

## INTERLOCAL AGREEMENT

### 800 MHZ RADIO COMMUNICATION SYSTEMS

THIS INTERLOCAL AGREEMENT is hereby made and entered into by and between the CITY OF COLLEGE STATION, TEXAS, a home rule municipal corporation ("College Station"), the CITY OF BRYAN, TEXAS, a home rule municipal corporation ("Bryan"), COUNTY OF BRAZOS, TEXAS ("Brazos County"), Blinn College ("Blinn") and TEXAS A&M UNIVERSITY ("TAMU") each acting by and through its duly authorized agents (referred to collectively as the "Parties"),

**WHEREAS**, the Parties are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into an agreement for the performance of governmental functions including but not limited to police protection and detention services; fire protection; and public health and welfare; and

**WHEREAS**, the Parties are authorized by the Texas Local Government Code, Chapter 362, to enter into a joint agreement for the performance of the governmental function of providing Law Enforcement Services; and

**WHEREAS**, successful cooperation in providing such governmental functions requires effective coordination of communications between all Parties including emergency response personnel; and

**WHEREAS**, the Parties desire to enter into an agreement with one another to facilitate each Party's communications capabilities by permitting access to all Parties' 800 megahertz band radio communications systems (referred to hereinafter as "800 MHz Systems"; and

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants made herein by College Station, Bryan, Brazos County, Blinn and TAMU to be respectively kept and performed, the Parties hereby mutually agree as follows:

#### I. DEFINITIONS

- (a) "800 MHz System" means a trunked two-way radio system utilizing one control channel and multiple talk channels operated over an 800 megahertz frequency that is currently owned, operated and licensed individually by the Parties.
- (b) "Emergency" means any unforeseen event or condition requiring immediate action, which has the potential to jeopardize the health, safety and/or welfare of the public, personnel or property.
- (c) "Interagency Communications" means radio use, other than Regular Radio Use, for the purpose of communicating between Parties.
- (d) "Regular Radio Use" means the daily use of radios by a Party for communications between members of that Party.
- (e) "Emergency Radio Support" means the use of one Party's 800 MHz System by another Party in the case of a failure of the second Party's 800 MHz System.

(f) "Talk Groups" means a programmed group of radio system users that can communicate with each other over an 800 MHz System without other non-programmed radio users being able to hear or talk to the grouped users. A talk group is similar to a private channel.

## **II. AGREEMENT**

The Parties expressly agree this Agreement is intended to be and should be construed as a contractual document.

## **III. PURPOSE**

The purpose of this Agreement is to provide Parties access to all individual Parties' 800 MHz Systems to allow effective and timely communications between and among the Parties for Emergency Radio Support, interagency communications and emergencies.

## **IV. CONDITIONS FOR RADIO USE**

The Parties agree that the 800 MHz System that will provide the best service in the event of an emergency, for Interagency Communications or for Emergency Radio Support will be used. The Parties shall develop protocol to be used by the Parties to determine which 800 MHz System provides the best service.

- (a) Each Party will permit access to their individual 800 MHz System in order to implement critical communications links between and among the Parties to be used by the Parties in the event of an emergency, for Interagency Communications, or for Emergency Radio Support.
- (b) Each Party agrees that no 800 MHz System other than that Party's shall be used for Regular Radio Use
- (c) Each Party to this Agreement will maintain its respective equipment under its own inventory and will be responsible for the maintenance, necessary upgrades, and all other associated expenses
- (d) Parties will provide unique radio "talk groups". Talk groups will be coordinated between all 800 MHz Systems to allow transparent communication.
- (e) Each Party may, at that Parties' sole discretion, assign priority traffic precedence to the radio "talk groups" such that emergency personnel may have precedence in high traffic situations.

## **V. 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.

## **VI. AGREEMENT TO NOT CONFLICT WITH OTHER AGREEMENTS OR CONTRACTS**

This agreement will not void other agreements or contracts between Parties for services to provide Regular Radio Use.

## **VII. INDEMNITY / RELEASE**

To the extent provided by law and without waiving governmental immunity or the limitations as to damages in the Texas Tort Claims Act, the Parties each individually agree to hold the other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or damage to any property, arising out of or in connection with the work performed under this Agreement. The Parties hereby agree that each Party will remain solely responsible for the legal defense and any civil liability due to the actions of a peace officer or other personnel regularly employed by the Party. Nothing herein shall be construed as a waiver of any legal defense of any nature to any claim against a Party or an agent, officer or employee of a Party.

