

Memorandum of Understanding Between
College Station Independent School District
And the City of College Station

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is entered into by and between College Station Independent School District ("CSISD") and the City of College Station, a Texas Home-Rule Municipal Corporation (the "City") (hereinafter jointly referred to as "the Parties") to facilitate each party's communications capabilities during emergencies by permitting CSISD's access to the City's 800 megahertz band radio communications system and the City's paging system.

WHEREAS, the City's successful response to an emergency on a CSISD school campus requires effective coordination of communications between CSISD personnel and the City's emergency response personnel; and

WHEREAS, CSISD's primary communication system currently consists of a telephone system, cellular telephones, and a limited range two-way radio; and

WHEREAS, the City maintains its own 800 megahertz band radio communications system (hereinafter referred to as the "800 MHz System") that permits interdepartmental radio communications; and

WHEREAS, the City maintains its own Paging System that enables communication with and among City personnel; and

WHEREAS, permitting CSISD access to the City's 800 MHz System will enhance the City's and CSISD's ability to rapidly, clearly and concisely exchange information in the event of an emergency; and

WHEREAS, CSISD's access to the City's 800 MHz System will allow CSISD personnel to quickly and effectively communicate inter-campus in the event of an emergency, thus enhancing the City's emergency response actions; and

WHEREAS, permitting CSISD access to the City's Paging System will enhance the City's and CSISD's ability to contact each entity's key personnel in the event of an emergency;

NOW, THEREFORE, the City and CSISD agree as follows:

A. Definitions:

1. Emergency: An "emergency" for the purpose of this Agreement is any unforeseen event or condition requiring immediate action, which has the potential to jeopardize the health, safety and/or welfare of CSISD students, personnel or property. The failure of CSISD's primary communication system will also be considered an emergency.

2. 800 MHz System: The trunked two-way radio system utilizing one control channel and multiple talk channels operated over an 800 megahertz frequency that is currently owned, operated and licensed by the City.
3. Paging System: The Zetron paging terminal and two transmitters operated in the 900 megahertz frequency range that provides one way paging capability that is currently owned, operated and licensed by the City.
4. Talk Groups: A programmed group of radio system users that can communicate with each other over the trunked 800 MHz System without other non-programmed radio users being able to hear or talk to the grouped users. A talk group is similar to a private channel. Talk groups are assigned to City 800 MHz System users.

B. Purpose: The purpose of this Agreement is to provide CSISD access to both the City's 800 MHz System and Paging System to allow effective and timely communications between and among the Parties in the event of an emergency. CSISD and the City agree that they will mutually benefit by CSISD's access to the 800 MHz System and the Paging System. The services contemplated herein shall be considered to be in the best interest of both parties and the benefit to each shall be considered suitable consideration. No funds will be transferred between the Parties. CSISD's use will be part of the City's license to operate the 800 MHz System. Specifically, CSISD's access to the City's 800 MHz System and Paging System will:

1. Provide a means by which the Parties can communicate in the event that CSISD's primary communication system fails.
2. Enhance the City's ability to contact CSISD personnel in the event of an emergency.
3. Improve communication and contact capabilities across CSISD's geographically dispersed campuses in the event of an emergency, both between CSISD personnel and between CSISD and City emergency response personnel.
4. Help insure the timeliness and reliability of a prompt and effective response by City emergency response personnel and CSISD in the event of an emergency.
5. Insure that CSISD personnel can receive pages from both CSISD and City personnel despite their location in the event of an emergency.

C. General Principals of Understanding: The Parties expressly understand and agree to the following:

1. The City will permit CSISD to access the City's 800 MHz System in order to implement this critical communications link between the Parties in the event of an emergency.

