

County of Johnson
State of Texas

**AGREEMENT FOR USE OF RADIO TRANSCEIVER EQUIPMENT
BETWEEN JOHNSON COUNTY AND THE TEXAS DEPARTMENT OF
PUBLIC SAFETY**

This agreement is made on the date of the last party's signature to this agreement and is between the County of Johnson, Texas, hereinafter referred to as "County" and the TEXAS DEPARTMENT OF PUBLIC SAFETY hereinafter referred to as "DPS", The County and DPS make the following findings in entering into this agreement.

Whereas, this agreement is made pursuant to the authority of Section 791.001 – 791.029 of the Texas Government Code; and

Whereas, the expense of any payments or performance required by this agreement shall come from current revenues legally available to the parties; and

Whereas, the subject of this agreement is necessary for the benefit of the public and each party has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and

Whereas, the parties find that the performance of this agreement is in the common interest of both parties. For and in consideration of the terms set below;

The County, through the office of the Johnson County Sheriff, will conduct the following activities:

Provide to DPS certain radio equipment described as follows:

SUB-ATTACHED MOTOROLA XTS 1500 PORTABLE RADIO(S) and described hereafter as "Radio Equipment"

The County will not charge DPS for use of the Radio Equipment. However, the parties understand and agree that the Radio Equipment shall at all times be owned by Johnson County. It is understood that upon termination of this Agreement that all Radio Equipment that is provided by County to DPS is owned by County and upon termination of this agreement or cessation of use of the equipment by DPS the Radio Equipment will be returned to County.

DPS agrees that if any of the Radio Equipment is lost, damaged, or stolen then DPS shall be responsible for such loss, damage, or theft and will, at Johnson County's discretion reimburse Johnson County for the loss or replace the equipment with equipment of an equal value and function as the equipment lost.

This agreement shall remain in effect from January 23, 2013 until all Radio Equipment provided pursuant to this agreement is returned to Johnson County or satisfaction has been made for all losses.

Continuation of this Agreement is subject to the appropriation of funds by the State of Texas and / or the County Commissioners for each annual budget.

It is expressly understood and agreed that the period or term of this Agreement may be terminated without cause at anytime by either party by giving to the other party thirty (30) days advance notice of it's intention to do so, specifying therein the effective date of such termination. Upon termination of this agreement all equipment shall be returned to Johnson County.

Notice to the County shall be accomplished by certified mail to the Johnson County Sheriff, 1102 E. Kilpatrick, Cleburne, Texas 76031. Likewise notice to the DPS shall be accomplished by certified mail to _____
600 W. Kilpatrick, Cleburne TX 76033

It is understood and agreed that DPS assumes full responsibility for the actions of DPS personnel related to the use of the "Radio Equipment" incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control.

This agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Johnson County, Texas for any action under this agreement.

By entering into this Agreement the parties do not intend to create any rights or obligations other than those specifically set forth herein and the Agreement shall not create rights in persons not a party to this Agreement.

The signatures to this Agreement warrant that each has the authority to enter into this agreement on behalf of the entity they represent.

IN WITNESS WHERE OF, the parties hereto have executed duplicate counterparts to effectuate these Agreements.

By: Ed. O. Ruff Date: 2.4.13

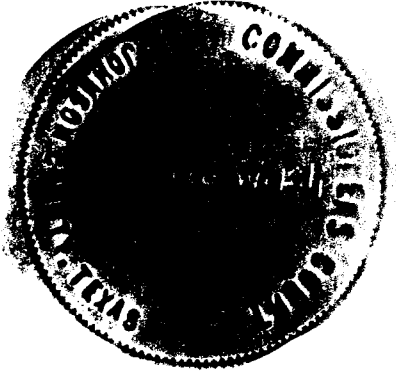
Sgt. Edric Ruffin, DPS

By: ~~Signature~~ Date: 2-11-13
Judge Roger Harmon, County

Approved:

Signature
Bob Alford, Johnson County Sheriff

Becky Williams
Attest: County Clerk





" Attachment "

Johnson County Sheriff
(817) 556-6058

02/08/2013
13:30:26


LOAN AGREEMENT

ITEMS RECEIVED FROM:	RECEIPT: Name and Organization	TAC ID:	LICENSE PL:	DATE ITEMS ARE TO BE RETURNED
TIM	DPS PATROL			Long Term

ID #	ITEM DESCRIPTION Category, Type, Make, Model	Serial / Year Model	Quantity
ZZ44	COMMUNICATIONS EQUIPMENT / REMOTE MICROPHONE / MOTOROLA / RMN5038A		15
			
	NOTE:		
ZZ35	COMMUNICATIONS EQUIPMENT / CHARGER / MOTOROLA / WPLN4111AR		15
			
	NOTE:		








Total # of Items: 2

I acknowledge that in I am responsible for the proper care, security, use, and maintenance of all articles and official equipment provided. If property is lost or intentionally damaged, I am responsible and may be subjected to reimbursement charges and/or disciplinary action. I further understand that I am responsible for returning the above listed equipment no later than the date specified.

Print Name of Recipient	Signature of Recipient	Duty Telephone	Date/Time Received
DPS			02/08/2013 13:30:26

LOAN AGREEMENT

ITEMS RECEIVED FROM:	RECEIPT: Name and Organization	TAC ID:	LICENSE PL:	DATE ITEMS ARE TO BE RETURNED
TIM	DPS PATROL			

ID #	ITEM DESCRIPTION Category, Type, Make, Model	Serial / Year Model	Quantity
687CMZ0880	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0880	1
			
NOTE:			
687CMZ0881	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0881	1
			
NOTE:			
687CMZ0883	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0883	1
			
NOTE:			
687CMZ0882	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0882	1
			
NOTE:			
687CMZ0901	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0901	1
			
NOTE:			
687CMZ0903	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0903	1
			
NOTE:			
687CMZ0879	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0879	1
			
NOTE:			









Total # of Items: 15

I acknowledge that in I am responsible for the proper care, security, use, and maintenance of all articles and official equipment provided. If property is lost or intentionally damaged, I am responsible and may be subjected to reimbursement charges and/or disciplinary action. I further understand that I am responsible for returning the above listed equipment no later than the date specified.

Print Name of Recipient	Signature of Recipient	Duty Telephone	Date/Time Received
DPS			02/08/2013 13:30:45

LOAN AGREEMENT

ITEMS RECEIVED FROM:	RECEIPT: Name and Organization	TAC ID:	LICENSE PL:	DATE ITEMS ARE TO BE RETURNED
TIM	DPS PATROL			

ID #	ITEM DESCRIPTION Category, Type, Make, Model	Serial / Year Model	Quantity
687CMZ0897	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0897	1
			
NOTE:			
687CMZ0896	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0896	1
			
NOTE:			
687CMZ0895	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0895	1
			
NOTE:			
687CMZ0894	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0894	1
			
NOTE:			
687CMZ0870	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0870	1
			
NOTE:			
687CMZ0861	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0861	1
			
NOTE:			
687CMZ0898	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0898	1
			
NOTE:			
687CMZ0900	COMMUNICATIONS EQUIPMENT / HAND HELD / MOTOROLA / XTS1500	687CMZ0900	1
			
NOTE:			

Total # of Items: 15

I acknowledge that in I am responsible for the proper care, security, use, and maintenance of all articles and official equipment provided. If property is lost or intentionally damaged, I am responsible and may be subjected to reimbursement charges and/or disciplinary action. I further understand that I am responsible for returning the above listed equipment no later than the date specified.

Print Name of Recipient	Signature of Recipient	Duty Telephone	Date/Time Received
DPS			02/08/2013 13:30:45