

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF COLLEGE STATION  
THE CITY OF BRYAN  
BRAZOS COUNTY  
AND BRAZOS COUNTY EMERGENCY COMMUNICATIONS DISTRICT  
For  
Low-Power AM Radio Broadcast System**

This Agreement is made and entered into by and between the City of College Station (hereinafter referred to as "College Station"), a Texas Home Rule Municipal Corporation, the City of Bryan, Texas (hereinafter referred to as "Bryan"), Brazos County, Texas (hereinafter referred to as the "County") and Brazos County Emergency Communications District.

**WHEREAS**, College Station, Bryan, the County and Brazos County Emergency Communications District wish to enter into an Interlocal Agreement for the joint purchase and operation of a low-power AM radio broadcast system (hereinafter referred to as the "Broadcast System");

**WHEREAS**, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to perform governmental functions or services including emergency response services and to make cooperative purchases of goods among themselves;

**WHEREAS**, College Station, Bryan, the County and Brazos County Emergency Communications District desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

**WHEREAS**, the parties represent that each is independently authorized to perform the functions or services contemplated by this Agreement;

**WHEREAS**, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

**WHEREAS**, the parties are of the opinion that the joint purchase and common use of the Broadcast System for the purpose of informing the public in the case of emergencies will be beneficial to the citizens of Brazos County through the efficiencies and potential savings to be realized.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as follows:

## **JOINT PURCHASE OF BROADCAST SYSTEM**

1. The parties will jointly purchase the Broadcast System which will be designed to serve College Station, Bryan, and the County separately during nonemergencies and as a linked system during emergencies.
2. College Station will solicit public bids and negotiate the contract for the purchase and installation of the Broadcast System, provided, however, that the Brazos County Emergency Communications District shall approve all contract terms before the contract is executed. The contract will specify pricing by item and purchasing party. The contract shall provide for split billings to be accomplished at the vendor level.
3. Brazos County Emergency Communications District will purchase the following to be used as part of the Broadcast System: five (5) low-power AM radio transmitters; associated equipment including but not limited to GPS clocks, antenna system, recorder/player and decoder; installation of the transmitters and associated equipment; and training on the operation and use of the Broadcast System. The transmitters are to be placed as follows:

One master low-power AM radio transmitter within the boundaries of College Station

One master low-power AM radio transmitter within the boundaries of Bryan

One master low-power AM radio transmitter and two synchronized low-power AM radio transmitters in Brazos County outside the boundaries of College Station and Bryan.

4. The Broadcast System will support signage that flashes when the system is activated during an emergency. College Station, Bryan and the County will purchase, install and maintain road signage as determined by each entity. Any party may determine that it will not use said road signage.
5. College Station, Bryan and the County each may purchase additional synchronized low-power AM radio transmitters to be placed within that party's jurisdiction to include the AM transmitter, associated equipment and installation under the terms of this Agreement. Such additional equipment will be considered part of the Broadcast System for the purposes of this Agreement.

## **OWNERSHIP, OPERATION AND MAINTENANCE OF THE SYSTEM**

6. Each party will retain ownership of the equipment purchased by that entity under the terms of this Agreement. College Station, Bryan and the County will each operate all equipment that is placed within their respective boundaries.

7. Brazos County Emergency Communications District, in cooperation with College Station, Bryan and the County, will provide long term maintenance for the equipment purchased by the District. College Station will provide day to day maintenance and inspections for the equipment purchased by the District and located within the boundaries of College Station. Brazos County Emergency Communications District, through its existing communications contracts, will provide day to day maintenance and inspections for the equipment purchased by the District and located within the boundaries of Bryan and Brazos County. College Station, Bryan and the County will each maintain all other Broadcast System equipment within their respective boundaries.
8. College Station, Bryan and the County will provide locations, including AC power and telephone/BVCnet connections, for all equipment. Proposed initial locations are, College Station Fire Station 1, College Station Fire Station 3, Bryan Fire Station 1, Kurten VFD Station 1, South Brazos County VFD Station 4, and one (1) undetermined County location.
9. Initial FCC licensing shall be completed by the vendor. Three separate AM radio broadcast FCC licenses will be acquired so that College Station, Bryan and the County may each operate the Broadcast System in their area separately. College Station, Bryan and the County shall each maintain proper licensing of the transmitter(s) located within their respective boundaries. Licenses shall be posted at transmitter sites in accordance with FCC regulations. A copy of all licenses shall be maintained by Brazos County Emergency Communications District.
10. The parties agree that Brazos County Emergency Communications District shall be responsible for the management of the Broadcast System. College Station, Bryan and the County will be responsible for the day to day operation of the Broadcast System.
11. The parties agree that in time of emergency within any jurisdiction, personnel given authority by the Brazos County Low Power AM Radio Emergency Advisory System committee, as defined below, may link all transmitters to provide community emergency information. The party making the emergency link will return the Broadcast System to normal operations, when the emergency has passed.
12. The parties agree to designate and maintain at least two (2) individuals trained in the operation, programming and maintenance of the Broadcast System. Initial training will be provided by the vendor.
13. College Station, Bryan and the County will provide non-emergency programming, following established FCC guidelines.
14. College Station, Bryan and the County will further fulfill FCC requirements of announcing station identification (frequency, station call letters, jurisdiction) at least two (2) times per hour.

