19,279

FILED FOR RECORD at 1:30 o'clock Memorandum of Understanding JAN 28 2025 Hunt County Safety Nexus **BECKY LANDRUM** County, Tex. Law Enforcement/Fire Department within Hunt County

This agreement is made and entered into and executed by the County of Hunt, Texas ("COUNTY") and DEPARTMENT, a public safety agency of Hunt County, Texas ("USER").

WHEREAS, the COUNTY has a P25 Digital 700/800 Megahertz Trunked Radio System, hereby referred to and known as the Hunt County Safety Nexus ("HCSN"). The County is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

WHEREAS, the USER desires to utilize the HCSN for public safety interoperability emergency purposes;

WHEREAS, the COUNTY desires to accommodate additional radio units on their HCSN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the COUNTY and USER;

NOW, **THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to all parties, it is agreed as follows:

- I. **DEFINITIONS**
 - a. **Primary Dispatch System**: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
 - b. **Priority Access:** An assigned level of system access that determines the choice of the radio system between two or more radio units seeking use simultaneously.
 - c. Public Safety Agency: Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.
 - d. Radio System: A trunked Multi-Site P25 Phase 2 / L3Harris 700/800 Megahertz public safety radio system owned by the COUNTY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
 - e. **Dispatch Terminal**: Office or agency which has its own dispatch center to communicate with USERS. A dispatcher terminal is normally operated by a dispatcher. Dispatch terminals may have advanced capabilities depending on configuration.
 - f. Radio Unit: Mobile, stationary or portable radio communications devices communicating among themselves at certain air wave frequencies.
 - g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate among

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themselves at certain airwave frequencies.

II. COUNTY Obligations

The COUNTY agrees that during the term of this agreement, the COUNTY shall:

- a. Allow USER access to the HCSN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS not obtaining their own radio units with a certain number of COUNTY assigned mobile and/or handheld radio units, which are and will remain property of the COUNTY, as determined necessary and as available from the Hunt County Sheriff's Office. Replacement radio units needed to replace damaged, lost, or stolen, or otherwise inoperable radio units held by the USER will be provided on an "as available" basis at the sole discretion of the COUNTY.
- c. Provide the USERS with programming services to program a systems code identification number to provide access to the HCSN users that have L3/Harris Radios, after USER coordinates with Hunt County Sheriff's Office, thereby providing scheduling availability.
- d. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules country shall notify the USER of any such change within 30 days of such date that the COUNTY becomes aware of the change.
- e. Upon being notified that one or more of the USER's assigned radio units has been lost or stolen, the COUNTY will take all reasonable actions to prevent any of the USER's lost or stolen radio units from gaining access to the HCSN including attempting to disable the lost or stolen radio unit.
- f. Provide the same level of priority access to the HCSN for USER as that afforded the owner of the HCSN.

III. USER Obligations

During the term of this agreement, the USER agrees to:

- a. Assume all liability and responsibility for the cost of replacing any damaged, lost, stolen or destroyed radio units provided by the COUNTY.
- b. Provide the COUNTY with proof of insurance coverage for each radio unit via USER intergovernmental risk pool coverage or separate certificate of insurance prior to

accepting any radio units.

- c. Should the USER wish to obtain their own radio units—whether mobile, handheld, or both—that will have access to the HCSN, each radio unit will include the following required feature sets:
 - i. Selective Inhibit.
 - ii. Valid Site Registration ID's.
 - iii. System access using Push-To-Talk Identification.
 - iv. Required programming of the State Mutual Aid and Regional Mutual Aid Talkgroups within the all public safety radio units on the network.
 - v. Required programming of conventional mutual aid channels.
 - vi. A valid unique authorized System Code Identification Number programmed into each authorized radio unit (no duplicate ID's).
 - vii. Radios must be P25 CAP Phase II Certified Radios (Compliance Assessment Program) compliant to be allowed on the HCSN.
 - viii. Radios must be 256-AES,64-DES ENCRYPTION (Multi-Key)
 - ix. Radios shall be manufacture supported.
- d. Upon execution of this agreement USER will provide the COUNTY with a complete listing of all USER owned radio units covered by this agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
- e. USER will be responsible for coordinating with the COUNTY for programming services to program a systems code identification number to gain access to the HCSN, thereby providing interagency interoperability for emergency public safety communications.
- f. Provide the COUNTY with at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of radio units that have access to the HCSN.
- g. Any USER opting to use COUNTY radio units must coordinate with the COUNTY for installation or removal of mobile radio units in USER owned emergency vehicles. Only COUNTY approved vendors or technicians may install or remove COUNTY owned mobile radio units.
- h. Notify the COUNTY by phone and email that one or more of its radio units have been lost or stolen IMMEDIATELY upon knowing or having reasons to know that the radio units have been lost or stolen.
- i. Cooperate with the COUNTY in a semi-annual inventory of all mobile and handheld radio units assigned by the COUNTY to USER.
- j. Use the System Code Identification Number described in this agreement to access the HCSN to engage in radio communications for the sole purpose of public safety emergency communications and interoperability among radio units.
- k. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative

rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 60 days of such date that the COUNTY becomes aware of the change.

IV. Consideration

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the COUNTY and USER, within Hunt County, no fee will be assessed for access to the HCSN.
- b. Users will designate One (1) person to be the contact person for all matters regarding the Hunt County Safety Nexus. This person will be the contact for any radios issues or any general issues/concerns with the HCSN.

Designee

Phone Number

Email

V. Term

The term of this agreement shall be one (1) year from the date this agreement is executed by the parties hereto. This agreement will automatically renew for another one (1) year term unless terminated by any of the parties providing written notice to COUNTY or USER of its intent to terminate. Notice of termination by one party shall be given to another party not less than sixty (60) days prior to the expiration of the term of this agreement in effect at the time the notice of termination is given. Notwithstanding the preceding provisions, this agreement shall terminate:

- a. Immediately if all or substantially all of the authorizations held by Hunt County, the owner of the HCSN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent to terminate.
- c. Upon termination of this agreement for any reason, all radio units belonging to the COUNTY shall be immediately returned to the COUNTY.

