

A G R E E M E N T

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This Agreement is made and entered into and executed by and between Harris County, a body corporate and politic under the laws of the State of Texas, (“County,”) and League City, (“City”) acting by and through its governing body. This Agreement supersedes any and all prior agreements entered into between the County and League City or the use of the County’s Public Safety Radio System.

WITNESSETH

WHEREAS, Harris County and City each have a Public Safety Radio System and are duly licensed by the Federal Communications Commission (hereafter referred to as “FCC”) for the operation of same;

WHEREAS, Harris County desires to utilize City’s Public Safety Radio System for law enforcement and emergency purposes;

WHEREAS, City desires to utilize Harris County’s Public Safety Radio System for law enforcement and emergency purposes;

WHEREAS, both Harris County and City desire to accommodate additional Radio units on their respective Public Safety Radio Systems and each of them is willing to cooperate with one another to effectuate the usage of the system for law enforcement and emergency purposes of both Harris County and City;

WHEREAS, Harris County and City are authorized to enter into an agreement for the provision of such services pursuant to and under the provisions of Tex. Gov’t Code Ann. § 791.001 et seq. (Vernon 1994 & Supp. 2004), “The Interlocal Cooperation Act”; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

I.

For purposes of this Agreement, the following definitions apply:

A.     Primary Dispatch System:

A communications system upon which each User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units;

- B. Priority Access:  
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units seeking use simultaneously;
- C. Radio System:  
Combination of multiple P25 Digital Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Central Technology Services;
- D. Radio Unit:  
Mobile, stationary, or portable voice radio communications units communicating among themselves at certain air wave frequencies; and
- E. System Code Identification Number:  
An identification number that allows Radio Units to gain access to the Radio System to enable the Radio Units to communicate among themselves at certain airwave frequencies, providing a Primary Dispatch System for both County's and City's Radio Units.
- F. User:  
Refers to either Harris County or City when discussing its usage of the other party's Radio System as provided in this Agreement;
- G. System Site:  
Refers to each individual P25 Digital Trunked Radio System Site that is part of the P25 Digital Regional Radio System, but where all actual Hardware, Site Building and Infrastructure is owned and operated by either the City or the County; and
- H. Talkgroup:  
A logical radio channel assigned an identification number by the P25 Digital Regional Radio System and programmed into groups of radios that perform a common function.

## II.

Harris County agrees that during the term of this Agreement it will:

- A. Allow City to access the Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System;
- B. Provide City with a Systems Code Identification Number to access the Radio System, thereby providing a Primary Dispatch System for City's Radio Units. Current radio ID's (including Talkgroups) shall remain in place as is, and any additional needed Identification numbers will be mutually agreed upon by both entities before being used;
- C. Upon being notified that one or more of City's Radio Units have been lost or stolen, Harris County will take all reasonable actions to prevent any of City 's lost or stolen

Radio Units from gaining access to the Radio System (including attempting to disable the lost or stolen Radio Unit);

- D. Provide the same level of Priority Access to the Radio System for City as that afforded the owner of the Radio System;
- E. Give City written (email or facsimile) notice of its intent to increase, decrease or otherwise change the number of Radio Units/Talkgroups that have access to the Radio System, City's System Sites;
- F. Notify the other Party that one or more of its Radio Units have been lost or stolen within twenty-four (24) hours of knowing or having reason to know that the Radio Units have been lost or stolen;
- G. Use the System Code Identification Number described in this Agreement to access City's radio system as a Primary Dispatch System; and
- H. Subject to County's obligations under the Public Information Act, shall not release any digitally or manually recorded voice or data transmissions of any City's Talkgroup or individual ID without prior notification and approval of the City Radio System Administrator.

### III.

City agrees that during the term of this Agreement, City shall:

- A. Allow the Radio System Users to access City's Radio System Sites to engage in radio communications among its Radio Units as a Primary Dispatch System;
- B. Allow Harris County to manage City's Radio System Infrastructure as a part of the Radio System to include Software Maintenance, Pre-Tested Software Subscription Agreement, Technical Support, and Infrastructure repair. (Prior approval and notification is required for any changes, modifications, or upgrades and when applicable, jointly agreed upon by both Harris County and City);
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to those of the FCC, as well as those applicable administrative rules of Harris County that are now in effect or that may become effective during the term of this Agreement. Further, City acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this Agreement and if this change necessitates a modification of the Agreement, the modification may be effectuated by Harris County without incurring any liability for this modification;
- D. Agree that Harris County shall have no responsibility for providing to City's Users the Radio Units that will have access to the Radio System;

- E. Give Harris County at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of Radio Units that have access to the Radio System, provided in emergency situations, City shall give written notice as soon as possible under the circumstances; and
- F. Notify Harris County that one or more of its Radio Units have been lost or stolen within twenty-four (24) hours of knowing or having reason to know that the Radio Units have been lost or stolen.

