



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P006564

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V E N D O R	Vendor Number: 00020964 RIO GRANDE VALLEY COMMUNICATIONS GROUP 1300 Houston McAllen, TX 78501
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S H I P T O	Texas Department of Public Safety Law Enforcement Support 5805 North Lamar Blvd Austin, TX 78752-4431 US Email: eprocurementshipping@dps.texas.gov Phone: (512) 424-2000
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State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

B I L L T O	Texas Department of Public Safety Finance - Accounts Payable - MSC 0130 PO Box 4087 Austin, TX 78773-0130 US Email: apinvoices@dps.texas.gov Phone: (512) 424-2060
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Solicitation (Bid) No.:	Payment Terms: Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0
Item # 2 PO FOR PAYMENT PURPOSES ONLY Payment for 405-LES-12-22638 Interlocal Agreement for radio subscription service in Rio Grande Valley in support of Operation Secure Texas. Contract auto-renews. Payment per Invoice No. 1494, dated October 22, 2015	

Item # 1
 Class-Item 915-79

Renewal 3 of 9 - Renewal 2015-2016 Payment for service term 10/1/2015 - 9/30/2016

Rio Grande Valley Communications Group (RGVCG) Regional Radio System (RRS) Annual radio Subscriptions (FULL TIME) 12 Months at \$10.00 per radio (total of 900 radios) per month is \$120.00 = \$108,000.00

RGVCG RRS Annual radio Subscriptions (PART TIME) - 12 Months at \$2.00 per radio (total of 3200 radios) per month which is \$24.00 per year = \$76,800.00

RGVCG RRS Annual Console Subscription October 1, 2015 to September 30, 2016 - 12 Months at \$225 per console (total of 1 console) per month = \$2,700.00

Total Amount for Term 10/1/2015 - 9/30/2016 = \$187,500.00

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 187,500.00	YR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 187,500.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
1/16/16-09007-6256-1001- - -0155- - -	\$ 220.00
1/16/16-13057-6256-1001- - -0800- - -	\$ 220.00
1/16/16-56011-6256-1001- - -1100- - -	\$ 2,700.00
1/16/16-90404-6256-5506- - -1100- - -	\$ 165,000.00
1/16/16-90845-6256-5294- - -1100- - -	\$ 19,360.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 187,500.00

APPROVED

By: Nancy Devon, CTPM

Phone#: (512) 424-2067

BUYER

**INTERLOCAL AGREEMENT
RADIO SERVICE**

**STATE OF TEXAS §
COUNTY OF HIDALGO §**

This Agreement made and entered into by and between the **RIO GRANDE VALLEY COMMUNICATIONS GROUP**, a Texas non-profit corporation, (hereinafter sometimes referred to the "RGVCG") and the **TEXAS DEPARTMENT OF PUBLIC SAFETY**, a department of the State of Texas situated in Travis County, (hereinafter sometimes referred to as TxDPS).

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

RGVCG
Randy Ashley
Interim Communications Manager
PO Box 220
McAllen, Texas 78501

Texas Dept of Public Safety
Eddie Wilson
Communications Area Manager
5805 N. Lamar Blvd, Building G Annex
Austin, Texas 78752

WITNESSETH:

WHEREAS, the RGVCG owns and maintains a multi-site 800 megahertz trunked radio system and is duly licensed by the Federal Communications Commission (hereinafter referred to as "FCC") for the operation of same; and

WHEREAS, TxDPS desires to utilize the RGVCG's 800 megahertz radio system for government functions, and

WHEREAS, RGVCG is able to accommodate additional radio units on its trunked 800 megahertz radio system and is willing to cooperate with TxDPS to affect usage of the system for said purposes; and

WHEREAS, the radio system recurring costs include annual radio maintenance fees, T-1 communication lines, and infrastructure up-grades as required; and

WHEREAS, the RGVCG is hereby furnishing a service related to homeland security activity under this interlocal agreement and as the furnishing local agency is not responsible for any civil liability that arises from the furnishing of the services under this contract; and

WHEREAS, the RGVCG and TxDPS are authorized to enter into an agreement for the provision of such services pursuant to the provisions of Interlocal Cooperation Act, Texas Government code Ann. § 791.001, et seq.

NOW, THEREFORE, the RGVCG and TxDPS hereby agree to the terms and conditions of this Contract. This Contract consists of the following sections:

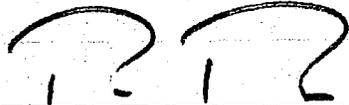
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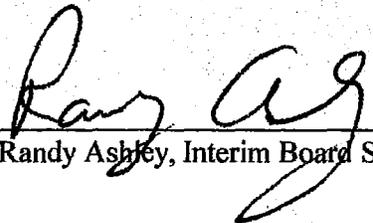
All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, RGVCG and TxDPS have made and executed this contract in multiple copies, each of which is an original.

