

ORDER OF COMMISSIONERS COURT
Authorizing an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
WITH HARRISON COUNTY**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Interlocal Agreement between **Harris County** and **Harrison County** for the use of Harris County's communications systems. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made pursuant to chapter 791 of the Texas Government Code and entered into by and between **Harris County, Texas** (the "County"), acting by and through its governing body, the Harris County Commissioners Court, and **Harrison County, Texas** (the "User"), acting by and through its governing body and in accordance with the Interlocal Cooperation Act Tex. Gov't Code §§ 791.001. *et. seq.*, as amended.

R E C I T A L S:

The County and the User both own a public safety trunked radio system that is licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via radio units;

The County operates a Mobility Services Program, which builds, procures, hosts and/or administers mobile technologies including mobile applications, devices and supporting equipment;

The County and the User each desire to obtain access to each other's communications systems in order to communicate among various public safety units;

The County and the User find that using each other's communication systems will predominantly serve a public purpose;

The County will ensure the public receives a proper return benefit for allowing access to the County's communication systems; and

The County will retain sufficient control over all network equipment to ensure the public purpose is maintained.

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

T E R M S:

I.

For purposes of this Agreement, the following definitions apply:

EXHIBIT

MAR 25 2025

APPROVED *lcy*

- A. **Primary Dispatch System:**
A communications system upon which the 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. **TxWARN:**
Texas Wide Area Radio Network. Current operating name of the Project 25 Regional Radio System.
- D. **Project 25 Regional Radio System:**
Combination of multiple 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 Universal Services;
- E. **Trunked Radio System:**
Two-way radio system that uses a control channel to automatically assign frequency channels to groups of users.
- F. **Radio Unit:**
Mobile, stationary, or portable voice radio communication subscriber units communicating among themselves at certain air wave frequencies; and
- G. **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 a User's Radio Units;
- H. **Radio Authentication:**
Radio authentication utilizes the Project 25 TIA102.AACE Link Layer Authentication standard. It is over-the-air compatible with other P25 manufacturer's equipment that incorporates the Link Layer standard. One of the key issues a system manager must address is minimizing the use of unauthorized radios, whether they have been lost or stolen, or have been cloned illegitimately. The Radio Authentication solution provides an extra level of verification, every time a radio registers to the system; and
- I. **Project 25 (P25) Phase 2 TDMA**
(P25) Phase 2 refers to P25 requirements and standards for a digital Common Air Interface (CAI), Time Division Multiple Access (TDMA) based, which provides one voice channel per 6.25 kHz channel spectrum efficiency. The current standards effort focuses on 2-slot TDMA which provides two voice traffic channels in a 12.5 kHz allocation.

- J. **Interoperable Mobile Applications**
Products and services made available at User's option to access the County's public safety communication systems using various technologies beyond land mobile radio.
- K. **MANET**
Mobile Ad Hoc Networking. Agencies subscribed to the TxWARN radio system are deploying MANET devices and tethering MPU5 Radios to the TxWARN radio system. The MPU5 and the MANET Network create a data mesh network to relay data and radio traffic between an MPU5 radio and an APCO 25 subscriber radio to the TxWARN Radio system.

II.

The County agrees that during the term of this Agreement, it will provide one or more of the following Services, in accordance with User's signed quote(s):

- A. Allow the User to have access to its Radio System to engage in radio communications among its Radio Units as a Primary Dispatch System, which includes the following;
- i. Providing the User with a Systems Code Identification Number;
 - ii. Provide the User with a programming key at cost for programming Radio Units.
 - iii. Upon being notified that one or more of the User's Radio Units have been lost or stolen, attempting to disable the lost or stolen Radio Units;
 - iv. Providing the same level of Priority Access to the Radio System for the User as that afforded the County;
 - v. Use the System Code Identification Number described in this Agreement to access the TxWARN radio system as a Primary Dispatch System;
- B. Provide installation and repair services on a per quote basis, to the extent resources are available and solely at its discretion, to equipment used on the Radio System; and
- C. Provide Users with the option to adopt or subscribe to various products and services as part of its Mobility Services Program.
- D. At the User's and the County's combined discretion, assume maintenance responsibility for the infrastructure, which provides resources and access to the communications system at a rate specified in quotes that will be created and agreed upon by request.
- E. Provide administrative, technical, consultation and system core side support services to integrate Users system into the TxWARN system at a rate specified in the Fee Schedule attached hereto and incorporated herein.

III.

