



October 6th

POSTED
8:20 A.M. P.M.

OCT 06 2023

GWINDA JONES, COUNTY CLERK
ERATH COUNTY, TEXAS

By [Signature] Deputy

NOTICE OF COMMISSIONER'S COURT MEETING

Notice is hereby given that the Erath County Commissioner's Court will meet in regular session on Tuesday, October 10th, 2023 at 9:00 a.m. in the 2nd floor Commissioner's Courtroom at the Erath County Courthouse, Stephenville, Texas to consider the following agenda items for discussion and possible action:

1. Pledge of Allegiance.
2. Invocation
3. Public Comments.
4. Discussion and action to approve April 1st as due date for Erath County Historical Commission.
5. Discussion and action to approve IT Department to participate with the City of Stephenville in their Stephenville Electronic Recycling Event on October 14th at a split cost of \$2,250.00. (Colby Reynolds)
6. Discussion and action to approve adding CIVIC Plus Platinum Security package for the Erath County Website as an additional service. (Colby Reynolds)
7. Untable discussion and action to award Justice Center Technology Upgrades.
8. Discussion and action to approve agreement for court bailiff between Erath County Constable Jason Schipper and City of Stephenville.
9. Discussion and action to approve Republican election judge appointment for two-year term.
Discussion y accion aprobar los nombramientos de jueces electorales republicanos por periodo de dos anos. (Gwinda Jones)
10. Discussion and action to approve agreement between Erath County and Erath County Volunteer Fire Department.
11. Discussion and action to approve agreement between Erath County and Dublin Volunteer Fire Department.
12. Discussion and action to appoint Chris Brooks as project manager for L3 Harris Radio Project.
13. Discussion and action to approve interlocal communications contract with the City of Granbury.
14. Discussion and action to consider adding a clarification to section 2A-11 OVERTIME CALCULATIONS AND RULE to the employee handbook. (Becky Keith)
Full-Time EMS employees who have overtime as part of their regular work schedule, will be compensated at the appropriate rate to maintain their pay for that pay period, as part of their budgeted salary.
15. Presentation of September Treasurer Report. (Angie Shawver)

16. Discussion and action to approve line item transfers.
17. Discussion and action to approve invoices presented for regular and recurring payment as presented by the County Auditor and issue order to the County Treasurer to disburse the funds. (K. Reeves)
18. Closed Executive Session in Accordance with the Open Meeting Act, *Tex. Govt. Code 551.071 through 551.086*, to discuss:
 - a. Personnel
 - b. Legal Matter
 - c. Real Estate
 - d. Reconvene
19. Discuss any new business.
20. Adjourn.



County Judge
Erath County, Texas



For Public Comments:

A Public Participation Form must be presented to the County Clerk prior to the time that the agenda item (or items) you wish to address are discussed before the Court. Speakers will be limited to 3 minutes and only 6 speakers will be allowed to speak on any given agenda item. Members of the public are reminded that the Erath County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Erath County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency Meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court.

Erath County Reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed, as authorized by the Texas Government Code, §551.071 (Consultation with Attorney), subsection 551.071(2) (Consultation with Attorney on legal matters that are not related to litigation), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Personnel or Devices), §551.087 (Economic Development), §551.088 (Deliberation regarding Test Item), and 551.089 (Deliberation regarding Security Devices or Security Audits).

POSTED

8:20 A.M. _____ P.M.

OCT 06 2023

GWINDA JONES, COUNTY CLERK
ERATH COUNTY, TEXAS

By  Deputy



CivicEngage® Website Hosting and Security

Trusted Protection for Your Civic
and Citizen Data

Did You Know?

Cybersecurity is a high profile topic that makes the news almost daily.

Every industry is a target, including local government—a segment that is experiencing an increase in attacks. As the industry leader with over 3,500 clients CivicPlus® is committed to continual threat monitoring and protection advancements.

CivicPlus has successfully dealt with numerous high-profile local government security challenges that you've likely seen in the news. We continually refine our pressure-tested security protocols and have teamed up with federal law enforcement to share information. Our infrastructure team has relevant expertise and experience and we require ongoing training and certification to assure we're on the leading edge of awareness and understanding.

