

County of Johnson  
State of Texas

**AGREEMENT FOR USE OF RADIO TRANSCEIVER EQUIPMENT  
BETWEEN JOHNSON COUNTY AND THE TEXAS ALCOHOLIC BEVERAGE  
COMMISSION**

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 ALCOHOLIC BEVERAGE COMMISSION hereinafter referred to as "TABC". The County and TABC 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 TABC certain radio equipment described as follows:**

**1 MOTOROLA XTS 1500 PORTABLE RADIO(S) and described hereafter as "Radio Equipment"**

The County will not charge TABC 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 TABC is owned by County and upon termination of this agreement or cessation of use of the equipment by TABC the Radio Equipment will be returned to County.

TABC agrees that if any of the Radio Equipment is lost, damaged, or stolen then TABC 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 TABC shall be accomplished by certified mail to \_\_\_\_\_

It is understood and agreed that TABC assumes full responsibility for the actions of TABC 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. *To the extent allowed by law* the parties consent to the jurisdiction and venue of the courts of Johnson County, Texas for any action under this agreement. *CEH 2/13/13*

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.

Sheehy/Gisher 2/15/13

By: [Signature] Date: 02-08-13  
Director, Business & Prof. TABC

By: [Signature] Date: 3-25-13  
Judge Roger Harmon, County

Approved:

[Signature]  
Bob Alford, Johnson County Sheriff

Betsy Williams  
Attest: County Clerk

