

MEMORANDUM OF UNDERSTANDING

Between the
CITY OF LEANDER
And
WILLIAMSON
COUNTY

This Memorandum Of Understanding (herein after referred to as “MOU”) is made and entered into by and between the **City of Leander** (hereinafter “City”), acting herein by and through its governing body, and **Williamson County** (hereinafter “County”), a political subdivision of the State of Texas, also acting herein by and through its governing body, both government entities located in Texas. Williamson County also is a representative for the Williamson County Radio Communications System (hereinafter “WC RCS”) and is authorized to act on this divisions behalf with regards to decisions involving the County Radio Communications System.

WHEREAS:

1. The City has need to use a radio solution, supporting the call alert feature enhancements controlled by a dispatch console in correlation with a radio subscribing unit, in order to support emergency response in a gated community;
2. The County is authorized by the WC RCS to govern the radio system and it’s uses thereof;
3. Both the City and County agree that the precedent use of a radio solution for opening this specific gate for a private community, is the only agreeable solution amongst all parties involved at this time for this isolated situation.
4. Both the City and County also agree that this solution shall be labeled a temporary solution until a more suitable technology is made available in order to support this gate function in the future.
5. Both the City and the County recognize the benefit of timely response to those requesting emergency response services and desires to facilitate this response when possible without impacts to the radio system.
6. The City does understand and has been made aware of the potential risks of loss of service with the radio device in the event the WC RCS is not functioning to its potential capacity. Including but not limited to complete loss of communications with the radio solution, hence restricting its ability to function properly and initiate the gate contact closure for opening.

1. CONDITIONS

NOW, THEREFORE, in consideration of the mutual benefits to each party hereto, the parties agree as follows:

- 1.1 City of Leander shall purchase, install, and maintain, the hardware for this project.
- 1.2 City of Leander shall provide a yearly status as to the solution alternatives made available as technology allots for a change from the current designed radio solution platform. Delivered on the execution, yearly anniversary of this MOU.
- 1.3 Williamson County will program the radio and allow it access on the radio system.

2. TERMINATION

- 2.1 Terms of this MOU are governed by the laws of the state of Texas. This is the entire MOU and there is no other MOU.
- 2.2 This MOU may be terminated by either party upon thirty (30) days’ notice for cause.
- 2.3 This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.

3. NOTICES

3.1 Any notices to be given under this MOU shall be considered delivered (i) upon personal service upon the person designated in this MOU for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Catherine Roberts (or successor)
Title: Director of Wireless Communications/ RCS Program Manager
Address: Williamson County
3171 S.E. Inner Loop
Georgetown, TX 78626
Phone: (512) 943-3575
Email: caroberts@wilco.org

If to City of Leander:

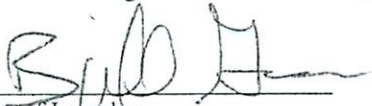
Name: Bill Gardner (or successor)
Title: City of Leander Fire Chief
Address: City of Leander
P.O. Box 319 Leander, TX 78646
Phone: (512) 528-1664
Email: bgardner@leandertx.gov

3.2 The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

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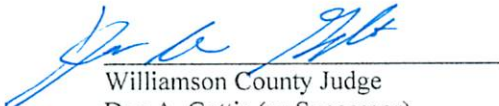
- City of Leander and Williamson County

THE UNDERSIGNED accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this MOU:



City of Leander
Bill Gardner, Chief (or Successor)
101 East Sonny Drive
Leander, TX 78641

8-29-18
Date



Williamson County Judge
Dan A. Gattis (or Successor)
710 Main Street, Suite 101

09-18-2018
Date