An annual investment of over \$3.0 million in hosting and security provides us with the ability to adapt to the ever-changing security landscape while providing maximum availability. As your trusted technology solution partner, we are committed to serving as your first line of defense against cyber hackers, criminals, and extortionists, so you'll never be alone in the fight against cybercrime.



Hosting and Security Options

Hosting and Security	Included	Platinum Security Upgrade
Azure hosting		+
Web Application Firewall		+
OWASP ModSecurity Core Rule Set		+
FedRAMP, PCI, DSS, NIST and FIPS compliant Virtual Machines and Databases		+
Reverse Proxy Server		+
Wildcard SSL (TLS)	Standard SSLs available for purchase	+
Server Management	+	+
Software Updates and Security Patches	+	+
Antivirus Management and Updates	+	+
System Monitoring	24/7/365	24/7/365
DDoS Mitigation	Included	Platinum Security Upgrade
Defined DDoS Attack Process	+	+
Identify Attack Source	+	+
Identify Type of Attack	+	+
Monitor Attack for Threshold** Engagement	+	NA
If Threshold Engagement Occurs, Offer Options*	+	NA
DDoS Attack Mitigation	Available for purchase at the time of an attack	+
Performance and Bandwidth	Included	Platinum Security Upgrade
Server-Side Caching		+
Regional Content Delivery Network		+
Bandwidth Usage	Unlimited (does not apply in the event of a cyber attack)	Unlimited
Burst Bandwidth	22 Gb/s	Azure (variable)

Disaster Recovery	Included	Platinum Security Upgrade
Emergency Support, Live Agent (24/7)	+	+
Online Status Monitor	+	+
Event Notification Emails	+	+
Guaranteed Recovery TIME Objective (RTO)	8 hours	2 hours
Guaranteed Recovery POINT Objective (RPO)	24 hours	1 hour
Preemptive Monitoring for Disasters	+	+
Multiple Data Centers	+	+
Geographically Diverse Data Centers	+	+
Insights	Included	Platinum Security Upgrade
CivicEngage Security Analytics Module		+

Client Cost	Included	Platinum Security Upgrade
		\$4725*** annual

DDoS Attack Options

Option #1: Site Off-line

- Site taken off-line
- Status check traffic at 8-hour intervals during business hours
- Traffic below thresholds = site taken back online
- Traffic above thresholds = site stays down and monitoring continues until traffic falls below thresholds

Option #2: DDoS Advanced Security Package

- Site stays live – business continuity assured, additional charges apply

**Thresholds

- Traffic exceeding 25 Mb/s sustained for 2+ hours
- Traffic over 1 Gb/s at any point during attack

***Per Domain, Per Site

The Platinum Security Upgrade

Includes the Following Advanced Protections:

Security

Our Platinum Security solution comes with enterprise-level Cloudflare software, which includes the following:

- Fully customized Web Application Firewall (WAF), customized for our application
- OWASP ModSecurity Core Rule Set protects you against the Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User agent blocking
- Block or challenge visitors by IP address, autonomous system number (ASN) or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

Performance

With the use of Azure's geographically distributed regions (west, east and central) and Cloudflare's Content Delivery Network (CDN), we bring the data centers and cached content nearer to your end users. Additionally, we have optimized Cloudflare's caching capabilities for our application, allowing us to safely cache static content so that you benefit from faster page load times for your citizens and site administrators.

Disaster Recovery

Azure Site Recovery enables us to have services restored in a shorter timeframe with more frequent backups. As a result, we can have your website back online with minimum disruption and data loss.

DDoS Mitigation

Our expertly trained Hosting and Security staff work around the clock to mitigate DDoS attacks against your site, so you can focus on other local priorities and initiatives.

The Platinum Security Upgrade (Cont.)

Compliance

Hosting in Azure offers fully compliant infrastructure for those seeking a FedRAMP, PCI DSS, NIST and FIPS compliant hosting solution.

Azure complies with Payment Card Industry Data Security Standards Level 1 version 3.2. FedRAMP-Azure has earned a P-ATO from the Joint Authorization Board. Azure maintains a P-ATO at the Moderate Impact Level. Microsoft cloud services comply with NIST SP 800-171 guidelines to protect controlled unclassified information (CUI) in nonfederal information systems. Microsoft certifies that its cryptographic modules comply with the U.S. Federal Information Processing Standard.