2. The City will permit CSISD to utilize the City's Paging System in the event of an emergency.
3. CSISD will procure, at its own expense, the appropriate portable radio units, pagers, batteries, chargers, and other operational items, sufficient to minimally supply one radio unit and one pager to each campus in the CSISD and one to CSISD district personnel. The total number of radio units operated by CSISD will not exceed twenty (20) units.
4. The City will provide specifications to CSISD with model numbers and other required information so as to insure system compatibility of the radio units and pagers purchased by CSISD.
5. CSISD will provide the City with radio identification numbers for each new portable radio unit and the City will supply system unit identification numbers for each radio to CSISD. The City requires that the City program all CSISD radio units, and agrees to program said radio units for CSISD at no cost.
6. Should radio units purchased by CSISD be of the type with "panic button" capability, the City will not respond to usage of this feature.
7. Each Party to this Agreement will maintain its respective equipment under its own inventory and will be responsible for the maintenance, necessary upgrades, and all other associated expenses.
8. The City will provide two (2) unique CSISD radio "talk groups" for CSISD use. The City may, at the City's sole discretion, place these two (2) unique CSISD "talk groups" on radios of the City's personnel. Selection of City radio units to be so equipped will be based on individual personnel's potential for response and timely communications with CSISD personnel during an emergency.
9. The City may, upon CSISD's request, establish an individual pager group for CSISD. The City will include CSISD pagers in existing City pager groups as determined necessary by the City.
10. City personnel will assist CSISD personnel with training in the use of both the 800 MHz System and the Pager System and will assist CSISD with establishing the appropriate operating procedure for each System's use.
11. The City may, at the City's sole discretion, assign a priority traffic precedence to the radio "talk groups" such that City personnel may have precedence in high traffic situations. The City may also place, at the City's sole discretion, selected City "talk groups" on the CSISD radio units.

12. CSISD will immediately notify the City if any CSISD radio unit is lost, misplaced, seized, compromised or stolen. The City will deactivate the radio unit at no cost to CSISD.
13. The City will deactivate a CSISD radio unit or a CSISD talk group in the event that the City suspects, in the City's sole determination, misuse or misappropriation of the CSISD radio unit or talk group. The City will reactivate the deactivated radio unit or talk group upon resolution of the problem to the City's satisfaction.
14. This Agreement may be terminated at will upon 180 days advance written notice by either Party.
15. Any future need for any cost basis adjustment, including contribution to the Replacement Fund, shall be separately identified and negotiated in good faith by the Parties hereto.
16. This Agreement shall be effective for three (3) years from the date the Parties execute the Agreement. Upon the mutual written consent of both Parties this Agreement may be renewed thereafter for one (1) additional three (3) year term.
17. Notices: All written notifications required under this Memorandum of Understanding shall be effective upon delivery certified mail to:

The City of College Station:
Emergency Management Coordinator
City of College Station
P.O. Box 9960
College Station, Texas 77842

The College Station Independent School District:
The Superintendent
College Station Independent School District
1812 Welsh
College Station, Texas 77840

18. Funding: Nothing in this Agreement shall be construed or interpreted to obligate any City funds to support CSISD's use of the 800MHz System or Paging Systems.
19. Modification: This Agreement may be modified, in whole or in part, by the mutual written agreement of the Parties at any time during the term of the Agreement.
20. Public Information Coordination: Public disclosure of information related to, and activities conducted under, this Agreement will be subject to the Freedom of Information Act (5 U.S.C. § 552) and the Texas Public Information Act (TEX. GOV'T CODE §' 552.001 et. seq.). Prior to disclosure of any requested

information, the Parties shall consult with each other regarding any such proposed disclosure.

21. **INDEMNIFICATION:** Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.
22. **CONSENT TO SUIT:** Neither the City nor the CSISD consent to suit, nor waive sovereign immunity by entering into this Agreement.
23. Governing Law: This Agreement is governed by the laws of the State of Texas, and venue is expressly agreed upon in Brazos County, Texas.
24. Assignment: This Agreement may not be assigned by either party without the written consent of the other party.
25. **Representations:** The Parties understand and agree that the City, by permitting CSISD to access the 800 MHz System and the Paging System, makes no representations or warranties concerning the nature and condition of either System. CSISD agrees to use the 800 MHz System and Paging System "AS IS, WHERE IS, AND WITH ALL FAULTS".
26. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements, either written or oral. Only a subsequent, written agreement can modify this Agreement.
27. Severability: If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

This Memorandum of Understanding was entered into on this _____ day of _____, 2003.

COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT

CITY OF COLLEGE STATION

By: _____

Marc Chaloupka, President
CSISD Board of Trustees

ATTEST:

By: _____

Ron Silvia, Mayor

ATTEST:

Mary Broussard, CSISD Board
of Trustees -- Secretary

Connie Hooks, City Secretary

APPROVED:

Thomas E. Brymer, City Manager

Charles Cryan, Director of Fiscal Services

City Attorney