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

- A. Affirm that the County assumes no cost or responsibility for providing the Radio Units that will have access to the TxWARN Radio System;**
- B. Allow Harris County Radio System Users to access Harrison County, Texas and/or Towers to engage in radio communications among its Radio Units as Primary Dispatch System;**
- C. Allow the County to plan and manage Harrison County, Texas Radio System Infrastructure as part of the TxWARN Radio System. (Prior joint approval by both the County and the User with notification is required for any changes, modifications or upgrades.)**
- D. Maintain its Radio System infrastructure connected into the TxWARN Radio System at the same software version, hardware level and maintenance level as the TxWARN Radio System as a whole at its own cost, if system wide funding is not available.**
- E. Give the 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 County's Radio System, or to make changes to interoperable mobile application subscription services;**
- F. Notify the County that one or more of its Radio Units have been lost or stolen within twenty-four (24) hours of determining that the Radio Units have been lost or stolen;**
- G. Use the System Code Identification Number described in this Agreement to access the County's radio system as a Primary Dispatch System;**
- H. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC. In addition, the User agrees to observe and abide by any applicable administrative rules promulgated by the County from and after the date such rules become effective and have been delivered to User. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the County without incurring any liability for this modification. Should the County notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement. If assent to the change is not given, this Agreement terminates; and**
- I. Affirm that the County assumes no cost or responsibility for communication failures that occur while using the MANET, MPU5 radios, or other tethered mobile ad hoc networking devices used in concert with the TxWARN Radio System. The County intend for the use of these devices in the TxWARN region as an extension of the TxWARN into a facility that may be experiencing reduced coverage or tactical situations where the TxWARN system is interfered with or degraded. The MANET and MPU5 devices are not the sole deployable network on the market making them non-interoperable with other**

manufacturers; therefore, this acknowledgement is applicable to any device that is tethered into the TxWARN radio system.

IV.

It is expressly understood and agreed that in consideration of the mutual benefits derived from this agreement by the County and the User, neither party shall charge the other party any fee for access to its Radio System. It is further understood and agreed that in consideration for ongoing maintenance and operational costs incurred by the County in support of the participation of the User in the TxWARN Radio System, the User shall reimburse the County in accordance with the rate specified in the Fee Schedule attached hereto and incorporated herein. Notwithstanding any provision to the contrary, the parties agree that the County may provide such monthly invoices to the User by email sent to a mutually agreed upon email address.

V.

To the extent the User relies on the County for radio programming or radio template creation, the User expressly understands and agrees to pay the County for the programming of the User's radios for use on the Radio System at a rate specified in the Fee Schedule, attached hereto and incorporated herein, upon initial access to the Radio System. Should the User's Radio Units require maintenance that destroys the original programming referred to above, after such maintenance each radio will be reprogrammed to the standard configuration at the rate specified in the attached Fee Schedule. In any instance in which the County performs Radio Unit programming services, the User agrees to pay the County the entire amount owed for the programming of Radio Units within thirty (30) days of the invoice date of such services.

VI.

If the User desires to gain access to the TxWARN System for use of any Radio Units, all radios, regardless of Manufacturer, must contain the Radio Authentication option. If the User desires to gain access to Harris County talkgroups for use of any Radio Units, all radios, regardless of Manufacturer, must contain an active P25 Phase 2 TDMA option. Any radios without these featured options will not be activated.

VII.

To the extent resources are available and solely at its discretion, County may provide radio equipment installation and radio services upon request of the User. If these services are provided, the User agrees to pay the County at the rate specified in the Fee Schedule attached hereto and incorporated herein, or as quoted and agreed upon before work. The County agrees to invoice the User after the services are rendered, and the User agrees to pay invoices within thirty (30) days of the invoice date. Solely at the discretion of the County, the User may purchase certain additional parts and accessories from the County at a price set by the County. The County agrees to invoice the User after the parts and/or accessories are supplied to the User. The User agrees to pay the invoice within thirty (30) days of the invoice's date.

It is expressly understood that the County 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 County 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 County.

VIII.

Mobility Services Program: The County provides Users with the option of adopting the following products and services at the rates specified in the Fee Schedule for various interoperable mobile applications ("apps") and other technologies beyond land mobile radio:

- A. Mobile Apps**
 - i. App licenses- County will bill monthly subscriptions for end user licenses for applications selected by User;**
 - ii. App administration- includes account creation/deletion, group management, will be bundled into the monthly subscription fee;**
 - iii. App setup- includes planning and configuration for app deployment;**
 - iv. App training- end user training of mobile apps;**
 - v. App support- may be bundled into the monthly subscription or billed separately depending on the application and end user preferences.**
- B. Equipment**
 - i. Equipment rental**
 - ii. Equipment programming and configuration**
 - iii. Inventory management**

The User expressly agrees to pay monthly charges for interoperable mobile applications products and services selected by User in full after the end of each month during the term of this Agreement. Notwithstanding any provision to the contrary, the parties agree that the County may provide such monthly invoices to User by email sent to a mutually agreed upon email address.

IX.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase. Should such increase become effective during a term of this Agreement, the increase will be prorated based upon the number of months remaining in the then current term of this Agreement. In the event of such mid-term fee increase, the User agrees to pay the total, prorated fee increase on or before thirty (30) days after the effective date of the fee increase. The User agrees to pay the County the entire amount owed from the fee increase within thirty (30) days of receiving notice. Notice may be in the form of an invoice.

X.

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 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. Notwithstanding the preceding, this Agreement terminates:

- A. Immediately if all or substantially all of the authorization held by the County or the User is 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. Should the User terminate this Agreement as provided in this paragraph, the User agrees that payment in full of all obligations owed to the County by the User is a condition precedent to termination. Should either party terminate the Agreement, the User is entitled to a refund of the pro rata share of any prepayment.