Insights

The Security Analytics module displays comprehensive insights into attacks against your website in real-time.

Value

Our all-inclusive package not only comes with Azure hosting and enterprise-level Cloudflare software, but also the staffing to mitigate threats for you, and all at a much lower price point—ask us for a quote today.

Links:

- <https://www.microsoft.com/en-us/trustcenter/Compliance/pci>
- <https://www.microsoft.com/en-us/trustcenter/compliance/fedramp>
- https://aka.ms/NIST_800-171-Compliance
- <https://www.microsoft.com/en-us/trustcenter/compliance/fips>



AGREEMENT FOR MUNICIPAL COURT BAILIFF
BETWEEN ERATH COUNTY AND
CITY OF STEPHENVILLE

STATE OF TEXAS §

COUNTY OF ERATH §

This is an agreement for Municipal Court between ERATH COUNTY, TEXAS (hereinafter referred to as COUNTY) and the CITY OF STEPHENVILLE (hereinafter referred to as CITY), each acting herein by and through its duly authorized officials.

For and in consideration of the mutual benefits stated herein, the parties hereto agree to the following terms and conditions:

1. COUNTY agrees to provide Constable Precinct 1 as bailiff for Municipal Court of the City of Stephenville. The Bailiff is required to perform the following duties and responsibilities:
 - a. Provide security for the Municipal Court, Municipal Court Judge and Court employees;
 - b. Serve subpoenas, warrants, summons and other documents related to and required for the operation of the Court;
 - c. Monitor and control activities of parties, counsel and juries as necessary for Court operation and as directed by the Municipal Court Judge; and
 - d. Other duties as assigned by the Municipal Court Judge.

The obligations as Bailiff for the Municipal Court are secondary to the duties and responsibilities of Bailiff as Constable of Precinct 1.

2. The Bailiff of the municipal court shall obtain a bond in the amount of \$5,000.00 conditioned that he faithfully and impartially discharge the duties required by law. The bond shall be payable to CITY and approved by the City Council. CITY shall be responsible for the cost to obtain such bond. The Bailiff shall provide notice of the cost of obtaining the bond to CITY within 10 days of receipt of an invoice.
3. CITY agrees to pay COUNTY for the cost of performing the services specified in this agreement as follows: monthly payments of \$1,000.00, as a salary supplement for Erath County Constable Precinct 1 starting on October 15, 2022 and an additional \$100.00 per month to reimburse COUNTY for expense (fuel and use of county vehicle) related to the performance of the Bailiff position.
4. This agreement shall be for the period of October 1, 2023 through September 30, 2024.
5. To the extent allowed by law, each party to this agreement will indemnify and hold the other party harmless from and against any and all loss, damage, liability, claim or injury resulting from all action performed by that party or its agents in connection with this agreement.
6. It is expressly understood and agreed that, in the execution of this agreement, neither COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

7. Any amendments, alterations, deletions or waiver of the provisions of this agreement shall be valid when expressed in writing and agreed to by the governing bodies of both parties.
8. This agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
9. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement.

EXECUTED this ____ day of _____, 2023.

CITY OF STEPHENVILLE
298 West Washington
Stephenville, Texas 76401

Doug Svien, Mayor, City of Stephenville

ATTEST:

City Secretary

APPROVED AS TO FORM:

Randy Thomas, City Attorney

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on _____, by Doug Svien, Mayor of the City of Stephenville, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

COUNTY OF ERATH
100 West Washington
Stephenville, Texas 76401

Brandon Huckabee, Erath County Judge

ATTEST:

Gwinda Jones, Erath County Clerk

APPROVED:

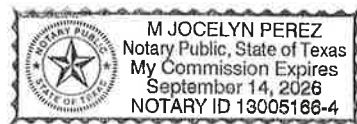


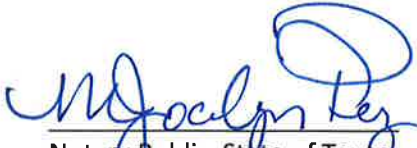
Jason Schipper, Erath County Constable Pct. 1

STATE OF TEXAS §

COUNTY OF ERATH §

This instrument was acknowledged before me on October 3, 2023 by Brandon Huckabee, County Judge of Erath County.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF ERATH §

