

1 COMMUNICATIONS SYSTEM AGREEMENT

2 TABLE OF CONTENTS

3 RECITALS PAGE

4

5

6 Section 1. Restatement and Recitals..... 1

7 Purposes..... 2

8

9 Section 2. Designation of System Operator..... 2

10

11 Section 3. Governance..... 3

12 A. Board of Directors..... 3

13 1. Officers of Board of Directors..... 4

14 (a) Designation of Officers..... 4

15 (b) Duty of Officers..... 5

16 (1) Chair and Vice-Chair..... 5

17 (2) Secretary..... 5

18 B. Auditor of System..... 5

19 C. Attorney for the System..... 6

20 D. System Director..... 6

21 E. Regulatory Board of Operations..... 7

22 1. RBO Board..... 8

23 (a) Board Members..... 8

24 (b) RBO Board Officers..... 8

25 (c) Duties of Chair and Vice-Chair..... 9

26 (d) Secretary..... 9

27 F. Meetings of System Board of Directors, RBO, and RBO Board..... 9

28 1. Meetings of the System Board of Directors..... 9

29 2. Meetings of the RBO Membership and RBO Board..... 10

30 3. Meeting Rules..... 10

31 4. Minutes..... 10

32 5. Quorum..... 10

33 6. Representation of the Regulatory Board of Operations..... 11

34 7. Voting..... 11

35

36

37

38 Section 4. Powers and Duties..... 11

39 A. Authority of the County..... 11

40 B. Communications Services to Other Agencies..... 12

41 C. Authority of the Board of Directors..... 12

42 D. Advisory Authority of the RBO..... 13

43 E. User Committees..... 13

44

45 Section 5. Facility..... 13

46

47 Section 6. Fiscal Year and Annual Budget..... 14

48 A. Fiscal Year..... 14

49 B. Annual Budget..... 14

Formatted: Different first page header

Deleted: ¶

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right + Not at 0" + 0.62" + 1.07" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right, Leader: ... + Not at 0" + 0.62" + 1.07" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: Comptroller

Deleted:

Formatted: Don't hyphenate, Tab stops: 0.5", Left + 1", Left + 6.44", Right, Leader: ... + Not at 0" + 0.62" + 1.07" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1 C. Budget Elements 15

2 1. Payment of Assessments 15

3 D. Budget Authority of Director 16

4

5 Section 7. Personnel 17

6 A. Director 17

7 B. Supervisory and Operations Positions 17

8 D. Salaries and Benefits 17

9

10 Section 8. Capital Assets and Acquisitions 17

11

12 Section 9. Term of Agreement 18

13

14 Section 10. Termination or Withdrawal 18

15 A. Termination 18

16 B. Withdrawal 19

17 C. Legal Redress 19

18 D. Use of System and System Assets 19

19 E. Review of Agreement 19

20

21 Section 11. Dissolution 20

22

23 Section 12. Disposition of Assets 20

24 A. Process of Winding Up 20

25 B. Asset Distribution 20

26

27 Section 13. Amendment to Agreement 20

28

29 Section 14. Additional Parties to Agreement 20

30 A. Buy In 20

31 B. Effective Date 20

32

33 Section 15. Street Use License 21

34

35 Section 16. Severability; Compliance with Applicable Law 21

36

37 Section 17. Force Majeure 22

38

39 Exhibit A (List of System Assets) A-1

40 Exhibit B (Assessment Percentages) B-1

41

Deleted: C. Dispatcher Positions¶

Deleted: Tax Exempt Bonds¶
 ¶
 Section 18.

Formatted: Don't hyphenate

1 **AGREEMENT**

2
3 THE STATE OF TEXAS

4
5 COUNTY OF BELL

6
7 **AMENDMENT**

8
9 The following is an amendment and restatement of this Agreement, taking into
10 account amendments approved by the Cities of Belton, Harker Heights, Killeen and
11 Temple, Texas (the "Cities") and Bell County, Texas (the "County"). The amendment
12 took effect on _____, 2021, the date of final approval by the County and the
13 Cities in accordance with Section 13 hereof. The original Agreement was dated
14 October 1, 2002.