Each Party hereby releases, relinquishes, and discharges all other Parties, including their officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the services provided under this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of any Party, its officers, agents, and employees, or any third party.

## **VIII. RESERVATION OF IMMUNITY**

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

## **IX. VALIDITY**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Texas.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not effect any of the provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## **X. EXECUTION / EFFECTIVE DATE / TERMINATION**

This Agreement shall become effective between the Parties hereto on the day following execution of the Agreement by each Party.

Any Party may terminate its participation in this Agreement by providing thirty (30) days written notice to every other Party as provided herein.

## **XI. FUNDING**

Each Party that performs services pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall be liable for failure to expend funds to provide services hereunder. Nothing in this Agreement shall be construed or interpreted to obligate any Party's

funds to support the use of another Party's 800 MHz System. No funds shall be transferred between the Parties.

## **XII. MODIFICATION**

This Agreement may only be amended or modified by the mutual agreement of the Parties hereto in writing.

This instrument contains all commitments and agreements of the Parties, and oral and written commitments not contained herein shall have no force or effect to alter any terms or conditions of this Agreement.

## **XIII. ORIGINAL DOCUMENTS**

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.

## **XIV. WAIVER**

The failure of any Party to insist, in one or more instances, on strict performance of any of the requirements of this Agreement will not be construed as a waiver or relinquishment of such requirements in future instances, but such requirements will continue and remain in full force and effect.

## **XV. SEVERABILITY**

If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement and the Agreement shall be construed as if the invalid, illegal, or unenforceable term or provision had never been contained in it.

## **XVI. NOTICES**

Any notices, approval, consent, or communication by one Party to another must be in writing and may be by personal delivery or registered or certified United States Mail, properly addressed to the respective Parties as follows:

### **COLLEGE STATION:**

Director of Technical &  
Information Services  
Olivia Burnside  
City of College Station  
P. O. Box 9960  
College Station, Texas 77842

### **with copies to:**

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

### **Additional Contact Information:**

Tele. (979) 764-3560  
E-Mail: oburnside@cstx.gov  
Fax: (979) 764-3822

Tele: (979) 764-3510  
E-Mail: tbrymer@cstx.gov  
Fax: (979) 764-6377

Chief of Police  
Ed Feldman  
College Station Police Department  
2611 Texas Avenue S.  
College Station, Texas 77840

Tele: (979) 764-3605  
E-Mail: efeldman@ cstx.gov  
Fax: (409) 764-3468

**BRYAN:**

Radio System Engineer  
Ron Mayworm  
City of Bryan  
P.O. Box 1000  
Bryan, Texas 77805

Tele: (979) 209-5475  
E-Mail: rmayworm@bryantx.gov  
Fax: (979) 209-5489

**with copies to:**

City Manager  
Mary Kay Moore  
City of Bryan  
300 South Texas Avenue  
Bryan, Texas 77803

Tele: (979) 209-5100  
E-Mail: mmoore@bryantx.gov  
Fax: (979) 209-5106

Chief of Police  
Michael Stropem  
Bryan Police Department  
301 South Texas Avenue  
Bryan, Texas 77803

Tele: (979) 209-5387  
E-Mail: stropem@bryantx.gov  
Fax: (979) 209-5388

**BRAZOS COUNTY:**

Sheriff  
Chris Kirk  
Brazos County Sheriff's Office  
300 East 29<sup>th</sup> Street, Suite 105  
Bryan, Texas, 77803

Tele: (979) 361-4148  
E-Mail: chriskirk@highsheriff.com  
Fax: (979) 361-4170

**with copy to:**

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

Tele: (979) 361-4102  
E-Mail: dblockledge@co.brazos.tx.us  
Fax: (979) 823-6593

**TAMU:**

Department of Contract Administration  
Dean Endler  
Texas A&M University  
1260 TAMU  
College Station, TX 77843-1260

Tele: (979) 845-0097  
E-Mail: d-endler@tamu.edu  
Fax: (979) 862-4593

**with copies to:**

Telecommunications Director  
Walt Magnussen  
Texas A&M University  
Mail Stop 1371  
College Station, Texas, 77843-1371

