

18,670

**MEMORANDUM OF AGREEMENT
WITH HUNT COUNTY, TEXAS
FOR RADIO SYSTEM CONNECTION
AT L3HARRIS' GREENVILLE FACILITY
AND FOR MUTUAL AID**

FILED FOR RECORD
at 1:00 o'clock P M

MAR 12 2024

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

This Agreement (“Agreement”), entered into on March 14, 2024 (the “Effective Date”) is entered into by Hunt County, Texas (“County”) located at 2507 Lee Street, Greenville, TX 75401n and L3Harris Technologies Integrated Systems L.P. (“L3Harris”) located at 10001 Jack Finney Blvd, Greenville, TX 75402 (each hereinafter also sometimes referred to individually as a “Party” and collectively as the “Parties”).

WHEREAS, the County has a P25 Digital 700/800-Megahertz Trunked Radio System (“P25 System”); and

WHEREAS, the County desires its P25 System to connect to the L3Harris Greenville facility’s P25 System and network; and

WHEREAS, L3Harris desires to facilitate connection of the County’s P25 System to the L3Harris Greenville facility’s P25 System; and

WHEREAS, the Parties have sufficient quantities of fire and emergency response equipment and qualified personnel to operate such equipment; however, such equipment and personnel may not be adequate to fully protect the property of each Party or their respective inhabitants in the event of an unusual disaster, emergency, or other designated event (“Event”);

WHEREAS, with the occurrence of an Event, a Party may deem it desirable to have the other Party be informed and/or render mutual aid by creating an interactive communication systems for fire and police and other functions (e.g., County volunteer fire departments, EMS, and County commissioners with radios, L3Harris Security, Fire and air traffic controllers) and to leverage the resources of both Parties to enhance coverage and provide redundancy for fire and emergency response equipment and qualified personnel in support of the Party affected by the Event; and

WHEREAS, the Parties desire to work together to maximize such communication effort in support of each other during an Event.

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

I. SCOPE

This Agreement contains the terms, conditions and protocols for (i) the County’s connection of its P25 System to the L3Harris P25 System at L3Harris’ facility, and (ii) the Parties’ provision of mutual aid in response to an Event.

II. P25 SYSTEM CONNECTION

Attachment A to this Agreement describes the P25 System components held by each Party, as well Party responsible on a component basis. The terms and conditions associated with the purchase of

System components (including hardware and software), or maintenance services for the P25 System, are not covered in this Agreement, and can be found, respectively, in the appropriate Purchase Orders and Maintenance Services Agreements. Each Party is responsible for the purchase and maintenance of their P25 System and its related components.

The Parties will work cooperatively to connect the County's P25 System to the L3Harris P25 System Network at its L3Harris Greenville facility, the result of which will be a sharing of the combined Network described in Attachment A by the County and L3Harris during an Event (Event Network). Sharing of P25 System components described in Attachment A may also be used by either Party for day-to-day operations by one Party or both Parties working together or solely.

Neither Party will charge the other Party for the efforts expended to secure connectivity and ensure Event Network operation.

III. MUTUAL AID

For the purpose of providing effective communications through the Event Network for security, fire and emergency responses (including equipment and qualified personnel) to the Party affected by an Event, such mutual aid will be provided upon the oral or written request of the Security Officer, the Fire Chief or Assistant Fire Chief of the Requesting Party. The Security Officer, Fire Chief, or Assistant Fire Chief from whom assistance is requested ("Responding Party") shall, in his or her sole discretion, determine if the requested assistance can be provided and, if so, determine the equipment and personnel that will respond to the Event request. If available, the services rendered shall be with like equipment and personnel that the Responding Party generally renders to itself or its facility or inhabitants in a similar event.

When responding to an Event request, the Responding Party shall follow the direction and command of the Event commander of the Requesting Party.

The Parties agree that a response may, at times, be delayed, limited or made impossible for any number of reasons, including, but not limited to, a prior commitment to, or an event involving, the Responding Party's facilities, inhabitants or equipment/personnel. Nothing in this Agreement shall require or be construed to require either Party to provide such equipment or personnel that would leave the Responding Party, in its sole judgment, unable to provide adequate response to an event to itself or its inhabitants.

Notwithstanding language herein to the contrary, the Parties agree that the Responding Party will not, in any way, be liable in damages to the Requesting Party or any third parties for any failure or delay in response to a call for assistance and/or mutual aid, for inadequacy of equipment or negligent operation of same, or for any other cause which may arise, directly or indirectly, out of such use or intended use of said equipment or personnel. Neither Party receiving or responding to a request for mutual aid shall be liable to the other Party in any manner or event for damages or loss of equipment or personnel suffered, directly or indirectly.

The County agrees that, to the full extent permitted by present or future law, L3Harris (including its subsidiaries, successors, assigns, directors, officers, employees, agents and affiliates) shall,

when responding to the County's request for mutual aid under this Agreement, be entitled to all immunities and limitations on liability as the County would enjoy in its sovereign capacity.

IV. TERM & TERMINATION

This Agreement begins on the Effective Date stated above and shall remain in effect until terminated by the Parties. Notwithstanding the foregoing, the term of this Agreement shall be no less than the 15-year term of the P25 Systems' Maintenance Service Agreement noted in Attachment A.

Should any Party fail to perform as provided under the terms of this Agreement, the other Party's sole remedy shall be to terminate this Agreement.