15
16 In order to establish, operate and maintain a consolidated communications system
17 for the cities of Belton, Harker Heights, Killeen, and Temple, Texas (the "Cities"), and
18 throughout Bell County, Texas (the "County"), including the communities and agencies
19 served by the Bell County Sheriff's Office (including but not limited to those entities which
20 are part of the RBO as defined in Section 3E), the parties agree to the following:

21
22 This agreement, entered into this _____ day of _____ in
23 the year 2020 by and among the Cities, and the County is entered into pursuant to the
24 provisions of Texas Government Code Ann. § 791.001 *et seq* (Vernon Supp. 1992) (the
25 "Act") relating to joint exercise of powers, for the purpose of operating and maintaining a
26 consolidated communications system. The Cities and the County shall sometimes be
27 referred to herein as the "Parties".

28
29 WITNESSETH:

30
31 WHEREAS, the County has purchased and provided a trunked 800 Megahertz
32 Public Radio System for the express purpose of the support of public health and safety;
33 and

34
35 WHEREAS, the County has purchased and provided a computer system to provide
36 Computer Aided Dispatch, police, fire and record management systems; and

37
38 WHEREAS, the County has purchased and provided a central facility to
39 accommodate the consolidation of public health and safety communications for the
40 County; and

41
42 WHEREAS, the Parties are each empowered by law to staff, maintain, and operate
43 public buildings and related facilities for the purposes of public health and safety
44 communications, all of which are proper "governmental functions and services" as defined
45 in the Act; and

46
47 WHEREAS, the Parties desire to operate and maintain a consolidated county-wide
48 public health and safety communications facility (hereinafter referred to as the "System"),
49 and to provide an orderly method for the accomplishment thereof; and

Deleted: ¶

Deleted: 0

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: 3F

Deleted: 2002

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1
2 WHEREAS, the Parties desire to accomplish the aforesaid purposes by jointly
3 exercising their common powers in the manner set forth in this agreement.

Formatted: Don't hyphenate
Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

4
5 NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits,
6 promises and agreements set forth herein, agree as follows:

7
8 **Section 1. Purposes**

9
10 The purpose of this agreement is to provide for the establishment, operation and
11 maintenance of a consolidated County-wide communications system (hereinafter, the
12 "System") by constructing, equipping, staffing, maintaining, and operating a facility or
13 facilities which provide call receiving and dispatching services to the Parties and members
14 of the RBO, by providing computers, radio systems and other equipment , and by further
15 providing the System to the Parties. A description of the initial System is attached hereto
16 as Exhibit "A".

17
18 The System will be provided to (i) the Cities, (ii) the County, and (iii) to other
19 governmental entities, volunteer fire departments, EMS providers or other persons
20 providing public health and/or safety services with the County to serve as the contract
21 party for all such persons. Other services may be provided to other entities so long as
22 there is no degradation of public health and/or safety services. Contracts may further be
23 entered as provided in Section 4B regarding the extension of services beyond those
24 rendered to the contracting Parties, as part of the authorized purposes hereunder.

Deleted: both
Deleted: ii

25
26 This agreement also establishes and provides a forum for discussion, study,
27 development and implementation of programs and services of mutual public health and
28 safety communications interest.

29
30 This agreement is made pursuant to and under the provisions of the Act relative to
31 the joint exercise of powers common to the County and the Cities.

32
33 **Section 2. Designation of System Operator**

34
35 Pursuant to and under the provisions of the Act, the Parties hereby appoint the
36 County to serve as system operator. In that regard, the County shall have overall
37 responsibility for System quality. The Parties acknowledge that System quality is subject
38 to cost efficiency and budget constraints, and that various sections of this agreement
39 impose requirements related to budget approval.

