

## **WORK ORDER SUBJECT TO THE TERMS AND CONDITIONS OF MASTER INTERLOCAL RADIO SERVICES AGREEMENT**

This Work Order Subject to the Terms and Conditions of the Master Interlocal Radio System Service Agreement (the "Work Order") is entered into between the City of Garland, Texas ("Garland") and the City of Mesquite, Texas, ("Mesquite") (individually, Garland and Mesquite are also referred to as a "Party," collectively, referred to herein as the "Cities" or "Parties").

**WHEREAS**, Garland and Mesquite entered into a Master Interlocal Radio Service Agreement ("Master Agreement") on or about November 5, 2018; and

**WHEREAS**, the Cities desire to identify the scope of the work and cost thereof for the 2021-2022 fiscal year;

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations set forth in this Work Order, the Cities agree as follows:

**2021.001      Incorporation by reference.** This Work Order is subject to the terms and conditions of the Master Agreement, the terms of which are incorporated herein by reference.

**2021.002      Duration.** This Work Order shall be in effect from midnight, October 1, 2021, through 11:59 p.m., September 30, 2022.

**2021.003      Services provided.** During the pendency of this Work Order, Garland agrees to provide the services described in Articles 2 and 3 of the Master Agreement.

**2021.004      Fees.** Mesquite shall pay Garland for these services as follows:

- (a)      **Subscriber fees.** Mesquite shall pay Garland Five and No/100 Dollars (\$5.00) per month for each mobile, portable, and control station subscriber. Additional Subscribers may be added at any time by paying this fee in full.

Subscriber Technical Support	\$66,840.00
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- (b)      **Covered Services.** Mesquite agrees to pay Garland the lump sum of Fifty-Five thousand, Nine hundred Forty-Seven Dollars and Zero Cents (\$55,947.00) for the remaining Covered Services, said payment to be made on or before October 15, 2021. The Parties agree that, pursuant to the Master Agreement, the term "Covered Services" applies only to the labor necessary to troubleshoot and repair the Covered Equipment, and specifically excludes equipment, parts, and Consumables necessary for repairs and maintenance. These items, as well as any shipping and handling fees Garland incurs in sending any Covered Equipment or Subscriber Radios to the manufacturer for repairs (and any manufacturer fees, including shipping and handling fees, for any out-of-warranty repair work) shall be invoiced to Mesquite on a periodic basis.

On-Site Infrastructure Technical Support	\$26,769.00
On-Site FSA Technical Support	\$5,450.00
On-Site Microwave Technical Support	\$17,239.00
On-Site Infrastructure Preventive Maint.	<u>\$6,489.00</u>
Total	\$55,947.00

(c) **Special Project rate.** Pursuant to Section 4.03(c) of the Master Agreement, for any Special Project approved by Mesquite during the pendency of this Work Order, Garland shall charge Mesquite the rate of Eighty-five Dollars (\$85) per hour, with one hour minimum, for work performed on that Special Project, plus any applicable expenses for shipping and handling fees, equipment, parts, and Consumables necessary for repairs and maintenance. Garland shall invoice Mesquite for these fees and expenses on a periodic basis.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Bryan Bradford  
City Manager

Approved as to form:

\_\_\_\_\_  
Stephen M. Hines  
Sr. Assistant City Attorney

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MESQUITE, TEXAS**

\_\_\_\_\_  
Cliff Keheley  
City Manager

Approved as to form:

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Assistant City Attorney