**RIO GRANDE VALLEY
COMMUNICATIONS GROUP**


Pilar Rodriguez, Chairman 1/23/2012
Date

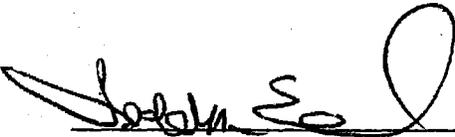
Attest:


Randy Ashley, Interim Board Secretary

Approved as to form:


Brendan Hall, RGVCG Attorney

TEXAS DEPT OF PUBLIC SAFETY


Todd Early 2-3-12
Deputy Assistant Director Date

Attest:



I. DEFINITIONS

As used in this contract, the following terms shall have the meanings set out below:

“Contract” means the agreement the RGVCG and TxDPS.

“Contract Term” is defined in Article IV.

“RGVCG” is defined in the preamble to this contract and includes its successors and assigns.

“Communications Manager” means the Director of the RGVCG or the designee.

“Regional Radio System” (RRS) means the RGVCG’s trunked 800 megahertz radio system.

“Radio Unit” or “Unit” means a mobile, stationary, or portable radio communications device, which communicates at certain air wave frequencies.

II. DUTIES OF RGVGC

A. In General

During the Contract Term, RGVCG shall provide radio air time on and support for the Regional Radio System (RRS) for as many as 50 radio units. The numbers of units for either primary or back-up dispatch on the regional radio system may be increased by mutual written agreement of the RGVCG and TxDPS.

Within 30 days of Countersignature, the RGVCG shall program the radio unit(s) according to the initial configuration agreeable to the RGVCG Communications Manager and TxDPS. RGVCG may program each radio unit, for a service charge, with the capability to access the regional radio system within 30 days after submittal of such unit to the RGVCG Radio Support Section for programming.

B. Stolen Units

Upon notification that one or more of TxDPS’s radio units have been lost or stolen, the RGVGC shall take all reasonable actions to prevent the stolen or lost radio unit from gaining access to the regional radio system.

C. Optional Services

The RGVCG may provide radio repair and installation/removal services at TxDPS written request in accordance with the current radio systems management price list (updated annually in September).

III. DUTIES OF TXDPS

A. Procurement of Radio Units

It is understood that TxDPS must procure its own radio units, which must be compatible with the regional radio system (P25 Compliant).

B. Stolen Units

TxDPS shall notify the RGVCG when one or more unit(s) have been stolen or lost within 24 hours of TxDPS's discovery that the unit(s) have been lost or stolen.

C. Payment of Airtime

TxDPS shall pay the RGVCG for the access to the regional radio system provided herein at a rate of **\$10.00** per unit, per month for full-time radio air time and support. TxDPS shall prepay these yearly charges in full at the beginning of the Contract Term and each renewal thereof, based upon the number of radio units then in service. Should TxDPS change the number of radio units in service during the Contract Term, the following provisions shall apply:

1. In the event the number of TxDPS radio units in service increases during a Contract Term, the charge for each additional radio unit shall be prorated based upon the remaining fractional part of the current Contract Term. The entire amount owed for the additional radio units, for the time remaining in the then current Contract Term, shall be prepaid to the RGVCG.
2. In the event the number of TxDPS radio units in service decreases during the Contract Term, the RGVCG shall either allow a credit or make a refund to TxDPS for a prorated portion of the prepaid fee based on the remaining fractional part of the current Contract Term. The credit/refund allowed will be accomplished within sixty (60) days of the date TxDPS gives the RGVCG written notice of its decrease in the number of radio units it has in service.
3. Prorated portions of the Contract Term shall be calculated on a monthly basis with fractions rounded to the nearest whole month.

D. Payment for Programming

TxDPS shall pay the RGVCG for the programming and activation of TxDPS's radios for use on the regional radio system at a rate of \$40.00 per radio, upon initial access to the regional radio system. The entire amount owed for the programming of radio units shall be paid to the RGVCG within sixty (60) days of the invoice date for such services.

As an option, the programming of radio units on the regional radio system can be completed by TxDPS or an approved vendor as authorized by the RGVCG. In the event TxDPS exercises the

option to program its own radios, a Twenty Dollar (\$20.00) per radio activation fee shall still apply.

E. Fee Adjustment

It is expressly understood and agreed that the RGVCG may increase the annual fees provided for herein by giving TxDPS written notice of its intention to increase said fees at least ninety (90) days prior to the effective date of the proposed increase. Fee adjustments can only be made at the beginning of an annual contract term unless the initial contract is entered upon after the fee adjustment is approved.

F. Breach

The decision to exercise rights granted by this subsection shall be made by the Governing Board of the RGVCG. If the TxDPS commits a breach of this Contract, the Governing Board shall deliver a written notice of breach to the TxDPS that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach in payment of the annual assessment can only be cured by paying that Annual Assessment. If the TxDPS does not cure that breach within thirty (30) days of receiving the written notice of breach, the TxDPS is in default and the Governing Board shall deliver a written notice of default to the TxDPS that specifies the following:

1. The nature of the default,
2. The date of the notice of breach,
3. The failure of the TxDPS to cure timely, and
4. The TxDPS's interest in the RRS is terminated on the effective date stated in the notice if the termination is approved by the Governing Board unless the default is cured by the TxDPS paying that Annual Assessment during the first quarter of the next budget cycle after that in which the breach occurred