40
41 As System operator, the County shall provide staff (as employees of the County)
42 who shall be responsible for:

- 43 A. Training;
- 44 B. System Dispatch and Operations;
- 45 C. System Maintenance;
- 46 D. Undertaking such other duties as may be required by the System Board of
47 Directors (as defined below).
- 48
- 49

Deleted:
Deleted:
Deleted:
Deleted:

1 It is understood that the staff responsible for such functions, unless expressly
2 otherwise authorized herein, shall be employees of the County. Salaries and benefits
3 for all such persons shall be subject to the budget approval process set forth in Section 6
4 hereof.

5 6 **Section 3. Governance**

7 8 **A. Board of Directors**

9
10 The County and the Cities hereby establish a Board of Directors (the "Board"), for
11 the System, and delegate to the Board the responsibility to make policy for the System.
12 In carrying out its responsibility, the Board shall be subject to the following standards:

13
14 1. The System shall be intended to provide comprehensive health and
15 safety communications coverage to all citizens of the County.

16
17 2. All System components shall be compatible with each other.

18
19 (NOTE: See last sentence of Section 8 which reads, "All system
20 components must be approved by the System Director to confirm
21 compatibility with the System prior to the purchase of the same.)

22
23 3. The choice of System components and the operation and maintenance
24 of the System shall be based upon cost efficiency (including
25 budget constraints) and effectiveness, and upon a desire to establish
26 appropriate response to the health and safety needs of the citizens
27 of the County.

28
29 4. The Parties acknowledge that System quality is subject to cost
30 efficiency and budget constraints, and that various sections of this
31 agreement impose requirements related to budget approval. These
32 limitations shall not diminish the County's overall responsibility for the
33 System.

34
35 The System shall be governed by the Board as to those decisions reserved to the
36 Board in Section 4C or otherwise as expressly reserved to the Board herein. Except for
37 his or her such specific decisions, all other aspects of System governance are reserved
38 to the County. Each of the four Cities and the County (representing the County as a
39 whole) shall have one seat on the Board. Each City's seat shall be filled by the City
40 Manager of such City or his or her alternate. The County's seat shall be filled by the
41 County Judge or his or her alternate. A Board member shall cease to be a Director if
42 he/she ceases to hold office of the appointing Party, or if the appointing Party ceases to
43 be a "Party" to this agreement. Each Director shall notify the Secretary of the Board of
44 their respective alternates. The Secretary shall notify each Party of the designation of
45 the other Parties' representatives and maintain an updated list of all Directors, alternates,
46 and the entities they represent. Each of the City Managers and County Judge shall
47 name his or her own alternate.
48

Formatted: Don't hyphenate

Deleted:

Formatted: Indent: Hanging: 0.5", Don't hyphenate,
Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" +
2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"
+ 7" + 7.5" + 8"

Deleted:

Deleted:

Deleted:

Formatted: Don't hyphenate

Formatted: Widow/Orphan control, Don't hyphenate,
Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" +
2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"
+ 7" + 7.5" + 8"

1 An alternate shall have the authority to vote in the name and stead of the person
2 appointing the same. Alternates shall only be appointed in writing, and shall only have
3 authority for the particular meetings for which appointment was made. Attendance by
4 any regular Board Member (i.e., County Judge or City Manager) at a meeting shall,
5 without the necessity of further action, revoke the authority given to any alternate of such
6 regular Board Member with regard to such meeting. The appointing Board Member(s)
7 shall have the right to change or revoke appointment of his or her designated alternate at
8 any time.

9
10 The Act of at least three Board members shall be deemed the act of the Board,
11 except as provided in Sections 4.C.1, 6.C.1. and 10. Each Board member shall have
12 one vote, per capita (except as otherwise provided herein in Section 4.C.1, Section 6.C.1.
13 and Section 10). The parties intend by this Section to require three votes to approve any
14 matter, and not just a majority of a quorum (i.e., two out of three votes shall not constitute
15 an act of the Board). Different voting requirements are set out in those specific
16 circumstances referred to in Sections 4.C.1., 6.C.1., or 10.

