

Jessica Kidd

From: Finnerty, Timothy <tfinnerty@poteetisd.org>
Sent: Wednesday, May 8, 2024 8:06 AM
To: County Judge
Subject: Meeting

Good morning sir,

My name is Timothy Finnerty, I am the Safety, Security, and Emergency Management Coordinator for Poteet ISD. I have created a letter of agreement for the use of the antenna located on top of the water tower in Poteet in which our Chief of Police, Chief Mendez has been in communication about. I would like to come by and visit with you on the Letter of Agreement.

If you are available today, that would be great if you could just provide me a time in which you are available to meet. This meeting should not take long.

Thank you for your time, and assistance in this matter.

210-845-5557

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Respectfully,

Timothy Finnerty
District School Safety, Security, and Emergency Management Coordinator
D.A.E.P/ISS
Poteet ISD

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LETTER OF AGREEMENT

Agency: County of Atascosa

Purpose:

This Letter of agreement is pertinent to ensure the adequacy of emergency response and daily operations for schools: specification, implementation, interpretation, management, function and validations. Such situations afford all responsible agencies to have a plan of action in the event of crisis or disaster. In accordance with the State of Texas, Texas Education Code 37.108, and efforts to plan accordingly, Poteet ISD seeks use of the Communications Antenna and pre existing infrastructure present at the time of agreement pertaining to the antenna (for use of two-way radio communications) located on top of the water tower at (1130 Ave L, Poteet, Texas 78065).

Poteet ISD will:

Provide all required licenses needed to operate repeater, and Poteet ISD frequencies.

Provide all other equipment necessary for the operation of said antenna.

Provide maintenance and repairs to the entirety of the system (Antenna as listed above), during the duration of the time in which agreement is in place.

Agency Will:

Allow access to the above mentioned antenna, and pre existing infrastructure present at the time of agreement

Allow Poteet ISD to install necessary equipment to the antenna, and pre existing infrastructure to obtain functionality.

Duration:

This LOA shall automatically renew annually on the anniversary of the effective date each year, unless notice is provided by either party that the LOA will not be renewed. Either party may terminate this LOA for any reason with 30 days' notice to the other party.

Miscellaneous

1. The Parties agree that this LOA is subject to amendment or modification as needed to provide for the maximum operational efficiency of both Parties. The Parties further agree that any amendment or modification of the terms of this LOA must be mutual, and that no such amendment or modification shall be binding unless it is in writing, dated subsequent to the date of the full execution of this LOA, and duly executed by the Parties to this LOA.
2. Nothing in this LOA shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either Party, except with respect to the subject matter of this LOA as specifically set forth herein. This LOA does not and shall not be interpreted to limit or extend any governmental authority or discretion except as specifically set forth herein.
3. Nothing contained in this LOA shall be deemed or construed by the Parties to it, or by any third party, as creating the relationship of principal and agent, joint ventures, partners or any other similar such relationship.
4. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party nor to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.
5. This LOA inures to the benefit of and obligates only the Parties executing it. No term or provision of this LOA shall benefit or obligate any person or entity not a party to it. The Parties to this LOA shall cooperate

fully in opposing any attempt by any person or entity not a party to this LOA to claim any benefit, protection, release or other consideration under this LOA.

6. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner, the maximum extent practicable, that it will be validated and enforceable.
7. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**POTEET INDEPENDENT SCHOOL
DISTRICT**

By: _____



Name: Charles Camarillo

Title: Superintendent

COUNTY OF ATASCOSA

By: _____

Name: Judge W. Cude

Title: County Judge