VI. Default

- a. If USER is found by COUNTY to be in default of the terms of this agreement by failing to perform as provided under the terms of the agreement, the COUNTY will have the right to immediately terminate service and/or access to the HCSN. In the event this agreement is terminated, all COUNTY owned mobile and handheld radio units must be returned to the COUNTY immediately.
- b. If COUNTY fails to perform as provided under the terms of this agreement, the USER'S sole remedy shall be to terminate this agreement and return any COUNTY owned mobile and handheld radio units to the COUNTY immediately.

VII. Disclaimer

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interferences from distant stations that can interrupt the radio system at times. Likewise, there are other causes beyond the reasonable control of the COUNTY, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the USER's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the USER by this agreement shall be the sole responsibility and expense of the USER.

VIII. Notice

COUNTY:

USER:

Communications Director	
2801 Stuart St.	
Greenville, TX 75401	
903-453-6842	

IX. Assignment

The user agrees to not assign this agreement unless it receives the prior written consent from the County of Hunt.

X. Venue

This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is Hunt County, Texas.

XI. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this agreement shall be of no force and effect unless in writing and executed by all parties hereto, except for those modifications effectuated pursuant to the provisions of paragraphs II(c) and III (e), above.



IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE COUNTY OF HUNT:

BY: Bobby Stovall

HUNT COUNTY JUDGE

Kenuary 28,2025 DATE:

FOR THE USER:

BY:_

SIGNATURE

PRINTED NAME/OFFICE

DEPARTMENT

DATE

19,279-1

Memorandum of Understanding Hunt County Safety Nexus Law Enforcement/Fire Department within Hunt County

This agreement is made and entered into and executed by the County of Hunt, Texas ("COUNTY") and <u>Caddo Mills ISD Police</u> DEPARTMENT, a public safety agency of Hunt County, Texas ("USER").

WHEREAS, the COUNTY has a P25 Digital 700/800 Megahertz Trunked Radio System, hereby referred to and known as the Hunt County Safety Nexus ("HCSN"). The County is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

WHEREAS, the USER desires to utilize the HCSN for public safety interoperability emergency purposes;

WHEREAS, the COUNTY desires to accommodate additional radio units on their HCSN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the COUNTY and USER;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, it is agreed as follows:

- I. **DEFINITIONS**
 - a. **Primary Dispatch System**: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
 - b. **Priority Access**: An assigned level of system access that determines the choice of the radio system between two or more radio units seeking use simultaneously.
 - c. **Public Safety Agency**: Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.
 - d. **Radio System**: A trunked Multi-Site P25 Phase 2 / L3Harris 700/800 Megahertz public safety radio system owned by the COUNTY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
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 - g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate among

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II. COUNTY Obligations

The COUNTY agrees that during the term of this agreement, the COUNTY shall:

- a. Allow USER access to the HCSN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS not obtaining their own radio units with a certain number of COUNTY assigned mobile and/or handheld radio units, which are and will remain property of the COUNTY, as determined necessary and as available from the Hunt County Sheriff's Office. Replacement radio units needed to replace damaged, lost, or stolen, or otherwise inoperable radio units held by the USER will be provided on an "as available" basis at the sole discretion of the COUNTY.
- c. Provide the USERS with programming services to program a systems code identification number to provide access to the HCSN users that have L3/Harris Radios, after USER coordinates with Hunt County Sheriff's Office, thereby providing scheduling availability.
- d. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 30 days of such date that the COUNTY becomes aware of the change.
- e. Upon being notified that one or more of the USER's assigned radio units has been lost or stolen, the COUNTY will take all reasonable actions to prevent any of the USER's lost or stolen radio units from gaining access to the HCSN including attempting to disable the lost or stolen radio unit.
- f. Provide the same level of priority access to the HCSN for USER as that afforded the owner of the HCSN.
- III. USER Obligations

During the term of this agreement, the USER agrees to:

- a. Assume all liability and responsibility for the cost of replacing any damaged, lost, stolen or destroyed radio units provided by the COUNTY.
- b. Provide the COUNTY with proof of insurance coverage for each radio unit via USER intergovernmental risk pool coverage or separate certificate of insurance prior to

accepting any radio units.

- c. Should the USER wish to obtain their own radio units whether mobile, handheld, or both that will have access to the HCSN, each radio unit will include the following required feature sets:
 - i. Selective Inhibit.
 - ii. Valid Site Registration ID's.
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 - viii. Radios must be 256-AES,64-DES ENCRYPTION (Multi-Key)
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- f. Provide the COUNTY with at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of radio units that have access to the HCSN.
- g. Any USER opting to use COUNTY radio units must coordinate with the COUNTY for installation or removal of mobile radio units in USER owned emergency vehicles. Only COUNTY approved vendors or technicians may install or remove COUNTY owned mobile radio units.
- h. Notify the COUNTY by phone and email that one or more of its radio units have been lost or stolen IMMEDIATELY upon knowing or having reasons to know that the radio units have been lost or stolen.
- i. Cooperate with the COUNTY in a semi-annual inventory of all mobile and handheld radio units assigned by the COUNTY to USER.
- j. Use the System Code Identification Number described in this agreement to access the HCSN to engage in radio communications for the sole purpose of public safety emergency communications and interoperability among radio units.
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rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 60 days of such date that the COUNTY becomes aware of the change.

Consideration IV.

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the COUNTY and USER, within Hunt County, no fee will be assessed for access to the HCSN.
- b. Users will designate One (1) person to be the contact person for all matters regarding the Hunt County Safety Nexus. This person will be the contact for any radios issues or any general issues/concerns with the HCSN.

Chief Matthew S. Woodlee	
Designee	
214-450-1740	
Phone Number	
mwoodlee@caddomillsisd.org	
Email	

V. Term

The term of this agreement shall be one (1) year from the date this agreement is executed by the parties hereto. This agreement will automatically renew for another one (1) year term unless terminated by any of the parties providing written notice to COUNTY or USER of its intent to terminate. Notice of termination by one party shall be given to another party not less than sixty (60) days prior to the expiration of the term of this agreement in effect at the time the notice of termination is given. Notwithstanding the preceding provisions, this agreement shall terminate:

- a. Immediately if all or substantially all of the authorizations held by Hunt County, the owner of the HCSN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent to terminate.
- c. Upon termination of this agreement for any reason, all radio units belonging to the COUNTY shall be immediately returned to the COUNTY.