08/19

**AN AGREEMENT BETWEEN
THE COUNTY OF ERATH
AND**

THE ERATH COUNTY VOLUNTEER FIRE DEPARTMENT

WHEREAS the County of Erath, hereinafter called “the County,” and the ERATH COUNTY Volunteer Fire Department, a Texas Non-Profit Corporation, hereinafter called “the Department” desire to make this Agreement, and,

WHEREAS the County desires to provide fire protection to areas of Erath County located outside the municipalities in the County and wishes to further its goal of improving the education and training of firefighters within Erath County, and,

WHEREAS the Department also desires to provide fire protection to areas of Erath County located outside the municipalities in the County and wishes to avail itself of the opportunities for training and equipment purchases.

THEREFORE, the County and the Department agree to the following terms:

TERM OF AGREEMENT

- 1.1 This Agreement shall be effective from 1 October 2023 to 30 September 2024.
- 1.2 The portions of this Agreement which require reporting of activities shall remain in effect for a reasonable period after the term of this contract, to allow compilation of the necessary information.
- 1.3 This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.
- 1.4 Should either party determine the other party to be in default or breach of this Agreement, the non-defaulting party shall notify the other party in writing and if such default is not cured within sixty (60) days from the date of such notice, then this Agreement may be terminated.

COMPENSATION

- 2.1 The County shall provide the building located at 830 East Road, Suite A, Stephenville, Texas 76401, for use by the Department. Any remodeling or

additions to the building must have prior approval from the Erath County Commissioner's Court.

- 2.2 The County shall reimburse the Department a fixed amount pursuant to a budget that is developed between the County and the Department and approved by the Erath County Commissioner's Court. The Board of Directors for the Department shall set the amount of salaries of any Department personnel and provide a copy of board minutes setting those rates to the County on or before June 1 of each year.
- 2.3 Any amount budgeted for professional services shall be paid out monthly upon submission to the Erath County Treasurer's Office of a monthly payroll summary and payroll liability reports.
- 2.4 The County agrees to pay reasonable expenses of the Department as reflected in the budget approved by the Erath County Commissioner's Court. All expenses paid by the County shall be paid out according to the budget approved by the Erath County Commissioner's Court and the purchasing policy approved by the Erath County Commissioner's Court.
- 2.5 Erath County shall pay for and provide worker's compensation insurance through VFIS each year. The Department is required to apply for any and all grants that are available from any source to reimburse the cost for worker's compensation insurance. The Department must provide proof to Erath County Treasurer's Office each year that the Department has applied for the grant. If the Department receives any grant funds for worker's compensation insurance, they shall forward those to the Erath County Treasurer's Office within 48 hours of receipt.

Erath County shall pay for and provide insurance coverage for all county equipment, vehicles and building. Department must report any damage to county owned equipment, vehicles or building to the Erath County Treasurer's Office within 24 hours of the damage occurring. Erath County shall be responsible for filing any claims and receiving any insurance proceeds.

RESPONSIBILITIES OF THE DEPARTMENT

- 3.1 The Department shall provide fire suppression and emergency rescue services for the unincorporated areas of Erath County. The service shall be 24 hours per day, seven days per week.
- 3.2 All firemen will receive training equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas. The Fire Chief shall submit to the County Fire Marshal an annual report of all training activities. The Department shall provide a minimum of two (2) training drills per month each drill must be a minimum of two (2) hours.

- 3.3 The Department will submit an activity report to the County Fire Marshal on a monthly basis, such report shall include response data for all fire and emergency responses, such as number of calls, location of calls and, number of personnel on each call. Monthly reports must be received by the County Fire Marshal by the 10th day of the following month.
- 3.4 The Department shall present to the Commissioner's Court, a proposed budget. The Department shall have a complete and full audit of all their financial records each year and provide that to Erath County within 10 day of receipt of the completed audit report.
- 3.5 The Department shall annually present to the Commissioner's Court a complete inventory list all of all equipment, gear, vehicles in the possession of the Department and equipment bought or sold with a value over \$500.00 by the Department during the fiscal year. For any vehicle, gear or equipment that is owned by Erath County and not by the Department, the Department shall provide a monthly report to the County Fire Marshal that details the usage of that equipment, miles driven and status (needs repair, good condition etc.) Monthly reports must be received by the County Fire Marshal by the 10th day of the following month. County owned vehicle, gear or equipment only may be used for the express purpose of fire-fighting or emergency response. It may not be used for personal use at any time.
- 3.6 On June 1 of each year, the Department shall provide to the County Fire Marshal a list of all active members and all board of director members.

