

APR 23 2018

REQUEST FOR AGENDA PLACEMENT FORM **Approved**

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: _____ **TODAY'S DATE:** 4/10/18

DEPARTMENT: County Judge's Office

SIGNATURE OF DEPARTMENT HEAD: _____

REQUESTED AGENDA DATE: April 23, 2018

SPECIFIC AGENDA WORDING: Consideration of Communications System Agreement and Exhibit A Terms of Use between Johnson County and CareFlite
PERSON(S) TO PRESENT ITEM: _____

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: _____ **ACTION ITEM:** x
WORKSHOP _____
(Anticipated number of minutes needed to discuss item) **CONSENT:** _____
EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: x **IT DEPARTMENT:** _____
AUDITOR: _____ **PURCHASING DEPARTMENT:** _____
PERSONNEL: _____ **PUBLIC WORKS:** _____
BUDGET COORDINATOR: _____ **OTHER:** _____

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

COMMUNICATIONS SYSTEM AGREEMENT

This COMMUNICATIONS SYSTEM AGREEMENT (the "Agreement") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and CareFlite, a 501 (c) 3 non-profit Texas Corporation, with its principal offices located at 3110 S. Great S.W. Parkway, Grand Prairie, Texas 75052, individually referred to as a "Party," and collectively referred to herein as the "Parties." The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

RECITALS

WHEREAS, USER provides paramedic care and ambulance services for citizens of County; and

WHEREAS, County and USER find that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, County and USER find that the performance of this Agreement is in the common interest of both Parties and that the division of costs fairly compensates the performing Party for the services or functions under this Agreement; and

WHEREAS, the City Fort Worth ("CFW") owns, operates, and maintains Trunked Voice Radio Systems for the purpose of providing Public Safety voice radio communications and is the sole licensee of the CFW Trunked Voice Radio Systems with all privileges and responsibilities thereof; and

WHEREAS, County has entered into a Communication System Agreement with the CFW whereby the CFW has granted County specific permission to operate its owned Motorola Solutions ASTRO® Site Repeater System, Console System or equipment attached and/or interfaced to the CFW Project 25 Master Site located at the Eagle Mountain Communications Site at 6869 Bowman Roberts Road, Fort Worth, Texas (the "System").

NOW THEREFORE, COUNTY and USER agree as follows:

1. **GRANT OF LICENSE**

County hereby grants the USER a non-exclusive specific permission to operate its radios on County's owned Motorola Solutions ASTRO® Site Repeater System, Console System or equipment attached and/or interfaced to the City of Fort Worth Project 25 Master Site located at the Eagle Mountain Communications Site at 6869 Bowman Roberts Road, Fort Worth, Texas

6. NON-APPROPRIATION OF FUNDS

County and USER will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either Party's governing body, and as a result, that Party is unable to fulfill its obligations under this Agreement, that Party (i) shall promptly notify the other Party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. RIGHT TO AUDIT

USER agrees that the County shall, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions relating to this Agreement at no additional cost to the County. USER agrees that the County shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give USER reasonable advance notice of intended audits.

8. ASSIGNMENT

USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the County. Which such right shall be granted solely at the discretion of the County.

9. NO WAIVER

The failure of either Party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. AMENDMENTS

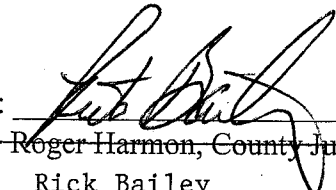
No amendment to this Agreement shall be binding upon either Party hereto unless such amendment is set forth in writing, and signed by both Parties.

11. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

EXECUTED IN MULTIPLE ORIGINALS on this the 23 day of April, 2018

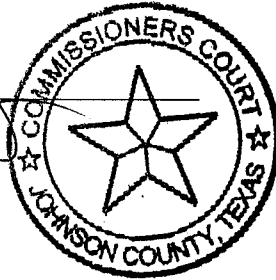
COUNTY:

By: 
~~Roger Harmon, County Judge~~
Rick Bailey
Commissioner, Pct. #1

Date: April 23, 2018


Attest:


Becky Ivey, County Clerk



Date: April 23, 2018

USER:

By: 
Printed Name: Doug McFiegent
Title: VP Ground Operations

Date: 3/28/18

TERMS OF USE

1. The CFW shall provide and maintain the Motorola Solutions ASTRO 25 Master Site to which the County's Site Repeater Systems and Consoles System will connect. If the County increases its number of Site Repeater Systems or Console Systems, the County will incur all costs, if any, resulting from the expansion of capacity of the System and associated hardware and software required to accommodate the County's additions.
2. The CFW shall execute with Motorola Solutions a Software Upgrade Agreement for the System, every ASTRO 25 radio site connecting to the System, including those owned and operated by the County, and all other hardware such as Console Systems that would be affected by the software upgrades, including those owned and operated by the County. Unless the County is notified otherwise, the software for the System, all Site Repeater Systems and all Console Systems will be upgraded to the current level every two years. The County will provide all reasonable coordination necessary for the upgrade of its Site Repeater Systems and Console Systems.
3. The CFW shall provide radio IDs for all radios and dispatch consoles owned and operated by the County. County must provide written authorization to the CFW prior to the release of the County's radio IDs or any other information to a third party vendor or agency.
4. The acquisition, installation and maintenance of the County's Site Repeater Systems, and Console Systems are the responsibility of the County unless otherwise stated in this Agreement. The County will be responsible for managing infrastructure loading and demand of the County's Site Repeater Systems.
5. The County will be responsible for the acquisition, programming, and maintenance of all County radios and USER will be responsible for the acquisition, programming, and maintenance of all USER radios.
6. The County is the holder of the FCC (Federal Communications Commission) license(s) that the County's Site Repeater System uses for its operation. Any USER who operates a radio dispatch from a fixed location will need to obtain the appropriate FCC licensees.
7. The County is responsible for providing all leased circuits and associated hardware and software necessary to connect its Site Repeater Systems and Console Systems to the System. All costs associated with provision of connectivity will be borne by the County. Connectivity methods are limited to terrestrial facilities leased through a licensed carrier. Other connectivity methods, such as microwave, will require the prior approval of CFW and will result in additional costs to the County.
8. The CFW has made no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location; and therefore, the County makes no guarantee to USER either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location.
9. The County shall use due diligence in the maintenance and configuration of their subscriber radio equipment to ensure that no County radio causes a degradation to system operation. The CFW shall have the right to remove from operation any field radio unit or equipment owned by County that is operating on, attached and/or interfaced to the CFW infrastructure, if such equipment is found to cause interference or harm, to the system in any way. The CFW reserves the right to request that County

15. County shall pay the CFW an Annual Software Upgrade Fee equal to the amount invoiced to the CFW by Motorola Solutions, Inc., or its successors, for the upgrade of the County's Site Repeater Systems, Consoles Systems and any other component subject to upgrade as a result of the upgrade of the System.

COMPLIANCE WITH LAWS

16. The County and USER shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The USER will also comply with the guidelines, or procedures set out in this agreement. Furthermore, the USER is responsible for enforcing such compliance by its employees, volunteers, or any individual operating USER subscriber radio equipment. Furthermore, the USER will be responsible for payment of any fines and penalties levied against the CFW or County as a result of improper or unlawful use of subscriber radio equipment owned by USER.

17. In order to comply with Federal, State, and Local Laws and/ or Mandates, the CFW, as the Licensee, may need to act on behalf of the County regarding possible modifications, reconfiguration, or exchange of owned subscriber radio equipment in order to meet these obligations. For as long as this agreement is in force, the County will allow the CFW to facilitate such activities on County's behalf as necessary.

18. In the instance where County subscriber radio equipment is to be replaced in order to be in compliance with Federal, State, and Local Laws and/or Mandates, title and ownership of such replacement subscriber radio equipment shall pass directly to County upon delivery of subscriber radio equipment to the County's site. The County shall provide the CFW, or its designee, with the subscriber radio equipment to be replaced, in good working order, as determined by the County or its designee. County shall be liable for payment of any fees associated with radios deemed to be not in proper working order. County shall be liable for payment of any fees associated with upgrades to subscriber radio equipment