17
18 1. Officers of the Board of Directors

19
20 (a) Designation of Officers

21
22 The officers of the Board shall be the Chair, the Vice-Chair, and the
23 Secretary.

24
25 The office of Chair shall be the County Judge. The System Director
26 (or, in the absence of the Director, a designated member of the
27 Director's staff) shall serve as Secretary of the Board. The office of
28 Vice-Chair shall be rotated on an annual basis, at the first meeting of
29 each fiscal year based on the following rotation, which shall continue
30 through the term of this agreement:

FISCAL YEAR	VICE-CHAIR
<u>19-20</u>	Killeen
<u>20-21</u>	Belton
<u>21-22</u>	Harker Heights
<u>23-24</u>	Temple

31
32
33
34
35
36
37
38
39 For all years after fiscal year 2023 – 2024, the same rotation shall be main-
40 tained.

41
42 (b) Duty of Officers

43
44 (1) Chair and Vice-Chair

45
46 The Chair, or in his/her absence the Vice-Chair, shall preside
47 at and conduct all Board meetings. In the absence or inability
48 of the Chair to act, the Vice-Chair shall act as the Chair.
49

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted:

Formatted: Don't hyphenate

Deleted: 02 - 03 Temple
03 - 04

Deleted: 04 - 05

Formatted: Indent: Left: 2", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: 05 - 06

Deleted:

Formatted: Indent: Left: 1", First line: 0", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: 2005 – 2006

Formatted: Don't hyphenate

Deleted:

Formatted: Indent: Left: 1.5", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted: Don't hyphenate

Deleted:

Formatted: Indent: Left: 2", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

(2) Secretary

Deleted:

The Secretary will give notice of regular meetings to the Board at least fifteen (15) calendar days in advance of the scheduled date. The Secretary will deliver the agenda and supporting documentation to each Board member at least three (3) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the System Board in the manner required by law, if any, and keep minutes of Board meetings.

In calculating "calendar days" the number of days shall include both the first day and last day of the period in question, and all days in between, regardless if weekends or legal holidays or otherwise (i.e., 20 calendar days from March 1 shall be March 20).

B. Auditor of the System

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

The County Auditor shall serve as Auditor for the System. Allocated costs for these services shall be a part of the System budget. The County Auditor shall attend the meetings of the Board of Directors and advise them in connection with any accounting, budgetary, monetary or other financial matters relating to the System. The County Auditor will assist the System Director in developing the annual budget and maintaining accurate fiscal projections and accounts for the System.

The Board may hire an independent auditor or financial consultant in the event of a conflict of interest between the County Auditor and Board on a particular matter, or otherwise as desired by the Board.

The County Auditor shall report to the Board, and be responsible to the Board, in the conduct of his or her duties as they relate to the System.

The County Auditor shall establish the budget format for the System, establish and maintain particular funds and accounts, and furnish monthly revenue, expenditures, and funds status to the Board and Commissioners Court. In carrying out such functions, the Auditor shall follow generally accepted accounting principles applicable to the County. The Auditor shall make System books and records available to the Board, and to the public to the extent required by law.

C. Attorney for the System

The County Attorney shall be the Attorney for the System. Allocated costs for these services shall be a part of the System budget. The Attorney shall advise the Board in connection with any legal matters relating to the System, and shall attend meetings of the Board as required to carry out his or her duties.

The Board may hire outside legal counsel in the event of a conflict of interest or otherwise as desired by the Board.

1
2 The System Attorney shall report to the Board, and be responsible to the Board, in
3 the conduct of his or her duties as they relate to the System.