RELATIONSHIP BETWEEN THE PARTIES

- 4.1 It is agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the Department or its members in the performance of its services. The Department shall be solely responsible for the manner, means and methods by which it operates.
- 4.2 It is further agreed and understood that it is the desire of the County that all Volunteer Fire Departments work together and it is not the intent of the County that this agreement grant any authority to the Department to direct or control any other Volunteer Fire Department. Each Volunteer Fire Department is a stand-alone agency and established its own procedures and policies for its members.
- 4.3 It is further agreed and understood between the parties that the acts of any agent, employee, volunteer, or member of the Department, or any person assisting the Department while fighting fires, traveling to and from calls for service, training, or in any manner providing fire protection services to citizens in the

unincorporated areas of the county, may not be considered an agent of the County or County in any respect.

- 4.4 The County shall not be held liable for the acts of the Department, any of its agents, employees, volunteers, members, or any person assisting it at any time.

MISCELLANEOUS ITEMS

- 5.1 This Agreement is not binding until it is executed by all parties to this Agreement.
- 5.2 This Agreement represents the entire Agreement by and between the parties except as otherwise provided in this Agreement. It may not be changed except by written agreement duly executed by all of the parties.
- 5.3 Neither party shall have the right to transfer or assign his or her interest in this Agreement without the prior written consent of the other party. The parties agree that such consent shall not be unreasonably withheld.
- 5.4 By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 5.5 If any party to this Agreement is a legal entity, including, but not limited to, an County, corporation, joint venture, limited partnership, partnership, or trust, that party represents to the other that this Agreement and the transactions contemplated in this Agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, action on the part of the directors, officers and agents of the entity. Furthermore, a corporate party represents that all appropriate corporate meeting was held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this Agreement prior to or at the time of execution of this Agreement.
- 5.6 This Agreement shall become effective upon its execution by all of the parties. Thereafter, all obligations contained in this Agreement shall be conclusive and binding upon all of the parties. Accordingly, this Agreement shall no longer be considered executory as of the date that all parties have affixed their signatures to it.
- 5.7 It is the specific and express intent and the Agreement of the parties that in the event one party should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intention

conduct, negligence or otherwise, the offending party shall hold harmless and indemnify the other party from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the offending party's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate Agreement in the event the same becomes necessary.

- 5.8 Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "force majeure." The term "force majeure," as used in this Agreement, shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence. In the event time limits are not met under this Agreement as a result of "force majeure," the parties agree to an extension of the time limit or deadline for the number of days for which the "force majeure" condition existed. After the "force majeure" condition has ended, the contract shall continue under the same operations and circumstances as existed prior to the "force majeure" event.
- 5.9 Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or Agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of the other party to this Agreement.
- 5.10 It is agreed and understood that any work requested by the parties to this Agreement shall be performed under the terms of the Agreement and that all parties are considered independent contractors. Each party is interested only in the results obtained hereunder and has the general right of inspection and supervision in order to secure the satisfactory completion of the work. Neither party shall have control over the other party with respect to its hours, times, employment, or the like. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party. Furthermore, the parties to this Agreement warrant that all obligations imposed on them by this Agreement shall be performed with due diligence in a safe, competent, workmanlike manner and in compliance with any and all applicable

statutes, rules and regulations. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either expressly or impliedly, a joint venture or partnership.

- 5.11 Any and all notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

TO: The ERATH COUNTY Volunteer Fire Department

TO: Erath County
Erath County Courthouse
100 W. Washington
Stephenville, Texas 76401

Either party hereby reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

- 5.12 This Agreement and the exhibits attached hereto and incorporated herein, if any, contain the entire Agreement of the parties and there are no representations, inducements, promises, Agreements, arrangements or undertakings, oral or written, between the parties to this Agreement other than those set forth herein and duly executed in writing. No Agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties. Upon execution of this Agreement by all parties, all previous Agreements, contracts, oral understandings, representations, arrangements, or undertakings of any kind relative to the matters contained in this Agreement are hereby superseded and canceled and all claims and demands not contained in this Agreement are deemed fully completed and satisfied.
- 5.13 This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns. The parties to this Agreement expressly agree that in the event a party seeks to or does transfer part or all of its assets to a separate entity, not a party to this Agreement, the party shall be liable under this Agreement as if the transfer had not occurred.
- 5.14 No representations, promises, guarantees or warranties were made to induce either party to execute this Agreement other than those stated in the Agreement.

