

STATE OF TEXAS

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COUNTY OF COLLIN

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**AGREEMENT FOR PROVISION OF PUBLIC SAFETY RADIOS FOR FIRST
RESPONDER AND FIRE SUPPRESSION SERVICES**

SECTION 1. PARTIES TO AGREEMENT

- 1.1. This agreement ("Agreement") is made and entered into by and between Collin County, Texas, a political subdivision of the State of Texas (hereinafter "COUNTY") and the WESTMINSTER Fire Department a Volunteer Fire Department (hereinafter "FIRE DEPARTMENT") on this the ____ day of _____, 2019 ("Effective Date").
- 1.2. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks and/or services hereinafter described.
- 1.3. The governing bodies of COUNTY and FIRE DEPARTMENT find that the subject of this Agreement is necessary for the benefit of the public, and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement, and that each party will pay for the performance of governmental functions or services from current revenues available to the paying party. Furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties as well as the residents of the COUNTY, and that the consideration of this Agreement is fair, adequate, and reflective of the fair market values of the equipment, property, services, and other consideration given under this Agreement.

**SECTION II. COUNTY PROVISION OF PUBLIC SAFETY RADIOS TO THE FIRE
DEPARTMENT AND FIRE DEPARTMENT'S DUTIES AND
RESPONSIBILITIES IN CONNECTION THEREWITH**

- 2.1. Upon approval of this Agreement by the parties' respective governing boards, COUNTY agrees to transfer to the FIRE DEPARTMENT ten (10) public safety radios to be used by the FIRE DEPARTMENT, by and through its trained personnel exclusively for use in matters related to public health and safety, namely for first responder and fire suppression services. The public safety radios to be transferred to FIRE DEPARTMENT by the COUNTY are more fully described in **Exhibit A** appended hereto and made a part of this Agreement.
- 2.2. It is contemplated by the parties that the FIRE DEPARTMENT will provide for the maintenance and upkeep of the public safety radios identified in Exhibit A so that they remain operable at all times. It is further contemplated by the parties that FIRE

DEPARTMENT will provide adequate training to its personnel utilizing the public safety radios so as to ensure their proper use in connection with the FIRE DEPARTMENT'S first responder and fire suppression services.

- 2.3. COUNTY expressly waives any rentals for the public safety radios transferred to the FIRE DEPARTMENT pursuant to this Agreement, it being understood that such equipment will be used in connection with the provision of public safety, namely first responder and fire suppression services.
- 2.4. The public safety radios provided by COUNTY per this Agreement shall be exclusively used to provide public safety purposes and shall not be used for any other purpose. The public safety radios will remain the property of COUNTY, but possession of such radios will remain in the FIRE DEPARTMENT for the term of this Agreement. FIRE DEPARTMENT agrees to repair the public safety radios at FIRE DEPARTMENT's sole expense during the term of this Agreement for any damages caused thereto by actions of the FIRE DEPARTMENT's employees. FIRE DEPARTMENT shall not assign rights to the public safety radios to any third party, nor shall FIRE DEPARTMENT encumber or pledge said equipment for any indebtedness incurred by FIRE DEPARTMENT.
- 2.5. Radio programming for list of attached radios will be performed by Collin County at a designated locations.

SECTION III. TERM AND TERMINATION

- 3.1 This Agreement shall commence on the date that it is last executed by the parties, and shall continue in force and effect for one (1) year. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year until it is terminated as provided herein.
- 3.2 This Agreement shall terminate at the time FIRE DEPARTMENT ceases to provide first responder and fire suppression services to the unincorporated area of the COUNTY.
- 3.3 In addition, this Agreement may be terminated by either party upon giving at least sixty (60) days written notice to the other party of such termination.
- 3.4 FIRE DEPARTMENT shall return the public safety radios listed in **Exhibit A** to COUNTY without the necessity of notice or demand therefor upon any termination of this Agreement under section 3.3 above, or within ninety (90) days of any termination under section 3.2 above.

