

**INTERLOCAL AGREEMENT
FOR USE OF PUBLIC SAFETY COMMUNICATIONS SYSTEMS**

THE STATE OF TEXAS §
 §
COUNTY OF MATAGORDA §

This Agreement is made pursuant to chapter 791 of the Texas Government Code and entered into by and between the City of Bay City, Texas (the “City”), acting by and through its governing body, the Bay City City Council, and Matagorda County (“County”), Matagorda County Emergency Medical Services (“EMS”), Matagorda County Hospital District (“Hospital”) and Bay City Independent School District (the “District”), acting by and through each of their governing bodies and in accordance with the Interlocal Cooperation Act Tex. Gov’t Code §§ 791.001, *et. seq.*, as amended.

RECITALS:

The City participates in a public safety trunked radio system that is licensed by the Federal Communications Commission (the “FCC”), through an interlocal contract with Harris County which permits radio communications and transmissions via radio units “Radio System,” and attached and incorporated herein as Exhibit “A”;

Harris County operates the Radio System which builds, procures, hosts and/or administers mobile technologies including mobile applications, devices and supporting equipment;

The City acts as a conduit with Users (defined below) to obtain access to the Radio System in order to communicate among various public safety units;

The City, County, EMS, Hospital and District participate as “Users” in the Radio System;

The City and County also act as a conduit for others shown in the attached Exhibit “B”;

The City is contracting herein with each User in the Radio System for the services described herein.

In addition to the Radio System, the City owns the infrastructure that is an integral part of connecting Radio System to the Users “City Infrastructure”, for which the Users participate in cost sharing;

The City Infrastructure consists of fiber lines of service, communication towers and incidental equipment shown in part on Exhibit “C”;

Apart from the City Infrastructure, the County operates a communication tower in the Palacios area (“Palacios Tower”) that is tied into the City Infrastructure.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

1. City agrees to maintain its interlocal agreement in effect for the Harris County communications system and that during that time and through that system, all entities shall be provided the following services:

A. Allow the User to have access to the Harris County Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System operated by Harris County, which includes the following;

i. Provide by December of each year to the City's Radio Coordinator the total number of radios allocated to the User identified in the attached Exhibit "B". Both the City and County Radio Coordinators shall maintain an audited radio identification number list. All Users shall work together to assist and maintaining an accurate Radio Unit account for their allocated Radio Units.

ii. Upon being notified that one or more of the User's Radio Units have been lost or stolen, User shall report to the designated Radio Coordinator listed on Exhibit "B" immediately. Upon notification, County and City Radio Coordinator's shall work together and develop a process to notify Harris County of the lost or stolen Radio Unit.

B. To the extent needed and available through Harris County, provide installation and repair services to equipment used on the Radio System. This is provided to Users through a maintenance contract between Harris County and City that is part of the billing herein.

C. For consideration of grant writing by the County for the benefit of the public safety radio system, the City will apply an off-set credit of \$2,000 per year against any allocated charges as provided for in paragraphs 2.D.-2.G. For this consideration, the County will work with the City to prioritize grant projects for potential grant applications. No credit will be given in years where no application is made.

2. During the term of this Agreement, the User agrees to:

A. Affirm that Harris County and City assumes no cost or responsibility for providing the Radio Units that will have access to Harris County's Radio System;

- B. Notify the designated Radio Coordinator listed on Exhibit “B” that one or more of its Radio Units have been lost or stolen IMMEDIATELY, but no later than within twenty-four (24) hours of determining that the Radio Unit has been lost or stolen;
- C. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC and promulgated administrative rules of Harris County.
- D. Pay its pro rata share of infrastructure costs, including any maintenance and repairs thereto, for the City Infrastructure to the City, based upon the allocation of Radio Units as shown in the attached Exhibit “B”, within thirty (30) days of receipt of its allocated cost along with the supporting invoices from any vendor that performs work during the year. Capital Costs > \$25,000 shall be disclosed and shared with entities prior to July 1 of each year the allocated estimated cost in order to assist in budget planning.
- E. Pay its pro rata share of maintenance costs, if applicable, that is billed by Harris County to the City, based upon the allocation of Radio Units as shown in the attached Exhibit “B”, within thirty (30) days of receipt of its allocated cost along with the original statement of account from Harris County.
- F. Pay its pro rata share of fiber costs billed by AT & T to the City, based upon the allocation of Radio Units as shown in the attached Exhibit “B”, within thirty (30) days of receipt of its allocated cost along with the original statement of account from AT&T.
- G. Pay its pro rata share of miscellaneous costs billed by Harris County to the City, based upon the allocation of Radio Units as shown in the attached Exhibit “B”, within thirty (30) days of receipt of its allocated cost along with the original statement of account from Harris County.