If the TxDPS fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the RGVCG has given the TxDPS written notice of such failure, then the TxDPS is in default under this Agreement. In the event of the TxDPS's default, the RGVCG has the right to terminate the Agreement, deny the TxDPS any service provided by the RGVCG under this Agreement, and retain all moneys paid to the RGVC pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the RGVCG and TxDPS are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

Should the RGVCG fail to perform as provided under the terms of this Agreement, the TxDPS's sole remedy is termination of this Agreement, and the RGVCG agrees to make a refund to the TxDPS of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

IV. TERM AND TERMINATION

The initial Contract Term will be prorated to September 31, 2012. The first full Contract Term shall be one (1) year from the date October 1, 2012. This Contract will automatically renew for as many as nine (9) additional one-year terms, unless it is terminated by either party giving the other party prior written notice of its intention to terminate. Said notice of termination shall be given to the other party not less than thirty (30) days prior to the expiration of the Contract Term. Notwithstanding the preceding provisions, the Contract Term will end:

- Immediately if all or substantially all of the authorizations held by the RGVCG or TxDPS are revoked by the FCC or its successor agency, or
- Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate.
- Within thirty (30) days of termination of this Contract, TxDPS shall allow the RGVCG access to TxDPS's radio units for the purpose of removing its programming that allows access to the RGVCG Regional Radio System.

V. MISCELLANEOUS

A. Release

TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND TEXAS STATE LAW, TEXAS DEPARTMENT OF PUBLIC SAFETY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE RIO GRANDE VALLEY COMMUNICATIONS GROUP, ITS PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF RGVCG FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS CONTRACT.

Additionally, it is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be acts of God or adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the regional radio system. Likewise, there are other causes beyond reasonable control of the RGVCG, 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 under this Agreement are the sole responsibility and expense of the User

B. Independent Contractor

The RGVCG agrees to perform the services as an independent contractor and not as a subcontractor, agent or employee of TxDPS.

C. Force Majeure

"Force Majeure" includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inability of either party to carry out its obligations under this Contract, except strikes or labor disputes and breakage or damage to machinery or equipment, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Contract, it is agreed that, upon such party's giving notice and full particulars of such Force Majeure in writing or by telegraph or telefax to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement

This Contract merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms with respect to the Project, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Applicable Laws

This Contract is subject to all laws of the State of Texas, the Certificate of Formation and Bylaws of the Rio Grande Valley Communications Group, the rules of TxDPS, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Contract shall be Hidalgo County, Texas.

F. Enforcement

The RGVCG Chairman or his or her designee shall have the right to enforce all legal rights and obligations under this Contract without further authorization.

G. Assignment

TxDPS shall not assign this Contract at law or otherwise without the prior written consent of the Board of Directors of the RGVCG.

H. Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the RGVCG and TxDPS only.

I. Legislative Action

TxDPS is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. If TxDPS and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the services to be provided under this Agreement impossible, unnecessary, void or substantially amended or that would terminate the appropriations for this Agreement, TxDPS may immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of TxDPS, the State of Texas and the United States.

J. Payment of Services

Invoices to TxDPS Accounts Payable are to be sent to the following:

Texas Department of Public Safety
Accounts Payable
PO Box 4087
Austin, Texas 78773-0130
or electronically to APInvoices@DPS.texas.gov

With a copy of the invoice with detailed backup documentation to:

Texas Department of Public Safety Law Enforcement Support Division
Public Safety Communication Service
Attention: Todd Early
PO Box 4087
Austin, Texas 78773
or electronically to todd.early@DPS.texas.gov

Agreement between Rio Grande Valley Communications Group and TXDPS

Agreement signed 3-Feb-12

AIRTIME

TXDPS shall pay RGVCG for access at the rate of \$10 unit/per month
Prepay yearly charges in full at the beginning of the Contract Term

PROGRAMMING

TXDPS shall pay RGVCG programming and activation radios \$40 per radio
If TXDPS exercises the option to program its own radios \$20 per radio

FEE ADJUSTMENT

RGVCG may increase annual fees--must give 90 days prior to the effective day written notice

DEFAULT

TXDPS fails to make payment of any sum due and such failure continues for 45 days after
RGVCG gives TXDPS written notice of such failure, then TXDPS is in default under this Agreement

Term of Contract

Automatic Renewal

First Full Contract Term	1 October 2012 thru 31 September 2013
Option 1	1 October 2013 thru 31 September 2014
Option 2	1 October 2014 thru 31 September 2015
Option 3	1 October 2015 thru 31 September 2016
Option 4	1 October 2016 thru 31 September 2017
Option 5	1 October 2017 thru 31 September 2018
Option 6	1 October 2018 thru 31 September 2019
Option 7	1 October 2019 thru 31 September 2020
Option 8	1 October 2021 thru 31 September 2022
Option 9	1 October 2022 thru 31 September 2023

TERMINATION

30 Day written notice prior to the expiration of the Contract Term.

MODIFICATIONS

M-0001 Delete 50 radio units and allow as many radio units as TXDPS deems necessary