- 5.15 If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled and terminated.
- 5.16 This Agreement shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Erath County, Texas. The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be in Erath County, Texas.

This Agreement is signed, accepted and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto.

ERATH COUNTY

By:

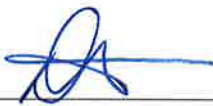
Brandon Huckabee, County Judge

This instrument was acknowledged before me on _____, 2023 by Erath County Judge, Brandon Huckabee.

Notary Public, State of Texas

ERATH COUNTY VOLUNTEER FIRE DEPARTMENT

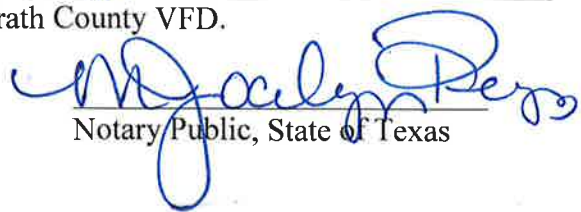
By:



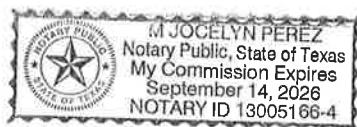
President of the Board of Director of Erath County VFD.

This instrument was acknowledged before me on October 3, 2023 by D

President of the Board of Director of Erath County VFD.



Notary Public, State of Texas



Granbury, Texas



Memorandum of Understanding Law Enforcement/Fire Department With the City of Granbury

This agreement is made and entered into and executed by the City of Granbury ("CITY") and
ERATH COUNTY _____ ("USER").

WITNESSETH

WHEREAS, the CITY had a P25 Digital 700/800-Megahertz Trunked Radio System, hereby referred to and known as the Granbury Regional Radio Network ("GRANBURY RRN"). The CITY is duly licensed by the Federal Communications Commission ("FCC") for the operation of the same;

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

WHEREAS, the CITY desire to accommodate additional radio units on their GRANBURY RRN and to effectuate the usage of the system for public safety interoperability and emergency purposes of both the CITY 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 seeing 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 CITY 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 dispatch terminal is a specialized dispatch computer workstation normally operated by a dispatcher. Dispatch terminals provide voice and data communications and may have advanced capabilities depending on configuration.
- f. Radio Unit: Mobile, stationary, or portable radio communications devices communicating among themselves at certain airwave 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.
- h. BeOn: Electronic application for use on smart devices. BeOn license will be treated as a radio unit administratively. GRANBURY RRN system recognizes a BeOn device just like a radio unit. BeOn will use the same connection that the given smart device's connection over cellular, Wi-Fi and other methods. BeOn may also reside in a radio device, which is licensed separately at the time of radio purchase and is not considered a standalone BeOn device for purposes of this MOU.
- i. Pager: One way communication device to receive emergency calls, tones, or messages.

II. CITY Obligations

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

- a. Allow USER access to GRANBURY RRN for the sole purpose of public safety emergency communications and interoperability among radio units.
- b. Provide the USERS with programming services to program a systems code identification number to provide access to the GRANBURY RRN users that have L3/Harris Radios, after USER coordinates with City of Granbury Police Department, thereby providing scheduling availability.
- c. 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 CITY that are not 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 CITY shall notify the USER of any such change within 30 days of such date that the CITY becomes aware of the change.
- d. Upon being notified that one or more of the USER's radio units has been lost or stolen, the CITY will take all reasonable actions to prevent any of the USER's lost or stolen radio units from gaining access to the GRANBURY RRN, including attempting to disable the lost or stolen radio unit.
- e. Provide the same level of priority access to the GRANBURY RRN for USER as that afforded the owner of the GRANBURY RRN.