VI. Default

- a. If USER is found by COUNTY to be in default of the terms of this agreement by failing to perform as provided under the terms of the agreement, the COUNTY will have the right to immediately terminate service and/or access to the HCSN. In the event this agreement is terminated, all COUNTY owned mobile and handheld radio units must be returned to the COUNTY immediately.
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VIII. Notice

COUNTY:

USER:

Communications Director	Caddo Mills ISD Police Department		
2801 Stuart St.	100 Fox Ln		
Greenville, TX 75401	Caddo Mills, Tx 75135		
903-453-6842	903-527-6056		

IX. Assignment

The user agrees to not assign this agreement unless it receives the prior written consent from the County of Hunt.

X. Venue

This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is Hunt County, Texas.

XI. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this agreement shall be of no force and effect unless in writing and executed by all parties hereto, except for those modifications effectuated pursuant to the provisions of paragraphs II(c) and III (e), above.

IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE COUNTY OF HUNT:

BY:

Bobby Stovall HUNT COUNTY JUDGE

DATE:

FOR THE USER:

BY: SIGNATURE

Luke Allison/ Superintendent

PRINTED NAME/OFFICE

Caddo Mills ISD

DEPARTMENT

2025

19,279-2

Memorandum of Understanding Hunt County Safety Nexus Law Enforcement/Fire Department within Hunt County

This agreement is made and entered into and executed by the County of Hunt, Texas ("COUNTY") and Cadd Mills PaliceDEPARTMENT, a public safety agency of Hunt County, Texas ("USER").

WHEREAS, the COUNTY has a P25 Digital 700/800 Megahertz Trunked Radio System, hereby referred to and known as the Hunt County Safety Nexus ("HCSN"). The County is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

WHEREAS, the USER desires to utilize the HCSN for public safety interoperability emergency purposes;

WHEREAS, the COUNTY desires to accommodate additional radio units on their HCSN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the COUNTY and USER;

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 - a. **Primary Dispatch System**: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
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 - d. **Radio System:** A trunked Multi-Site P25 Phase 2 / L3Harris 700/800 Megahertz public safety radio system owned by the COUNTY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
 - e. **Dispatch Terminal:** Office or agency which has its own dispatch center to communicate with USERS. A dispatcher terminal is normally operated by a dispatcher. Dispatch terminals may have advanced capabilities depending on configuration.
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 - g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate

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II. COUNTY Obligations

The COUNTY agrees that during the term of this agreement, the COUNTY shall:

- a. Allow USER access to the HCSN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS not obtaining their own radio units with a certain number of COUNTY assigned mobile and/or handheld radio units, which are and will remain property of the COUNTY, as determined necessary and as available from the Hunt County Sheriff's Office. Replacement radio units needed to replace damaged, lost, or stolen, or otherwise inoperable radio units held by the USER will be provided on an "as available" basis at the sole discretion of the COUNTY.
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- f. Provide the same level of priority access to the HCSN for USER as that afforded the owner of the HCSN.

III. USER Obligations

During the term of this agreement, the USER agrees to:

a. Assume all liability and responsibility for the cost of replacing any damaged, lost, stolen or destroyed radio units provided by the COUNTY.

- b. Provide the COUNTY with proof of insurance coverage for each radio unit via USER intergovernmental risk pool coverage or separate certificate of insurance prior to accepting any radio units.
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ix. Radios shall be manufacture supported.

- d. Upon execution of this agreement USER will provide the COUNTY with a complete listing of all USER owned radio units covered by this agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
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- h. Notify the COUNTY by phone and email that one or more of its radio units have been lost or stolen IMMEDIATELY upon knowing or having reasons to know that the radio units have been lost or stolen.
- i. Cooperate with the COUNTY in a semi-annual inventory of all mobile and handheld radio units assigned by the COUNTY to USER.
- j. Use the System Code Identification Number described in this agreement to access the HCSN to engage in radio communications for the sole purpose of public safety

emergency communications and interoperability among radio units.

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IV. Consideration

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the COUNTY and USER, within Hunt County, no fee will be assessed for access to the HCSN.
- b. Users will designate One (1) person to be the contact person for all matters regarding the Hunt County Safety Nexus. This person will be the contact for any radios issues or any general issues/concerns with the HCSN.

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V. Term

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- a. Immediately if all or substantially all of the authorizations held by Hunt County, the owner of the HCSN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent

to terminate.

c. Upon termination of this agreement for any reason, all radio units belonging to the COUNTY shall be immediately returned to the COUNTY.

VI. Default

- a. If USER is found by COUNTY to be in default of the terms of this agreement by failing to perform as provided under the terms of the agreement, the COUNTY will have the right to immediately terminate service and/or access to the HCSN. In the event this agreement is terminated, all COUNTY owned mobile and handheld radio units must be returned to the COUNTY immediately.
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VIII. Notice

COUNTY:

USER:

Communications Director	
2801 Stuart St.	
Greenville, TX 75401	
903-453-6842	

IX. Assignment

The user agrees to not assign this agreement unless it receives the prior written consent from the County of Hunt.

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This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is Hunt County, Texas.

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IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE COUNTY OF HUNT:

BY:

Bobby Stovall HUNT COUNTY JUDGE

DATE:

FOR THE USER: BY:

<u>HIMBRE CONTER/CHIEF OF</u> POLICE PRINTED NAME/OFFICE CADOO MILLS POLICE DEPT

19,279-3

Memorandum of Understanding Hunt County Safety Nexus Law Enforcement/Fire Department within Hunt County

This agreement is made and entered into and executed by the County of Hunt, Texas ("COUNTY") and City of Quinlan Police Department, a public safety agency of Hunt County, Texas ("USER").