4
5 D. System Director

6
7 The System Director shall be appointed by the County Judge, in the manner
8 required by Section 4.C.4. However, the County Judge shall seek the advice and
9 counsel of the Board before making an appointment. The Director shall attend all
10 meetings of the Board as an advisory member. The Director shall be an employee of
11 the County. The Director shall be responsible for all operational and personnel matters
12 relating to the System. In particular, the Director shall:

Deleted: 4.C.4.

13
14 1. enforce strict compliance with the approved annual System budget
15 and approve only expenditures authorized therein;

Deleted:

16
17 2. maintain an inventory of all property of the System and serve as
18 custodian of the property;

Deleted:

19
20 3. have overall responsibility for the operation and maintenance of the
21 System, subject to the specific authority retained herein by the
22 Board, and the general supervisory authority of the County;

Deleted:

23
24 4. serve as Secretary of the Board of Directors and of the RBO.

Deleted:

25
26 5. establish and maintain the Standard Operational Procedures for the
27 System.

Deleted:

28
29 6. provide reports to the Board, to include, but not limited to:

Deleted:

30 a. Notification to the Board of any emergency expenditures
31 needed for the System within 7 days, or as soon as practicable.

Deleted: shall

32 b. Monthly member event count reports

Deleted: .

33 c. Notifications as might be required by Section 4.F.

Deleted: ¶

34
35 The Director may establish user committee(s) to assist Director in the maintenance
36 and operation of the System.

Formatted: Indent: Left: 0", First line: 0.5", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

37
38
39 E. Regulatory Board of Operations

Formatted: Don't hyphenate

40
41 An advisory entity will be created, subordinate to the System Board (Board of
42 Directors), which is to be known as the Regulatory Board of Operations (hereinafter
43 referred to as the "RBO"). Membership will be comprised of the chief officer or designee
44 of each public safety agency receiving communications services from the System. Each
45 public safety agency will notify the Secretary of the RBO of the names of their respective
46 Chiefs or designees. The public safety agencies participating on the RBO include, but
47 are not limited to the following:

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

48
49 -AMR Ambulance Service

Formatted: Don't hyphenate

Deleted:

1
2 1. RBO Board

3 (a) Board Members

4
5
6 The voting body of the RBO (hereinafter, the "RBO Board") shall
7 consist of eleven (11) members, chosen as follows:

8 - One (1) member shall be the Bell County Sheriff

9
10 - Eight (8) members shall be the Fire Chief and Police Chief
11 from each of the four Cities,

12
13 - Two (2) members (one being a fire chief and one being a
14 chief law enforcement officer) shall be elected by the Rural
15 (i.e., non-City) RBO Members

16
17 In voting for the Rural RBO Board Members, each Rural RBO
18 department shall have one (1) vote.

19
20 RBO Board Members shall be elected or appointed annually, to
21 coincide with the System's fiscal year.

22
23 (b) RBO Board Officers

24
25 The RBO Board shall elect their Chair and Vice-Chair to conduct the
26 business of the RBO in the first meeting of each fiscal year. Each
27 officer will name his or her own alternate.

28
29 In the event that the Chair or Vice-Chair ceases to be an employee
30 of their respective agency, they will cease to be a member of the
31 RBO Board, and the resulting vacancy shall be filled by the entities
32 which originally elected or appointed such RBO Board member at
33 the next regularly scheduled meeting which follows the occurrence
34 of the vacancy.

35
36 (c) Duties of Chair and Vice-Chair

37
38
39 The Chair shall preside at meetings of the RBO Board. In the
40 absence or inability of the Chair to act, the Vice-Chair shall act as the
41 Chair. The Chair, or in his/her absence the Vice-Chair, shall preside
42 at and conduct all meetings of the RBO Board.
43

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: seven (7)

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: Each

Deleted: (4)

Deleted: shall appoint one (1) member

Formatted: Don't hyphenate

Deleted: Scott and White EMS and Scott and White Helicopter Service may each have a non-voting member on the RBO Board.¶

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

(d) Secretary

The System Director (or in the absence of the Director, a designated member of the Director's staff) shall serve as Secretary of the RBO Board. The Secretary shall send notice of meetings of the RBO Board to its members, and shall keep minutes of the meetings. The Secretary will deliver the agenda and supporting documentation to each RBO Board member at least seven (7) calendar days prior to the meeting. The Secretary shall also post notice of any meeting of the RBO Board or RBO Committees in the manner required by law, if any, and maintain the minutes of committee meetings.