III. USER Obligations

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

- a. Assume all cost and responsibility for providing radio units that will have access to the GRANBURY RRN to include the following required feature sets:
 - i. Selective inhibit.
 - ii. Valid site registration IDs.
 - iii. System access using Push-To-Talk identification.
 - iv. Required programming of the State Mutual Aid and Regional Mutual Aid talk groups within all the 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 IDs).
 - vii. Radios must be P25 CAP Phase II Certified radios (Compliance Assessment Program) compliant to be allowed on the GRANBURY RRN.
- b. Upon execution of this agreement USER will provide the CITY with a complete listing of all radio units covered by the agreement. Radio unit information provided shall include the radio unit Fixed Asset or ID number, model number and serial number.
- c. Users will be responsible for coordinating with the CITY for programming services to program a systems code identification number to gain access to the GRANBURY RRN, thereby providing interagency interoperability for emergency public safety communications.
- d. Provide the CITY 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 GRANBURY RRN.
- e. Notify the CITY 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.
- f. Use the System Code Identification Number described in this agreement to access the GRANBURY RRN to engage in radio communications for the sole purpose of public safety emergency communications and interoperability among radio units.
- g. 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 the CITY 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 to this agreement, the CITY shall notify the USER of any such change within 60 days of such date that the CITY 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 CITY and USER, within the City of Granbury, no fee will be assessed for programming the "State Mutual Aid" and "Regional Mutual Aid" talk groups in USER's radio units. All mobile and portable radios added to the GRANBURY RRN by a USER will be assessed a fee of \$13.00 per month per unit.
- b. All control station radios (i.e. fixed-location desktop radios) will be assessed a fee of \$20 per month per unit.

- c. Users of a BeOn license will be assessed a one-time licensing fee of \$160.00 per license for non-radio devices that are to be used in continuous operation. There will be a monthly fee of \$10.00 per month per license thereafter. For special events or circumstances, the fee for any additional TEMPORARY BeOn use will be \$10 per month for the period of use.
- d. Dispatch Terminals USERS which are using the GRANBURY RRN as their dispatch network will be assessed a fee of \$450.00 per month per terminal. The dispatch terminal fee shall be assessed to the jurisdiction providing the terminal device regardless of the physical location of the terminal. Terminal fees may also be waived or adjusted, at the discretion of the City, provided there is evidence of a terminal usage agreement that may be utilized pursuant to a separate agreement that is acceptable to the City and made part of this User agreement.
- e. Users connecting to the GRANBURY RRN will be assessed a Core Access Fee of \$2500.00 per month.
- f. The fees listed herein are intended fund ongoing maintenance, software, upgrades, and security of the GRANBURY RRN. If additional agencies join the GRANBURY RRN, fees will be recalculated yearly to account for the sharing of cost by larger number of member agencies.

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 the CITY 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 the City of Granbury, the owner of the GRANBURY RRN 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. Immediately upon the USER failing to make payment to the CITY for agreed upon fees.

VI. Default

- a. If USER is found by CITY to be in default of the terms of this agreement, including nonpayment of fees, the CITY would have the right to immediately terminate service and/or access to the GRANBURY RRN.
- b. If CITY fails to perform as provided under the terms of this agreement, the USER's sole remedy shall be to terminate this agreement.

VII. Disclaimer

It is expressly understood and agree 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 CITY, 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

IX. Assignment

The USER agrees to not assign this agreement unless it receives the prior written consent from the City of Granbury.

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 the City of Granbury, 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 to the provisions of paragraphs II(c) and III(e), above.

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

FOR THE CITY OF GRANBURY:

BY: _____
Chris Coffman, City Manager

DATE: _____

FOR THE USER:

BY: _____

DATE: _____



2A-11 OVERTIME CALCULATIONS AND RULE

An employee shall be required to have authorization from their supervisor before working overtime except in emergency situations.

Overtime shall include all time actually worked for the county in excess of 40 hours in any workweek, with the exception of law enforcement (See policy on "Law Enforcement Pay and Overtime.").

Full-time EMS employees who have overtime as part of their regular work schedule, will be compensated at the appropriate rate to maintain their pay for that pay period, as part of their budgeted salary.

Brandon J. Huckabee
County Judge

Dee Stephens
Commissioner Precinct 1

Albert Ray
Commissioner Precinct 2

Joe Brown
Commissioner Precinct 3

Jim Buck
Commissioner Precinct 4