WHEREAS, the COUNTY has a P25 Digital 700/800 Megahertz Trunked Radio System, hereby referred to and known as the Hunt County Safety Nexus ("HCSN"). The County is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

WHEREAS, the USER desires to utilize the HCSN for public safety interoperability emergency purposes;

WHEREAS, the COUNTY desires to accommodate additional radio units on their HCSN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the COUNTY and USER;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, it is agreed as follows:

I. **DEFINITIONS**

- a. **Primary Dispatch System**: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
- b. **Priority Access**: An assigned level of system access that determines the choice of the radio system between two or more radio units seeking use simultaneously.
- c. **Public Safety Agency**: Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.
- d. **Radio System**: A trunked Multi-Site P25 Phase 2 / L3Harris 700/800 Megahertz public safety radio system owned by the COUNTY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
- e. **Dispatch Terminal**: Office or agency which has its own dispatch center to communicate with USERS. A dispatcher terminal is normally operated by a dispatcher. Dispatch terminals may have advanced capabilities depending on configuration.
- f. Radio Unit: Mobile, stationary or portable radio communications devices communicating among themselves at certain air wave frequencies.
- g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate among themselves at certain airwave frequencies.



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II. COUNTY Obligations

The COUNTY agrees that during the term of this agreement, the COUNTY shall:

- a. Allow USER access to the HCSN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS not obtaining their own radio units with a certain number of COUNTY assigned mobile and/or handheld radio units, which are and will remain property of the COUNTY, as determined necessary and as available from the Hunt County Sheriff's Office. Replacement radio units needed to replace damaged, lost, or stolen, or otherwise inoperable radio units held by the USER will be provided on an "as available" basis at the sole discretion of the COUNTY.
- c. Provide the USERS with programming services to program a systems code identification number to provide access to the HCSN users that have L3/Harris Radios, after USER coordinates with Hunt County Sheriff's Office, thereby providing scheduling availability.
- d. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 30 days of such date that the COUNTY becomes aware of the change.
- e. Upon being notified that one or more of the USER's assigned radio units has been lost or stolen, the COUNTY will take all reasonable actions to prevent any of the USER's lost or stolen radio units from gaining access to the HCSN including attempting to disable the lost or stolen radio unit.
- f. Provide the same level of priority access to the HCSN for USER as that afforded the owner of the HCSN.

III. USER Obligations

During the term of this agreement, the USER agrees to:

- a. Assume all liability and responsibility for the cost of replacing any damaged, lost, stolen or destroyed radio units provided by the COUNTY.
- b. Provide the COUNTY with proof of insurance coverage for each radio unit via USER intergovernmental risk pool coverage or separate certificate of insurance prior to accepting any radio units.
- c. Should the USER wish to obtain their own radio units-whether mobile, handheld, or

both----that will have access to the HCSN, each radio unit will include the following

i. Selective Inhibit.

required feature sets:

- ii. Valid Site Registration ID's.
- iii. System access using Push-To-Talk Identification.
- iv. Required programming of the State Mutual Aid and Regional Mutual Aid Talkgroups within the all public safety radio units on the network.
- v. Required programming of conventional mutual aid channels.
- vi. A valid unique authorized System Code Identification Number programmed into each authorized radio unit (no duplicate ID's).
- vii. Radios must be P25 CAP Phase II Certified Radios (Compliance Assessment Program) compliant to be allowed on the HCSN.
- viii. Radios must be 256-AES,64-DES ENCRYPTION (Multi-Key)
 - ix. Radios shall be manufacture supported.
- d. Upon execution of this agreement USER will provide the COUNTY with a complete listing of all USER owned radio units covered by this agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
- e. USER will be responsible for coordinating with the COUNTY for programming services to program a systems code identification number to gain access to the HCSN, thereby providing interagency interoperability for emergency public safety communications.
- f. Provide the COUNTY with at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of radio units that have access to the HCSN.
- g. Any USER opting to use COUNTY radio units must coordinate with the COUNTY for installation or removal of mobile radio units in USER owned emergency vehicles. Only COUNTY approved vendors or technicians may install or remove COUNTY owned mobile radio units.
- h. Notify the COUNTY by phone and email that one or more of its radio units have been lost or stolen IMMEDIATELY upon knowing or having reasons to know that the radio units have been lost or stolen.
- i. Cooperate with the COUNTY in a semi-annual inventory of all mobile and handheld radio units assigned by the COUNTY to USER.
- j. Use the System Code Identification Number described in this agreement to access the HCSN to engage in radio communications for the sole purpose of public safety emergency communications and interoperability among radio units.
- k. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this

change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 60 days of such date that the COUNTY becomes aware of the change.

IV. Consideration

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the COUNTY and USER, within Hunt County, no fee will be assessed for access to the HCSN.
- b. Users will designate One (1) person to be the contact person for all matters regarding the Hunt County Safety Nexus. This person will be the contact for any radios issues or any general issues/concerns with the HCSN.

Johnny Thornburg, Police Chief	
Designee	

(903) 356-3306 Phone Number

ithornburg@cityofquinlan.net Email

V. Term

The term of this agreement shall be one (1) year from the date this agreement is executed by the parties hereto. This agreement will automatically renew for another one (1) year term unless terminated by any of the parties providing written notice to COUNTY or USER of its intent to terminate. Notice of termination by one party shall be given to another party not less than sixty (60) days prior to the expiration of the term of this agreement in effect at the time the notice of termination is given. Notwithstanding the preceding provisions, this agreement shall terminate:

- a. Immediately if all or substantially all of the authorizations held by Hunt County, the owner of the HCSN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent to terminate.
- c. Upon termination of this agreement for any reason, all radio units belonging to the COUNTY shall be immediately returned to the COUNTY.

VI. Default

a. If USER is found by COUNTY to be in default of the terms of this agreement by failing to perform as provided under the terms of the agreement, the COUNTY will have the

right to immediately terminate service and/or access to the HCSN. In the event this agreement is terminated, all COUNTY owned mobile and handheld radio units must be returned to the COUNTY immediately.

b. If COUNTY fails to perform as provided under the terms of this agreement, the USER'S sole remedy shall be to terminate this agreement and return any COUNTY owned mobile and handheld radio units to the COUNTY immediately.

VII. Disclaimer

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interferences from distant stations that can interrupt the radio system at times. Likewise, there are other causes beyond the reasonable control of the COUNTY, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the USER's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the USER by this agreement shall be the sole responsibility and expense of the USER.