Deleted:
Deleted: Director's

Deleted: three (3)

Deleted: User

F. Meetings of the System Board of Directors, RBO and RBO Board

1. Meetings of the System Board of Directors

The Board shall conduct regular meetings on the last Thursday of every odd numbered month. The first meeting after the start of each fiscal year shall be the annual meeting. The date and hour of any regular meeting shall be scheduled by order of the Board or by the Board Chair.

Deleted: ¶
The System Director shall also serve as Secretary of any meeting of the full RBO membership.¶

Formatted: Don't hyphenate

Formatted: Widow/Orphan control, Don't keep lines together, Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: meetingsThursday, holding at least one regular meeting each quarter.

The Board shall provide for additional meetings as may be needed depending upon the pressure of business. A called Board meeting shall be called upon the request of the Chair or any two (2) Board members, with the persons calling the meeting setting the date and hour thereof. Absent an emergency, the Secretary of the Board shall give each Board member at least three (3) calendar days notice of any specially called Board meeting, such notice to set out the date, time, place, and proposed subject matter of the meeting.

The location for the conduct of meetings shall be as determined by the Board, and shall be the System's central dispatch building in the absence of a contrary determination. Changes in the location must be made by resolution of the Board or by the Chair, and notice of System Board meetings shall be posted in compliance with applicable law.

1 2. Meetings of the RBO Membership and RBO Board

2
3 The RBO membership (including the RBO Board) shall conduct
4 regular meetings, holding at least one regular meeting every odd
5 numbered months unless the RBO Board determines otherwise. Unless
6 otherwise agreed by the RBO Board, regular meetings of the RBO Board
7 shall be bi-monthly on the last Monday of each odd numbered month. The
8 RBO Board may provide for additional meetings as needed depending
9 upon the pressure of business and as may reasonably be requested by the
10 Chair of the RBO Board, or by any two members of the RBO Board. The
11 date and hour of any regular meeting shall be scheduled by order of the
12 Chair of the RBO Board, a copy of the order to be filed with the Secretary
13 of the System Board of Directors. Absent a contrary decision by the Chair
14 of the RBO Board the location for the conduct of the meetings shall be the
15 System's central dispatch building. Absent an emergency, the Secretary
16 of the RBO shall give at least three (3) calendar days notice of each RBO
17 meeting to the members of the RBO.

Deleted: calendar month

Deleted: .

Deleted: days

18
19 Only the RBO Board shall have voting rights as to any matter before the
20 RBO, and any vote of the RBO Board shall be deemed taken on behalf of
21 the RBO as a whole. A majority of the RBO Board shall constitute a
22 quorum of the RBO Board, and the vote of a majority of RBO Board
23 members present at a meeting at which a quorum is present shall be
24 binding.

25
26 The RBO Board may designate subcommittees for technical or advisory
27 projects, but subcommittees shall only make recommendations or provide
28 advice to the RBO Board, and the RBO Board must approve subcommittee
29 recommendations.

Deleted:

30
31 3. Meeting Rules

32
33 The System Board and the RBO Board shall adopt rules for conducting their
34 respective meetings and other business.

Formatted: Indent: Left: 1", Widow/Orphan control, Keep with next, Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted:

35
36 4. Minutes

37
38 The Director (or in the absence of the Director, the designated member of
39 the Director's staff) shall keep minutes of regular, adjourned regular and
40 special meetings of both the System Board and the RBO Board. A copy of
41 the System Board minutes and RBO Board minutes shall be provided to
42 each System Board member, the System Director, and to each RBO
43 member.