IV.

It is expressly understood and agreed that in consideration of the mutual benefits derived from this Agreement by Harris County and City, neither party shall charge the other party any fee for access to its Radio System nor for programming radios for use on the other party's Radio System.

V.

To the extent resources are available and solely at its discretion, Harris County may provide radio equipment installation and radio services to City on a time and material for any services not covered by the fee schedule (attached). If these services are provided, City agrees to pay Harris County at the rate specified in the Fee Schedule attached hereto and incorporated herein. Harris County agrees to invoice City after the services are rendered and City agrees to pay an invoice within thirty (30) days of receipt of the invoice. It is expressly understood that Harris County neither warrants nor assumes any responsibility for installation or other radio services provided. Further, by requesting that Harris County provide these services, City assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; or any loss resulting from the use of radio equipment to which other radio services have been provided by Harris County. Solely at the discretion of Harris County, City may purchase certain additional parts and accessories from Harris County at a price set by Harris County. Harris County agrees to invoice City after the parts and/or accessories are supplied to City. City agrees to pay the invoice within thirty (30) days of receipt of the invoice.

VI.

This Agreement shall commence on the date this Agreement is executed by the parties. The term of this Agreement is one (1) year from the date this Agreement is executed by the parties. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates:

- A. Immediately if all or substantially all of the authorizations held by the County or the City are revoked by the FCC or its successor agency; or

- B. Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate.

VII.

Should either party fail to perform as provided under the terms of this Agreement, the other party's sole remedy shall be to terminate this Agreement.

VIII.

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the County, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the City's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the City under this Agreement are the sole responsibility and expense of the City.

IX.

All notices and communications permitted or required to be given under this Agreement are to be mailed by certified mail, return-receipt requested, to the following addresses:

**FOR THE COUNTY: All notices and communications must be mailed as follows:**

**Original to:** Harris County Central Technology Services  
406 Caroline, 4<sup>th</sup> Floor  
Houston, TX 77002-2027

**AND**

**Copy to:** Commissioners Court of Harris County  
Harris County Administration Building  
1001 Preston, 9<sup>th</sup> Floor  
Houston TX 77002-1891  
Attention: Clerk of Commissioners Court

**FOR THE CITY:** League City, Texas  
300 W. Walker Street  
League City, Texas 77573  
Attn: Ryan Smith

These addresses can be changed upon giving prior written notice to the other. All mailed notices and communications are deemed given and complete upon deposit in the United States Mail.

X.

Neither Harris County nor City shall assign this Agreement unless either party receives the prior written consent of the other party hereto.

XI.

This Agreement is governed by and construed according to the laws of the State of Texas. The exclusive forum for any action brought under or arising under this Agreement is a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action brought under or arising under this Agreement in Houston, Harris County, Texas. The County does not waive its rights to a jury trial or submit to binding arbitration. Nothing in this Agreement shall be construed as extending the County's liability beyond the County's liability under the Statutes or Constitution of the State of Texas.

XII.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties, except for those modifications effectuated pursuant to the provisions of Paragraphs II (C) and III (C).

XIII.

Harris County shall not be obligated to expend any funds other than funds received from City to perform Harris County's obligations hereunder. City shall not be required to expend in excess of the amount written below by the City Controller, except to the extent additional funds are certified by the Controller.

Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

CITY OF LEAGUE CITY

HARRIS COUNTY

By: \_\_\_\_\_  
John Baumgartner  
City Manager, City of League City

By: \_\_\_\_\_  
ED EMMETT  
COUNTY JUDGE

ATTEST:

By: \_\_\_\_\_  
Diana Stapp  
City Secretary, City of League City

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nghiem V. Doan  
City Attorney, City of League City

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

By: \_\_\_\_\_  
Amy Samples  
Assistant County Attorney  
C.A. File 15GEN0221