VIII. Notice

COUNTY:

USER:

Communications Director	Johnny Thornburg, Police Chief		
2801 Stuart St.	(Mail) P.O. Box 2740 / (Physical) 104 E. Main St.		
Greenville, TX 75401	Quinlan, TX 75474		
903-453-6842	(903) 356-3306		

IX. Assignment

The user agrees to not assign this agreement unless it receives the prior written consent from the County of Hunt.

X. Venue

This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is Hunt County, Texas.

XI. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this agreement shall be of no force and effect unless in writing and executed by all parties hereto, except for those modifications effectuated pursuant to the provisions of paragraphs II(c) and III (e), above.

IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE COUNTY OF HUNT:

BY:

Bobby Stovall HUNT COUNTY JUDGE

DATE:

FOR THE USER:

BY: Jacky Goleman, Mayor

City of Quinlan, Tx

ruary 10,2025 DATE

19.279-4

Memorandum of Understanding Hunt County Safety Nexus Law Enforcement/Fire Department within Hunt County

This agreement is made and entered into and executed by the County of Hunt, Texas ("COUNTY") andLone Oak ISD PoliceDEPARTMENT, a public safety agency of Hunt County, Texas ("USER").

WHEREAS, the COUNTY has a P25 Digital 700/800 Megahertz Trunked Radio System, hereby referred to and known as the Hunt County Safety Nexus ("HCSN"). The County is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

WHEREAS, the USER desires to utilize the HCSN for public safety interoperability emergency purposes;

WHEREAS, the COUNTY desires to accommodate additional radio units on their HCSN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the COUNTY and USER;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, it is agreed as follows:

- I. **DEFINITIONS**
 - a. **Primary Dispatch System**: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
 - b. **Priority Access**: An assigned level of system access that determines the choice of the radio system between two or more radio units seeking use simultaneously.
 - c. **Public Safety Agency**: Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.
 - d. **Radio System**: A trunked Multi-Site P25 Phase 2 / L3Harris 700/800 Megahertz public safety radio system owned by the COUNTY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
 - e. **Dispatch Terminal:** Office or agency which has its own dispatch center to communicate with USERS. A dispatcher terminal is normally operated by a dispatcher. Dispatch terminals may have advanced capabilities depending on configuration.
 - f. **Radio Unit**: Mobile, stationary or portable radio communications devices communicating among themselves at certain air wave frequencies.
 - g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate among

themselves at certain airwave frequencies.

II. COUNTY Obligations

The COUNTY agrees that during the term of this agreement, the COUNTY shall:

- a. Allow USER access to the HCSN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS not obtaining their own radio units with a certain number of COUNTY assigned mobile and/or handheld radio units, which are and will remain property of the COUNTY, as determined necessary and as available from the Hunt County Sheriff's Office. Replacement radio units needed to replace damaged, lost, or stolen, or otherwise inoperable radio units held by the USER will be provided on an "as available" basis at the sole discretion of the COUNTY.
- c. Provide the USERS with programming services to program a systems code identification number to provide access to the HCSN users that have L3/Harris Radios, after USER coordinates with Hunt County Sheriff's Office, thereby providing scheduling availability.
- d. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules change within 30 days of such date that the COUNTY becomes aware of the change.
- e. Upon being notified that one or more of the USER's assigned radio units has been lost or stolen, the COUNTY will take all reasonable actions to prevent any of the USER's lost or stolen radio units from gaining access to the HCSN including attempting to disable the lost or stolen radio unit.
- f. Provide the same level of priority access to the HCSN for USER as that afforded the owner of the HCSN.

III. USER Obligations

During the term of this agreement, the USER agrees to:

- a. Assume all liability and responsibility for the cost of replacing any damaged, lost, stolen or destroyed radio units provided by the COUNTY.
- b. Provide the COUNTY with proof of insurance coverage for each radio unit via USER intergovernmental risk pool coverage or separate certificate of insurance prior to

accepting any radio units.

- c. Should the USER wish to obtain their own radio units—whether mobile, handheld, or both—that will have access to the HCSN, each radio unit will include the following required feature sets:
 - i. Selective Inhibit.
 - ii. Valid Site Registration ID's.
 - iii. System access using Push-To-Talk Identification.
 - iv. Required programming of the State Mutual Aid and Regional Mutual Aid Talkgroups within the all public safety radio units on the network.
 - v. Required programming of conventional mutual aid channels.
 - vi. A valid unique authorized System Code Identification Number programmed into each authorized radio unit (no duplicate ID's).
 - vii. Radios must be P25 CAP Phase II Certified Radios (Compliance Assessment Program) compliant to be allowed on the HCSN.
 - viii. Radios must be 256-AES,64-DES ENCRYPTION (Multi-Key)
 - ix. Radios shall be manufacture supported.
- d. Upon execution of this agreement USER will provide the COUNTY with a complete listing of all USER owned radio units covered by this agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
- e. USER will be responsible for coordinating with the COUNTY for programming services to program a systems code identification number to gain access to the HCSN, thereby providing interagency interoperability for emergency public safety communications.
- f. Provide the COUNTY with at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of radio units that have access to the HCSN.
- g. Any USER opting to use COUNTY radio units must coordinate with the COUNTY for installation or removal of mobile radio units in USER owned emergency vehicles. Only COUNTY approved vendors or technicians may install or remove COUNTY owned mobile radio units.
- h. Notify the COUNTY by phone and email that one or more of its radio units have been lost or stolen IMMEDIATELY upon knowing or having reasons to know that the radio units have been lost or stolen.
- i. Cooperate with the COUNTY in a semi-annual inventory of all mobile and handheld radio units assigned by the COUNTY to USER.
- j. Use the System Code Identification Number described in this agreement to access the HCSN to engage in radio communications for the sole purpose of public safety emergency communications and interoperability among radio units.
- k. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative

rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 60 days of such date that the COUNTY becomes aware of the change.

IV. Consideration

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the COUNTY and USER, within Hunt County, no fee will be assessed for access to the HCSN.
- b. Users will designate One (1) person to be the contact person for all matters regarding the I-lunt County Safety Nexus. This person will be the contact for any radios issues or any general issues/concerns with the HCSN.

