhibit A.
2. Fire Department clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of seventeen thousand three hundred eighty-five dollars and 75/100 (\$17,385.75), specifically allocated to fully discharge any and all liabilities County may incur for the purchase and installation of the Radios.
3. Once installation/delivery of the Radios is complete, County assigns any and all rights, title, interests, and warranties in the Radios to Fire Department. Fire Department is the owner of the Radios and carries all rights and responsibilities for the property. Accordingly, Fire Department further understands and agrees that County shall bear no further responsibility for the Radios or for any cost or fee concerning the Radios except as shown on Exhibit A. Fire Department understands and agrees that County is not responsible for repair, replacement, maintenance, license, network access, or for any other cost or fee attributed to the Radios.
4. **FIRE DEPARTMENT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF FIRE DEPARTMENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED**

UNDER THIS AGREEMENT THAT RESULT FROM THE ACT, ERROR, OR OMISSION OF FIRE DEPARTMENT OR ANY OF FIRE DEPARTMENT'S AGENTS, SERVANTS OR EMPLOYEES.

5. Once the Radios have been purchased and installed/delivered to Fire Department, County's obligations under this Agreement are extinguished.

IN WITNESS WHEREOF, the parties put their hands to this Agreement on the dates indicated below.

FORT BEND COUNTY

Robert Hebert

Robert Hebert,
Fort Bend County Judge

August 2, 2016
Date

ATTEST:

Laura Richard

Laura Richard,
Fort Bend County Clerk

FORT BEND COUNTY EMERGENCY SERVICES
DISTRICT NO. 3

Alfred Sulak

Authorized Agent - Signature

AL Fred Sulak

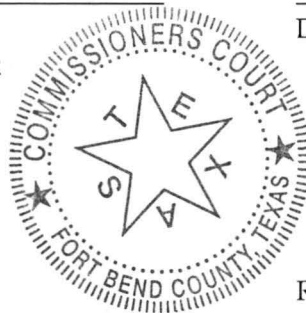
Authorized Agent- Printed Name

President

Title

7-5-16

Date



Reviewed:

Mark Flathouse

Mark Flathouse,
Fort Bend County Fire Marshall

Reviewed:

Travis Sowa

Travis Sowa,
Fire Chief

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 17,385.25 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Edward Sturdivant

Robert Edward Sturdivant,
Fort Bend County Auditor

Exhibit A – Pricing for Motorola Radios through HGAC Contract RA05-15



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Houston, Texas 77064
Prepared by: Ben Zolyka
(832)657-5086

6/15/2016

ORCHARD VFD *ESP 3*
REGIONAL RADIO SUBSCRIBER EQUIPMENT

HGAC CONTRACT RA05-15

		Package# APX6000-HCM3			
Item	Quant	Model	Description	HGAC PRICING	Extended
1	5	H98UCF9PW6 N	APX6000 X/E RUGGEDIZED 700/800 MODEL 2.5 PORTABLE	\$ 3,076.00	\$ 15,380.00
1a	5	QA02006	ENH: APX6000XE RUGGED RADIO	\$ -	\$ -
1b	5	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ -	\$ -
1c	5	H38	ADD: SMARTZONE OPERATION	\$ -	\$ -
1d	5	Q361	ADD: P25 9600 BAUD TRUNKING	\$ -	\$ -
1e	5	QA00580	ADD: TDMA OPERATION	\$ -	\$ -
1f	5	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$ -	\$ -
1g	5	Q947	ADD: RADIO PACKET DATA	\$ -	\$ -
1h	5	QA01767	ADD:LINK LAYER RADIO AUTHENTICATION	\$ -	\$ -
1i	5	QA01848	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	\$ -	\$ -
1j	5	H885BK	ADD: 2 YR REPAIR SERVICE ADVANTAGE(3YR TOTAL)	\$ -	\$ -
1k	5	QA01427	ALT: HIGH IMPACT GREEN	\$ -	\$ -

Total \$ **15,380.00**

		PACKAGE# APX6500-HCM1			
Item	Quant	Model	Description	HGAC PRICING	Extended
1	0	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$ 2,607.20	\$ -
1a	0	QA02756	ENH: 9600 OR 3600 SINGLE SYSTEM DIG	\$ -	\$ -
1b	0	QA01848	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	\$ -	\$ -
1c	0	GA 00804	ADD: APX O2 CONTROL HEAD	\$ 75.00	\$ -
1d	0	G444	ADD: CONTROL HEAD SOFTWARE	\$ -	\$ -
1e	0	G67	ADD: REMOTE MOUNT MID POWER	\$ -	\$ -
1f	0	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$ -	\$ -
1g	0	B18	ADD: AUXILARY SPKR 7.5 WATT	\$ -	\$ -
1h	0	W947	ADD: RS232 PACKET DATA INTERFACE	\$ -	\$ -
1i	0	G996	ENH: OVER THE AIR PROVISIONING	\$ -	\$ -
1j	0	G24	ENH: 2 YR REPAIR SERVICE ADVANTAGE (Total of 3 years)	\$ -	\$ -
1k	0	GA00580	ADD: TDMA OPERATION	\$ -	\$ -
1l	0	GA01767	ADD: APX6500 RADIO AUTHENTICATION	\$ -	\$ -
1m	0	W22	ADD: PALM MICROPHONE	\$ -	\$ -
1n	0	G201	ADD: IMPACT GREEN COLORED HOUSING (O2 CH)	\$ -	\$ -

Total \$ **-**

		APX6000 ACCESSORIES			
Item	Quant	Model	Description	HGAC PRICING	Extended
1	5	NNTN8092	IMPRES Lilon 2300mAh Subm(Delta T)Battery - Ruggedized (FM)	\$ 99.40	\$ 497.00
2	5	HMN4101	IMPRES RSM w/Jack no Channel no display, Delta-T	\$ 213.00	\$ 1,065.00
3	5	WPLN7080	IMPRES Single Unit Charger	\$ 88.75	\$ 443.75
4	0	NNTN7065	IMPRES Multi Unit Charger, Non-Display	\$ 559.48	\$ -

TOTAL \$ **2,005.75**

TOTAL \$ **17,385.75**
HGAC Fee (PAID) \$ **260.79**
TAX **EXEMPT**
SHIPPING **FREE**
TOTAL \$ **17,385.75**