3. City and County expressly agree as follows:

- A. The City and County shall each designate a Radio Coordinator. The City and County shall ensure that their designee is properly trained in radio administration. (i.e programming, add, remove, and suspend radios, etc.)
- B. The City and County Radio Coordinator shall certify each year that the radio count is accurate and has been compared to the Harris County System for accuracy.
- C. The City and County Coordinator shall develop a process to determine radio reporting methods by which all users of the system shall report radio activity. (i.e. lost or stolen, # of radios of record, radio contact- City or County). These processes shall be reviewed annually.

D. The City's Radio Coordinator should be notified if access is needed to the radio tower. Access to the tower site must be accompanied by at least 1 member of City staff to ensure safety. It is encouraged that Radio Coordinators work together when updates, repairs, and / or maintenance is needed on the towers.

E. To the extent needed, both County and City Radio Coordinators shall be trained and share equipment in order to recalibrate, repair, or maintain radios as part of the Radio System.

F. Exhibit "B" may change annually depending on updated radio count which shall be performed annually on or before December 1 by the Radio Coordinators. The updated Exhibit shall be incorporated annually in any renewal of this Agreement.

4. It is expressly understood that the City neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the City acts as the conduit to provide these services, the User 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; and any loss resulting from the use of radio equipment to which other radio services have been provided by the Radio System.

5. It is expressly understood and agreed that the City is passing through the costs of the Radio System without mark-up to the Users. Users agree to pay the amount billed and if any later reconciliation occurs wherein the User is entitled to a credit for any reason, City shall account to the User for the credit. The City maintains no control over the user fees of the Radio System and all parties agree that they have collectively agreed to use of this particular system and if it desires to change, it must be done in a collective manner. As a material term of this Agreement, Users agree to and acknowledge the terms of the Interlocal Agreement between the City and Harris County attached hereto as Exhibit "A".

6. The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms for a maximum of five (5) years unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than thirty (30) days prior to the expiration of the term of this Agreement, subject to the provisions of the preceding paragraph. Notwithstanding the preceding, this Agreement terminates immediately if all or substantially all of the authorization held by the City or the User is revoked by the FCC or its successor agency.

7. All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

City: City of Bay City, Texas
1901 5th Street
Bay City, Texas 77414
Attention: City Manager

Matagorda County: Matagorda County, Texas
1700 7th Street, Room 301
Bay City, Texas 77414
Attention: County Judge

Matagorda County
Hospital District: Matagorda County Hospital District
104 Seventh Street
Bay City, Texas 77414
Attention: CEO/Administrator

Bay City Independent
School District: Bay City ISD
520 7th Street
Bay City, Texas 77414
Attention: Superintendent

EMS: Matagorda County Emergency Medical Services
P.O. Box 2775
Georgetown, Texas 78627
Attention: _____

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

8. This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is the State Courts of Matagorda County, Texas. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

9. The User will pay its obligations hereunder from available current revenues. User shall have the right to cancel this Agreement at the end of any current fiscal year of the entity if funds are not allotted for the next fiscal year to continue this Agreement.

10. This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties.

11. This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

City of Bay City, Texas

Matagorda County, Texas

By: _____
Robert K. Nelson, Mayor

By: _____
Nate McDonald, County Judge

Date approved: _____

Date approved: _____

Matagorda County Hospital District

Bay City Independent School District

By: _____
J. Warren Robicheaux, CEO

By: _____
Dwight H. McHazlett, Superintendent

Date approved: _____

Date approved: _____

EMS
Matagorda Emergency Medical Services

By: _____
Printed Name: _____
Title: _____

Date approved: _____