Chief Joe Sterner			
Designee			
903-634-5289 (o) 903-413-5210 (c)			
Phone Number			
jsterner@loisd.net			
Email			

V. Term

The term of this agreement shall be one (1) year from the date this agreement is executed by the parties hereto. This agreement will automatically renew for another one (1) year term unless terminated by any of the parties providing written notice to COUNTY or USER of its intent to terminate. Notice of termination by one party shall be given to another party not less than sixty (60) days prior to the expiration of the term of this agreement in effect at the time the notice of terminate. Notwithstanding the preceding provisions, this agreement shall terminate:

- a. Immediately if all or substantially all of the authorizations held by Hunt County, the owner of the HCSN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent to terminate.
- c. Upon termination of this agreement for any reason, all radio units belonging to the COUNTY shall be immediately returned to the COUNTY.

VI. Default

- a. If USER is found by COUNTY to be in default of the terms of this agreement by failing to perform as provided under the terms of the agreement, the COUNTY will have the right to immediately terminate service and/or access to the HCSN. In the event this agreement is terminated, all COUNTY owned mobile and handheld radio units must be returned to the COUNTY immediately.
- b. If COUNTY fails to perform as provided under the terms of this agreement, the USER'S sole remedy shall be to terminate this agreement and return any COUNTY owned mobile and handheld radio units to the COUNTY immediately.

VII. Disclaimer

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interferences from distant stations that can interrupt the radio system at times. Likewise, there are other causes beyond the reasonable control of the COUNTY, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the USER's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the USER by this agreement shall be the sole responsibility and expense of the USER.

VIII. Notice

COUNTY:

USER:

Communications Director	Lone Oak ISD Police Dept.
2801 Stuart St.	8162 US HWY 69 S.
Greenville, TX 75401	Lone Oak, TX 75453
903-453-6842	903-662-5427

IX. Assignment

The user agrees to not assign this agreement unless it receives the prior written consent from the County of Hunt.

X. Venue

This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is Hunt County, Texas.

XI. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this agreement shall be of no force and effect unless in writing and executed by all parties hereto, except for those modifications effectuated pursuant to the provisions of paragraphs II(c) and III (e), above.

IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE COUNTY OF HUNT:

BY: Bobby Stovall

HUNT COUNTY JUDGE

DATE: 2-10-25

FOR THE USER:

BY SIGNATURE

Nate Compton

PRINTED NAME/OFFICE

Superintendent

DEPARTMENT

02.10.2025

DATE

19,279-5

Memorandum of Understanding Hunt County Safety Nexus Law Enforcement/Fire Department within Hunt County

This agreement is made and entered into and executed by the County of Hunt, Texas ("COUNTY") and **West Tawakoni Police Department**, a public safety agency of Hunt County, Texas ("USER").

WHEREAS, the COUNTY has a P25 Digital 700/800 Megahertz Trunked Radio System, hereby referred to and known as the **Hunt County Safety Nexus ("HCSN").** The County is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

WHEREAS, the USER desires to utilize the HCSN for public safety interoperability emergency purposes;

WHEREAS, the COUNTY desires to accommodate additional radio units on their HCSN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the COUNTY and USER;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, it is agreed as follows:

I. DEFINITIONS

- a. **Primary Dispatch System**: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
- b. **Priority Access**: An assigned level of system access that determines the choice of the radio system between two or more radio units seeking use simultaneously.
- c. **Public Safety Agency:** Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.
- d. **Radio System**: A trunked Multi-Site P25 Phase 2 / L3Harris 700/800 Megahertz public safety radio system owned by the COUNTY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
- e. **Dispatch Terminal**: Office or agency which has its own dispatch center to communicate with USERS. A dispatcher terminal is normally operated by a dispatcher. Dispatch terminals may have advanced capabilities depending on configuration.
- f. **Radio Unit**: Mobile, stationary or portable radio communications devices communicating among themselves at certain air wave frequencies.
- g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate

among themselves at certain airwave frequencies.

II. COUNTY Obligations

The COUNTY agrees that during the term of this agreement, the COUNTY shall:

- a. Allow USER access to the HCSN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS not obtaining their own radio units with a certain number of COUNTY assigned mobile and/or handheld radio units, which are and will remain property of the COUNTY, as determined necessary and as available from the Hunt County Sheriff's Office. Replacement radio units needed to replace damaged, lost, or stolen, or otherwise inoperable radio units held by the USER will be provided on an "as available" basis at the sole discretion of the COUNTY.
- c. Provide the USERS with programming services to program a systems code identification number to provide access to the HCSN users that have L3/Harris Radios, after USER coordinates with Hunt County Sheriff's Office, thereby providing scheduling availability.
- d. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 30 days of such date that the COUNTY becomes aware of the change.
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- f. Provide the same level of priority access to the HCSN for USER as that afforded the owner of the HCSN.

III. USER Obligations

During the term of this agreement, the USER agrees to:

a. Assume all liability and responsibility for the cost of replacing any damaged, lost, stolen or destroyed radio units provided by the COUNTY.

- b. Provide the COUNTY with proof of insurance coverage for each radio unit via USER intergovernmental risk pool coverage or separate certificate of insurance prior to accepting any radio units.
- c. Should the USER wish to obtain their own radio units—whether mobile, handheld, or both—that will have access to the HCSN, each radio unit will include the following required feature sets:
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 - ii. Valid Site Registration ID's.
 - iii. System access using Push-To-Talk Identification.
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 - v. Required programming of conventional mutual aid channels.
 - vi. A valid unique authorized System Code Identification Number programmed into each authorized radio unit (no duplicate ID's).
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 - viii. Radios must be 256-AES,64-DES ENCRYPTION (Multi-Key)

ix. Radios shall be manufacture supported.

- d. Upon execution of this agreement USER will provide the COUNTY with a complete listing of all USER owned radio units covered by this agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
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- f. Provide the COUNTY with at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of radio units that have access to the HCSN.
- g. Any USER opting to use COUNTY radio units must coordinate with the COUNTY for installation or removal of mobile radio units in USER owned emergency vehicles. Only COUNTY approved vendors or technicians may install or remove COUNTY owned mobile radio units.
- h. Notify the COUNTY by phone and email that one or more of its radio units have been lost or stolen IMMEDIATELY upon knowing or having reasons to know that the radio units have been lost or stolen.
- i. Cooperate with the COUNTY in a semi-annual inventory of all mobile and handheld radio units assigned by the COUNTY to USER.
- j. Use the System Code Identification Number described in this agreement to access the HCSN to engage in radio communications for the sole purpose of public safety

emergency communications and interoperability among radio units.

k. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 60 days of such date that the COUNTY becomes aware of the change.