SECTION IV. PROGRESS MEETINGS

- 4.1. COUNTY and FIRE DEPARTMENT, by and through their designated representatives

shall meet and confer as often as mutually necessary to ensure the public safety radios and their use are beneficial to the COUNTY'S residents. FIRE DEPARTMENT agrees to share statistical reports and other reports (excluding any information made confidential by law) on matters pertaining to FIRE DEPARTMENT'S use of the public safety radios to COUNTY upon request.

SECTION V. CONFLICT OF INTEREST

- 5.1. No official or employee of the COUNTY and no employee of FIRE DEPARTMENT, nor any officer or member of FIRE DEPARTMENT'S governing board or body, and/or person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her personal pecuniary interest.

SECTION VI. COMPLIANCE WITH LAWS

- 6.1. The parties shall each comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments in carrying out their respective obligations hereunder.

SECTION VII. INDEPENDENT CONTRACTOR

- 7.1. It is expressly understood and agreed by both parties hereto that the COUNTY is contracting with the FIRE DEPARTMENT and vice-versa as an Independent Contractor and each party agrees to be independently and fully responsible for all claims, demands and causes of action of every kind and character which may be asserted by any third party as a result of a party's actions arising under this Agreement.

SECTION VIII. ORAL AND WRITTEN AGREEMENTS

- 8.1. All oral or written agreements, relating to the subject matter of this Agreement and which were made prior to the date of commencement specified in Section III, between FIRE DEPARTMENT and COUNTY are expressly superseded by this Agreement.

SECTION IX. AMENDMENTS

- 9.1. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this Agreement.

SECTION X. MISCELLANEOUS

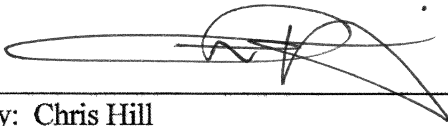
- 10.1. The persons signing this Agreement on behalf of the entities so bound warrant and

guarantee to having been duly authorized to execute this Agreement on behalf of the party so bound, and to validly and legally bind such party to all terms, performances and provisions herein set forth.

- 10.2. Either party shall have the right, at its option, to either temporarily suspend or permanently terminate performance under this Agreement, and/or terminate this Agreement if there is any dispute as to the legal authority of either party to enter into this Agreement and provide the services or funding contemplated herein.

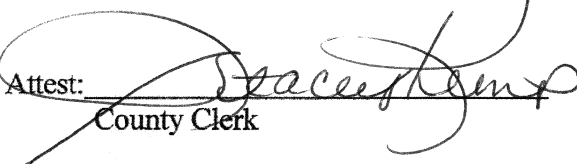
EXECUTED in multiple counterparts, each of which shall have the force and dignity as an original on the Effective Date:

COLLIN COUNTY, TEXAS



By: Chris Hill
Title: County Judge

Date: 11 JUNE 2019



Attest: _____
County Clerk

WESTMINSTER FIRE DEPARTMENT



By: Port. Chief
Title: Fire Chief

Date: 7 MAY 2009

EXHIBIT A

PUBLIC SAFETY RADIOS TO BE TRANSFERRED FROM COUNTY TO FIRE DEPARTMENT

APX 6500 Model # M25URS9W1AN

- 1) Serial Number 527CUZ6058
- 2) Serial Number 527CUZ6059
- 3) Serial Number 527CUZ6060

APX 6000XE Model # H98UF9PW6BN

- 1) Serial Number 756CVD0925
- 2) Serial Number 756CVD0926
- 3) Serial Number 756CVD0927
- 4) Serial Number 756CVD0928
- 5) Serial Number 756CVD0929
- 6) Serial Number 756CVD0930
- 7) Serial Number 756CVD0931

Leather Radio Holsters:	7
Radio Chargers:	7
XE Shoulder Mics:	7
Radio Batteries:	7