15. In addition to identifying its own station, each jurisdiction will end each broadcast segment by promoting the stations of the other two jurisdictions, thereby emphasizing the collaboration for purposes of emergency notification and community awareness.
16. The parties agree to form a Brazos County Low-Power AM Radio Emergency Advisory System committee to review operations. This committee will meet as needed, but not less than once per year. This committee shall meet within thirty (30) calendar days of any emergency activation, for positive critique purposes. The Emergency Management Coordinator for each party or their designees shall serve on this committee and Brazos County Emergency Communications District shall serve as the facilitator of this committee.
17. Other agencies may join this system with mutual consent of all existing parties and upon execution of this Agreement by the joining party.
18. Neither Party shall have the right to direct or control the conduct of the other Party with respect to the duties and obligations of each party under the terms of this Agreement.
19. Each entity shall ensure that all applicable laws and ordinances have been satisfied.
20. **Effective Date and Term.** This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect until September 30, 2005. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth herein shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 121 or 122.
21. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
22. **Withdrawal from Participation.** Termination of participation in this Agreement by a party or parties shall not affect the continued operation of this Agreement between and among the remaining parties and this Agreement shall continue in force and remain binding on the other parties. Any party may remove itself from this Agreement with or without cause, upon thirty (30) calendar days written notice to all other parties in accordance with Paragraph 27 herein.
23. Upon termination from participation, ownership and management of the System equipment located in the withdrawing party's jurisdiction shall revert or remain with the party originally purchasing the equipment.

24. **INDEMNIFICATION**: Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused, or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement.
25. **CONSENT TO SUIT**: Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.
26. **Invalidity**. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
27. **Written Notice**. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the business address as listed herein.

**City of College Station:**

City Manager  
City of College Station  
P.O. Box 9960  
College Station, Texas 77842

**City of Bryan:**

City Manager  
City of Bryan  
300 South Texas Avenue  
Bryan, Texas 77803

**Brazos County:**

County Judge  
Brazos County  
300 East 29<sup>th</sup> Street, Suite 114  
Bryan Texas 77803

**Brazos County Emergency Communications District:**

Executive Director  
Brazos County Emergency Communications District  
PO Box 911  
Bryan Texas 77806

28. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
29. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
30. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
31. **Place of Performance.** Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.
32. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective governments or special districts.
33. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
34. **Agreement Read.** The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.
35. **Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.
36. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2004 by **CITY OF COLLEGE STATION.**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

**RON SILVIA**  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CONNIE HOOKS**  
City Secretary

*Carla A. Robinson*

\_\_\_\_\_  
City Attorney

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF BRAZOS**   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RON SILVIA**, Mayor of College Station, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2004.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

Contract No. \_\_\_\_\_

EXECUTED this the 12th day of August, 2004 by CITY OF BRYAN.

CITY OF BRYAN

By: *Ernie Wentrcek*  
ERNIE WENTRCEK  
Mayor

ATTEST:

APPROVED AS TO FORM:

*Mary Lynn Strata*  
Mary Lynn Strata  
City Secretary

*Mark Gossert*  
City Attorney

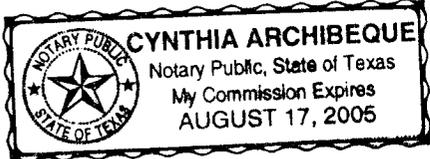
ACKNOWLEDGEMENT

STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **ERNIE WENTRCEK**, Mayor of Bryan, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of August, A.D. 2004.

*Cynthia Archibeque*  
Notary Public, State of Texas  
My Commission Expires: 8-17-05



Contract No. \_\_\_\_\_

EXECUTED this the 27th day of July, 2004 by  
BRAZOS COUNTY.

COUNTY OF BRAZOS

By: [Signature]  
RANDY SIMS  
County Judge

ATTEST:

APPROVED AS TO FORM:

[Signature]  
Karen McQueen  
County Clerk  
*By: J. Lowery  
Chief Deputy*

[Signature]  
Counsel for Brazos County

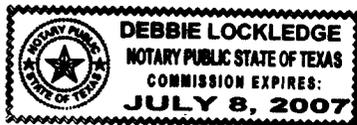
ACKNOWLEDGEMENT

STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RANDY SIMS**, County Judge of Brazos County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of July, A.D. 2004.

[Signature]  
Notary Public, State of Texas  
My Commission Expires: 7/8/2007



Contract No. \_\_\_\_\_

EXECUTED this the 29<sup>th</sup> day of July, 2004 by  
BRAZOS COUNTY.

BRAZOS COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT

By: *Ronald G. Mayworm*  
RONALD G. MAYWORM  
Chairman, Board of Managers

ATTEST:

APPROVED AS TO FORM:

*Ernie Wentreck*  
Ernie Wentreck  
Secretary, Board of Managers

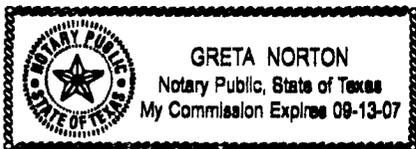
*Patricia E. Murray*  
Patricia E. Murray  
Counsel for Brazos County  
Emergency Communications District

ACKNOWLEDGEMENT

STATE OF TEXAS §  
  §  
COUNTY OF BRAZOS §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **RONALD G. MAYWORM**, Chairman, Board of Managers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29<sup>th</sup> day of July, A.D. 2004.



*Greta Norton*  
Notary Public, State of Texas  
My Commission Expires: 09-13-07

Contract No. \_\_\_\_\_