IV. Consideration

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the COUNTY and USER, within Hunt County, no fee will be assessed for access to the HCSN.
- b. Users will designate One (1) person to be the contact person for all matters regarding the Hunt County Safety Nexus. This person will be the contact for any radios issues or any general issues/concerns with the HCSN.

John Alderson				
Designee				
(903) 447-3605	(903)217-3712			
Phone Number	ŀ			

jalderson@cityofwesttawakoni.org Email

V. Term

The term of this agreement shall be one (1) year from the date this agreement is executed by the parties hereto. This agreement will automatically renew for another one (1) year term unless terminated by any of the parties providing written notice to COUNTY or USER of its intent to terminate. Notice of termination by one party shall be given to another party not less than sixty (60) days prior to the expiration of the term of this agreement in effect at the time the notice of terminate: Notwithstanding the preceding provisions, this agreement shall terminate:

- a. Immediately if all or substantially all of the authorizations held by Hunt County, the owner of the HCSN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent

to terminate.

c. Upon termination of this agreement for any reason, all radio units belonging to the COUNTY shall be immediately returned to the COUNTY.

VI. Default

- a. If USER is found by COUNTY to be in default of the terms of this agreement by failing to perform as provided under the terms of the agreement, the COUNTY will have the right to immediately terminate service and/or access to the HCSN. In the event this agreement is terminated, all COUNTY owned mobile and handheld radio units must be returned to the COUNTY immediately.
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VII. Disclaimer

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interferences from distant stations that can interrupt the radio system at times. Likewise, there are other causes beyond the reasonable control of the COUNTY, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the USER's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the USER by this agreement shall be the sole responsibility and expense of the USER.

VIII. Notice

COUNTY:

USER:

Communications Director 2801 Stuart St. Greenville, TX 75401 903-453-6842 600 Chief John Alderson 601 Sgt Paul Thompson 602 Officer Kevin Vernon 610 (Res) Monty Edge 606 (Res) Lonny Yarbrough

IX. Assignment

The user agrees to not assign this agreement unless it receives the prior written consent from the County of Hunt.

X. Venue

This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is Hunt County, Texas.

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This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this agreement shall be of no force and effect unless in writing and executed by all parties hereto, except for those modifications effectuated pursuant to the provisions of paragraphs II(c) and III (e), above.

IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE COUNTY OF HUNT: BX

Bobby Stovall HUNT COUNTY JUDGE

Feb. 6 2025 DATE:

FOR THE USER:

BY:

SIGNATURE

Kevin Featherston

PRINTED NAME/OFFICE

Mayor City of West Tawakoni

DEPARTMENT

19,279-6

Memorandum of Understanding Hunt County Safety Nexus Law Enforcement/Fire Department within Hunt County

This agreement is made and entered into and executed by the County of Hunt, Texas ("COUNTY") and

QUINLAN 15 DEPARTMENT, a public safety agency of Hunt County, Texas ("USER"). Police DEPT

WHEREAS, the COUNTY has a P25 Digital 700/800 Megahertz Trunked Radio System, hereby referred to and known as the Hunt County Safety Nexus ("HCSN"). The County is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

WHEREAS, the USER desires to utilize the HCSN for public safety interoperability emergency purposes;

WHEREAS, the COUNTY desires to accommodate additional radio units on their HCSN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the COUNTY and USER;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, it is agreed as follows:

I. **DEFINITIONS**

- a. **Primary Dispatch System**: The primary communications system upon which the USER or its agents rely on to provide radio communications or radio transmissions among its radio units.
- b. **Priority Access:** An assigned level of system access that determines the choice of the radio system between two or more radio units seeking use simultaneously.
- c. **Public Safety Agency**: Governmental and public entities or those non-governmental, private organizations which are properly authorized by the appropriate governmental authority whose primary mission is providing public safety services.
- d. **Radio System**: A trunked Multi-Site P25 Phase 2 / L3Harris 700/800 Megahertz public safety radio system owned by the COUNTY and licensed by the FCC and that enables the engagement of radio communications via radio units in accordance with technical specifications.
- e. **Dispatch Terminal**: Office or agency which has its own dispatch center to communicate with USERS. A dispatcher terminal is normally operated by a dispatcher. Dispatch terminals may have advanced capabilities depending on configuration.
- f. **Radio Unit**: Mobile, stationary or portable radio communications devices communicating among themselves at certain air wave frequencies.
- g. System Code Identification Number: An identification number that allows radio units to gain access to the radio system thereby enabling the radio units to communicate

among themselves at certain airwave frequencies.

II. COUNTY Obligations

The COUNTY agrees that during the term of this agreement, the COUNTY shall:

- a. Allow USER access to the HCSN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS not obtaining their own radio units with a certain number of COUNTY assigned mobile and/or handheld radio units, which are and will remain property of the COUNTY, as determined necessary and as available from the Hunt County Sheriff's Office. Replacement radio units needed to replace damaged, lost, or stolen, or otherwise inoperable radio units held by the USER will be provided on an "as available" basis at the sole discretion of the COUNTY.
- c. Provide the USERS with programming services to program a systems code identification number to provide access to the HCSN users that have L3/Harris Radios, after USER coordinates with Hunt County Sheriff's Office, thereby providing scheduling availability.
- d. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 30 days of such date that the COUNTY becomes aware of the change.
- e. Upon being notified that one or more of the USER's assigned radio units has been lost or stolen, the COUNTY will take all reasonable actions to prevent any of the USER's lost or stolen radio units from gaining access to the HCSN including attempting to disable the lost or stolen radio unit.
- f. Provide the same level of priority access to the HCSN for USER as that afforded the owner of the HCSN.

III. USER Obligations

During the term of this agreement, the USER agrees to:

a. Assume all liability and responsibility for the cost of replacing any damaged, lost, stolen or destroyed radio units provided by the COUNTY.