XI.

If the User fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the County has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the County has the right to terminate the Agreement, deny the User any service provided by the County under this Agreement, and retain all moneys paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the County and User are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

XII.

Should the County fail to perform as provided under the terms of this Agreement, the User's sole remedy is termination of this Agreement, and the County agrees to make a refund to the User of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

XIII.

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 condition 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 User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

XIV.

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:

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

Original to: 1. Universal Services
406 Caroline, 4th Floor
Houston, TX 77002-2027

and

Copy to: 2. Commissioners Court of Harris County
Harris County Administration Building
1001 Preston, 9th Floor
Houston TX 77002-1891
Attention: Clerk of Commissioners Court

FOR THE USER: Harrison County, Texas
Attn: Hilton Poindexter
200 W. Houston St.
Marshall, Texas 75670

E-Invoicing Address: hiltonp@co.harrison.tx.us

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. Notwithstanding any provision to the contrary, the parties agree that the County may provide monthly invoices to the User by email sent to a mutually agreed upon email address.

XV.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

XVI.

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 Harris 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.

XVII.

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 (fiscal year defined as September 1 through August 31) if funds are not allotted for the next fiscal year to continue this Agreement.

XVIII.

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 except for those modifications effectuated pursuant to the provisions of Paragraph III (E).

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.

[EXECUTION PAGE FOLLOWS]

HARRISON COUNTY, TEXAS

By: 
Chad Sims
County Judge

Date: March 25, 2025

ATTEST:

By: 
Brandon "B.J." Fletcher
Sheriff

Date: 03/04/2025

By: 
Charlene Dean
Judicial Adm. Assist.

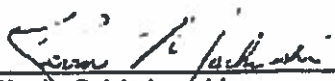
Date: March 25, 2025

HARRIS COUNTY, TEXAS

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE
HARRIS COUNTY ATTORNEY

By: 
Kevin G. Markowski
Assistant County Attorney
CAO File 25GEN0516

System Owner Radio System Maintenance Fee Schedule "Exhibit A"

	<u>Fees Basis</u>	<u>Fee</u>
Service Fees – Hourly Labor Rate	Actual billable hours	\$72.00
Professional Services – Hourly Labor Rate	Actual billable hours	\$100.00
Fiat rate service agreement quoted upon request.		
System Access		
Primary user (Voice)	Monthly per unit	\$39.00
Non-Primary user (Voice)	Monthly per unit	\$15.00
Mobile Digital Terminal	Monthly per unit	\$12.75
WAVE (onetime)	Initial setup per unit	\$15.00
WAVE PTX (onetime)	Initial setup per unit	\$20.00
WAVE	Monthly per unit	\$15.00
WAVE PTX	Monthly per unit	\$20.00
Operational Patch	Monthly per minute	\$8.00
Radio Management	Yearly per unit	\$15.00
Applications		
Response	Monthly per user	\$8.00
Moxtra	Monthly per user	\$8.00
Activate	Monthly per user	\$5.00
Bundle Application Package (Response, Moxtra & Activate)	Monthly per user	\$15.00
Programming		
Radio Unit (Voice)		
Portable	One-time based on 0.5 hours	\$36.00
Mobile	One-time based on 0.5 hours	\$36.00
Template Creation		
Template Update	Update Existing Template	\$72.00
Template	Per 3 Zone increments	\$216.00
Vender Support Maintenance Fees		
Genesis		
Genesis CMAF	Yearly per connection	\$6,164.67
Genesis Remote Access	Yearly per connection	
\$1,000.00		
Motorola		
EAM Seat License	Yearly per seat license	
\$1,338.75		
Dispatch Wireline Console		
Technical Support	Annual per Dispatch Center	\$840.34
Infrastructure Repair via Harris County Depot	Annual per Operator Position	\$286.09
Infrastructure Repair via Harris County Depot	Annual per Dispatch	\$779.09
Infrastructure Repair via Harris County Depot	Annual per AIS	\$286.09
Pre-Tested SUS	Annual per Dispatch Center	
\$2,891.49		
RSUS	Annual per Dispatch Center	\$445.23
Port Connect Fee (Master Site)	Annual per Dispatch Center	
\$2,618.31		
Zone, Subscriber, Backhaul Technical Resource and System Administration (Does not include on-site 3 rd party cost.)	Annual per Dispatch Center	\$2,565.00

- Continued-

RF Infrastructure		
Technical Support	Annual per Prime Site	\$8,660.74
Technical Support	Annual per Site	\$421.03
Infrastructure Repair via Harris County Depot	Annual per Repeater	\$257.51
Infrastructure Repair via Harris County Depot	Annual per Prime Site	\$2352.40
Infrastructure Repair via Harris County Depot	Annual per Site	\$779.09
Port Connect Fee (Master Site)	Annual per Site	\$2,618.31
Zone, Subscriber, Backhaul Technical Resource and System Administration (Does not include on-site 3 rd party cost.)	Annual per Site	\$2,565.00

6/26/2024