Tele: (979) 845-5588  
E-Mail: waltmagnussen@tamu.edu  
Fax: (979) 847-1111

Radio System Manager  
Lance Parr  
Texas A&M University  
Mail Stop 1371  
College Station, Texas, 77843-1371

Tele: (979) 458-1746  
E-Mail: l-parr@tamu.edu  
Fax: (979) 847-1111

**BLINN:**

Director of Police and Security  
Billy May  
Blinn College  
P.O. Box 6030  
Bryan, TX 77805

Tele (979) 209-7418  
E-Mail: bmay@blinn.edu  
Fax: (979) 209-7448

**with copy to:**

President  
Donald E. Voelter  
Blinn College  
902 College Avenue  
Brenham, TX 77833

Tele: (979) 830-4112  
E-Mail: bkrebs@blinn.edu  
Fax: (979) 830-4116

**XVII. STATE AGENCY**

The Parties expressly acknowledge that each Party to this Agreement is a Texas governmental entity. Nothing in this Agreement will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges and immunities as may be provided by law.

**XVIII. HEADINGS**

The article headings in this Agreement are used for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation.

**XIX. JURISDICTION**

This Agreement is construed under and in accordance with the laws of the State of Texas and is performable in Brazos County, Texas.

**XX. PUBLIC INFORMATION COORDINATION**

Public disclosure of information related to, and activities conducted under, this Agreement will be subject to the Freedom of Information Act (5 U.S.C. § 552) and the Texas Public Information Act (TEX. GOV'T CODE §§ 552.001 et seq.). Prior to disclosure of any requested information, the Parties shall consult with each other regarding any such proposed disclosure.

**XXI. CONSENT TO SUIT**

A Party by entering into this Agreement does not give its consent to suit.

**XXII. ASSIGNMENT**

This Agreement may not be assigned by any party without the written consent of the other Parties.

**XXIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral.

**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: \_\_\_\_\_

EXECUTED this the 15th day of April, 2004 by **CITY OF BRYAN.**

~~CITY OF BRYAN  
By \_\_\_\_\_  
JAY DON WATSON  
Mayor~~

ATTEST:  
  
Mary Lynn Strata  
**Mary Lynn Strata**  
City Secretary

APPROVED AS TO FORM:  
  
Michael Cosentino  
**Michael Cosentino**  
City Attorney

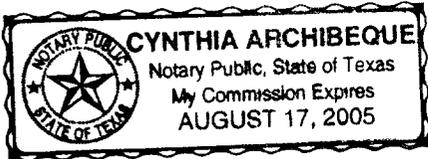
**ACKNOWLEDGEMENT**

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 **JAY DON WATSON**, 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 20<sup>th</sup> day of April, A.D. 2004

*Cynthia Archibeque*  
Notary Public, State of Texas  
My Commission Expires: 08/2005



EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2004 by **BRAZOS COUNTY**

**COUNTY OF BRAZOS**

By: \_\_\_\_\_  
**RANDY SIMS**  
County Judge

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Karen McQueen**  
County Clerk

\_\_\_\_\_  
Counsel for Brazos County

EXECUTED this the 30 day of March,  
2004 by BRAZOS COUNTY.

COUNTY OF BRAZOS

By: *Randy Sims*  
RANDY SIMS  
County Judge

ATTEST:

*Karen McQueen*  
Karen McQueen  
County Clerk

APPROVED AS TO FORM:

*Patricia E. Myronoff*  
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 30<sup>th</sup> day of March, A.D. 2004.

*Debbie S. Lockledge*  
Notary Public, State of Texas  
My Commission Expires: 7/8/07





EXECUTED this the 9<sup>th</sup> day of July,  
2004 by **TEXAS A&M UNIVERSITY**.

**TEXAS A&M UNIVERSITY**

By: Michael B. Huddleston  
Michael B. Huddleston  
Executive Director  
University Contracts Officer

**ATTEST:**

Dean Endler  
Dean Endler  
Financial Mgmt Supervisor

**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 **Michael B. Huddleston**, Executive Director and University Contracts Officer for Texas A&M University, 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 9<sup>th</sup> day of  
July, A.D. 2004.

Susan H Yeager  
Notary Public, State of Texas  
My Commission Expires: 10/7/05