- c. Should the USER wish to obtain their own radio units—whether mobile, handheld, or both—that will have access to the HCSN, each radio unit will include the following required feature sets:
 - i. Selective Inhibit.

accepting any radio units.

- ii. Valid Site Registration ID's.
- iii. System access using Push-To-Talk Identification.
- iv. Required programming of the State Mutual Aid and Regional Mutual Aid Talkgroups within the all public safety radio units on the network.
- v. Required programming of conventional mutual aid channels.
- vi. A valid unique authorized System Code Identification Number programmed into each authorized radio unit (no duplicate ID's).
- vii. Radios must be P25 CAP Phase II Certified Radios (Compliance Assessment Program) compliant to be allowed on the HCSN.
- viii. Radios must be 256-AES,64-DES ENCRYPTION (Multi-Key)
 - ix. Radios shall be manufacture supported.
- d. Upon execution of this agreement USER will provide the COUNTY with a complete listing of all USER owned radio units covered by this agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
- e. USER will be responsible for coordinating with the COUNTY for programming services to program a systems code identification number to gain access to the HCSN, thereby providing interagency interoperability for emergency public safety communications.
- f. Provide the COUNTY with at least ten (10) days prior written notice of its intent to increase, decrease or otherwise change the number of radio units that have access to the HCSN.
- g. Any USER opting to use COUNTY radio units must coordinate with the COUNTY for installation or removal of mobile radio units in USER owned emergency vehicles. Only COUNTY approved vendors or technicians may install or remove COUNTY owned mobile radio units.
- h. Notify the COUNTY by phone and email that one or more of its radio units have been lost or stolen IMMEDIATELY upon knowing or having reasons to know that the radio units have been lost or stolen.
- i. Cooperate with the COUNTY in a semi-annual inventory of all mobile and handheld radio units assigned by the COUNTY to USER.
- j. Use the System Code Identification Number described in this agreement to access the HCSN to engage in radio communications for the sole purpose of public safety

emergency communications and interoperability among radio units.

k. Observe and abide by all applicable statutes, laws, rules and regulations, including but not limited to, those enforced by the FCC, as well as those applicable to administrative rules of COUNTY that are now in effect or that may become effective during the term of this agreement. Further, the USER acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this agreement and if this change necessitates a modification of the agreement, the modification may be effectuated by the other party without incurring any liability for such modification. Should any change in the applicable statutes, rules, regulations, or administrative rules necessitate modification of this agreement, the COUNTY shall notify the USER of any such change within 60 days of such date that the COUNTY becomes aware of the change.

IV. Consideration

- a. It is expressly understood and agreed that in consideration for the mutual benefits derived from this agreement between the COUNTY and USER, within Hunt County, no fee will be assessed for access to the HCSN.
- b. Users will designate One (1) person to be the contact person for all matters regarding the Hunt County Safety Nexus. This person will be the contact for any radios issues or any general issues/concerns with the HCSN.

Steve Walden Designee

<u>903-356-1324</u> Phone Number

steve. Walden@ quinlonisd. net

V. Term

The term of this agreement shall be one (1) year from the date this agreement is executed by the parties hereto. This agreement will automatically renew for another one (1) year term unless terminated by any of the parties providing written notice to COUNTY or USER of its intent to terminate. Notice of termination by one party shall be given to another party not less than sixty (60) days prior to the expiration of the term of this agreement in effect at the time the notice of termination is given. Notwithstanding the preceding provisions, this agreement shall terminate:

- a. Immediately if all or substantially all of the authorizations held by Hunt County, the owner of the HCSN or the USER are revoked by the FCC or its successor agency or;
- b. Upon any party giving the other parties sixty (60) days prior written notice of its intent

to terminate.

c. Upon termination of this agreement for any reason, all radio units belonging to the COUNTY shall be immediately returned to the COUNTY.

VI. Default

- a. If USER is found by COUNTY to be in default of the terms of this agreement by failing to perform as provided under the terms of the agreement, the COUNTY will have the right to immediately terminate service and/or access to the HCSN. In the event this agreement is terminated, all COUNTY owned mobile and handheld radio units must be returned to the COUNTY immediately.
- b. If COUNTY fails to perform as provided under the terms of this agreement, the USER'S sole remedy shall be to terminate this agreement and return any COUNTY owned mobile and handheld radio units to the COUNTY immediately.

VII. Disclaimer

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission conditions such as short term, unpredictable meteorological effects and sky wave interferences from distant stations that can interrupt the radio system at times. Likewise, there are other causes beyond the reasonable control of the COUNTY, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the USER's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to the USER by this agreement shall be the sole responsibility and expense of the USER.

VIII. Notice

COUNTY:

USER:

Communications Director				
2801 Stuart St.				
Greenville, TX 75401				
903-453-6842				

Quintan 1	SD
YOI E.	Richmond
Quintar -	TV 76474
903-356-1	324

IX. Assignment

The user agrees to not assign this agreement unless it receives the prior written consent from the County of Hunt.

X. Venue

This agreement is governed and construed according to the laws of the State of Texas. The venue for any action or claim arising out of this agreement is Hunt County, Texas.

XI. Entire Agreement

Memorandum of Understanding - P25 Radio Interoperability

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this agreement shall be of no force and effect unless in writing and executed by all parties hereto, except for those modifications effectuated pursuant to the provisions of paragraphs II(c) and III (e), above.

IN WITNESS WHEREOF, this agreement is hereby executed as follows:

FOR THE COUNTY OF HUNT: BY Bobby Stovall HUNT COUNTY JUDGE

1-25 DATE:

FOR THE USER:

BY SIGN

PRINTED NAME/OFFICE

OF Schools



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DATE (MM/DD/YYYY)

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			ificate field remains blank		(A/C. No. Ext): 800-482-7276 E-MAIL	(A/C. No. Ext): 5	12-467-3699
					ADDRESS: bob.boehle@tasb.o	ng	
					PRODUCER CUSTOMER ID:		
						RISK POOL AFFORDING COVERAGE	
COVE	RED ENTITY / PE	RSON			RISK POOL A: TASB Risk M	Management Fund	
	an ISD				RISK POOL B:		
Shan	na Austin						
401 E	Richmond				RISK POOL C:		
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