Any Party may terminate this Agreement with thirty (30) days' written notice to the other Party. Upon termination of this Agreement, neither Party will bear any cost, liability or future obligation to the other Party.

V. 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 Parties, including but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the affected Party's expense. Any surveys, studies, research or other measures taken to ensure the adequacy of coverage provided to a Party by this Agreement shall be the sole responsibility and expense of the affected Party.

VI. LIMITATION OF LIABILITY & INDEMNITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH LOSSES OR DAMAGES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE.

NOTHING IN THIS AGREEMENT OBLIGATES EITHER PARTY TO INDEMNIFY ANY PERSON, INHABITANT OR ENTITY IN ANY MANNER.

VII. NOTICES

Any notice which must be given or made to another Party hereunder must be given in writing and sent to the following Party representatives. Email is an acceptable delivery method.

For Hunt County, TX: Hunt County Commissioners Court
c/o Hunt County Judge
Hunt County Courthouse
2507 Lee Street
Greenville, Texas 75401
Email: cojudge@huntcounty.net

For L3Harris: Office of Counsel
Attn: Theresa M. Taylor
L3Harris Technologies Integrated Systems L.P.
10001 Jack Finney Blvd.
Greenville, TX 75402
Email: Theresa.taylor@L3Harris.com

VIII. ASSIGNMENT

This Agreement cannot be assigned without the prior approval of the Parties hereto.

IX. GOVERNING LAW AND VENUE

This Agreement is governed and construed according to the laws of the State of Texas, without giving to its conflicts of laws principles. The venue for any action or claim arising out of this Agreement is Hunt County, Texas.

X. 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 the Parties hereto.

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

FOR THE COUNTY OF HUNT, TEXAS:

BY: 

NAME: Bobby W. Stovall

TITLE: County Judge

DATE: March 12, 2024

FOR L3HARRIS TECHNOLOGIES INTEGRATED SYSTEMS L.P.

BY: _____

NAME: Theresa M. Taylor

TITLE: Assistant Secretary

DATE: _____

For L3Harris: Office of Counsel
Attn: Theresa M. Taylor
L3Harris Technologies Integrated Systems L.P.
10001 Jack Finney Blvd.
Greenville, TX 75402
Email: Theresa.taylor@L3Harris.com

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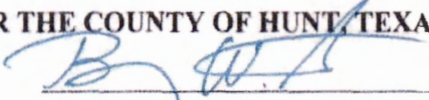
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TITLE: County Judge

DATE: March 12, 2024

FOR L3HARRIS TECHNOLOGIES INTEGRATED SYSTEMS L.P.

BY: 

NAME: Theresa M. Taylor

TITLE: Assistant Secretary

DATE: March 13, 2024

**MEMORANDUM OF AGREEMENT
WITH HUNT COUNTY AND L3HARRIS
FOR RADIO SYSTEM CONNECTION
ATTACHMENT A**

Items	Description	Responsible Party: L3Harris	Responsible Party: Hunt County	Notes
Simulcast Site	Simulcast sites 4 channels each site	2	5	Hunt County's Sites: <ul style="list-style-type: none"> • Hunt County Sheriff's Office • SBA Commerce • Tillman • Quinlan • Celeste L3Harris' Sites: <ul style="list-style-type: none"> • L3H North • L3H South
Symphony Consoles	Consoles at each site	2	3	Hunt County's Responsibility: <ul style="list-style-type: none"> • Sheriff's Office (3 consoles) L3Harris' Responsibility: <ul style="list-style-type: none"> • L3H Security (1 console) • L3H Fire House (1 console)
Zetron Pathway +	Interop	3* (12 talkpaths)	2* (8 talkpaths)	Hunt County's Responsibility: <ul style="list-style-type: none"> • HC Sheriff's Office (2*) L3Harris' Responsibility: <ul style="list-style-type: none"> • L3H Facility (3*) <p>*These are dual units that have the capacity to connect 4 interop radios to. Each radio is one (1) talkpath.</p>

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Items	Description	Responsible Party: L3Harris	Responsible Party: Hunt County	Notes
DC Plants	Power plants	2	4	Hunt County's Responsibility: <ul style="list-style-type: none"> • HC Sheriff's Office (1 power plant) • SBA Commerce (1 power plant) • Tillman (1 power plant) • Celeste (1 power plant) L3Harris' Responsibility: <ul style="list-style-type: none"> • L3H North (1 power plant) • L3H South (1 power plant)
Microwave	Aviat	1	1	One (1) complete network for each
Vida Core	Main Core	1		Located at L3H North
HA Core	Backup Core		1	Located at the Celeste Site
Logging Recorder	Exacom	2		
Logging Recorder	Eventide		1	Eventide Recorder responsibility of Hunt County
Programming	Radio programming	X	X	Each Party is responsible for their own radios. County needs to decide how they intend to handle agencies that join the network and if the County is going to take on the responsibility of programming and what fees the County may charge. If there will be fees, it is recommended the County develop an MOU with these agencies.

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Items	Description	Responsible Party: L3Harris	Responsible Party: Hunt County	Notes
Maintenance	Maintenance Service Agreement 15 years	X	X	Each Party is responsible for their portion of the network for a period of fifteen (15) years from the Effective Date. Network refresh will occur in years 7 and 14, with the cost to be borne by each Party for its portion of the network
UAS	Maintaining data base	X		County will be able to maintain its portion of the database, with updates to be made at the L3Harris Facility location
User Fees	Fees associated with being on the network		X	No fees for Hunt County from the L3Harris Facility.