Deleted:

Deleted: .

44
45 5. Quorum

46
47 A majority of the System Board determined per capita constitutes a quorum
48 for the transaction of business by the System Board. A majority of the RBO
49 Board determined per capita constitutes a quorum for the transaction of

Deleted:

Deleted:

business by the RBO Board.

6. Representation of the Regulatory Board of Operations

The Chairperson of the RBO Board will represent the RBO on the Board of Directors. The RBO chair shall be a non-voting member of the System Board of Directors, and shall attend all meetings of the System Board.

7. Voting

For purposes of this Agreement, "per capita" means that each City and the County shall have one vote each. "Majority in interest" means a group of Cities and/or the County whose "use percentage" (shown on Exhibit B) exceeds in the aggregate more than fifty percent (50%) during the year at which such vote is taken.

Section 4. Powers and Duties

A. Authority of the County

In accordance with the provisions of the Act, the Parties hereby delegate to the County, subject to the authority of the Board as set forth in Section 4C hereof, or otherwise expressly reserved herein, the power to acquire sites and construct, equip, staff, maintain, operate and lease, real and personal property (whether tangible or intangible), and related facilities (all being a part of the System) and to employ personnel or engage the services of others, for the purpose of providing for public health and safety communications in the County. It is the intention of this paragraph that the County have complete authority to carry out all activities related to the System, subject to the approval of the Board or the other Parties only if such approval(s) are expressly set out elsewhere in this agreement.

In carrying out its responsibilities, the County shall be subject to the same standards set forth in the first paragraph of Section 3A. As the provider of the System, the County shall endeavor to meet desired quality standards established by the Parties hereto, also taking into account cost efficiency, System effectiveness, budget constraints, and System compatibility.

The County is authorized in its own name to perform all acts necessary for the establishment, operation, and maintenance of the System, including, but not limited to, any or all of the following:

- 1. to make and enter into contracts, it being understood that all contracts regarding the System shall be entered in the name of the County unless the Board determines otherwise;
- 2. to employ or engage the services of agents, independent contractors, and employees;
- 3. to acquire, construct, manage, maintain and operate any buildings, works, improvements, equipment, or other real or personal property

Deleted:

Deleted:

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted:

Deleted:

Deleted:

(whether tangible or intangible);

4. to acquire, hold, lease, or dispose of property;

Deleted:

5. to incur debts, liabilities or obligations, provided the same shall be obligations of the County, with the only financial obligations of the Parties being as set forth in Section 6 or Section 10 hereof (or at the option of the Parties, as set forth in Section 8 hereof);

Deleted:

6. to receive gifts, Assessments and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any governmental entity;

Deleted:

7. to provide or contract for communications services to or with non-public agencies or other entities not a Party hereto;

Deleted:

8. to carry out the policies of the Board.

Deleted:

Such powers shall be exercised in the manner provided in the Act and as expressly set forth in this agreement. The County shall not carry out any activities contrary to the authority reserved to the Board in Section 4C hereof, or as otherwise expressly reserved to the Board herein but it is further understood that the Board's sole authority in regard to the System is as set out in Section 4C, or as otherwise expressly reserved to the Board herein.

The County is hereby authorized to exercise its powers as needed to implement the purposes of this agreement. The County is empowered and by this agreement authorized to assess the Parties to finance the entire operation and maintenance of the System in the manner set forth in this agreement.

B. Communication Services to Other Agencies

Upon the approval and recommendation of the Board of Directors, the County may provide dispatch or other communication services to private agencies and/or public agencies not a Party to this agreement, so long as there is no degradation of services to the public health and/or safety. Such service shall be evidenced by contract or interlocal government agreement.

The County shall establish the amount of charge for the service. Charges will be set with the intent of recovering all capital, operational, and maintenance costs expended in providing the services to a particular agency, both annually and for prorated periods thereof.

C. Authority of the Board of Directors

The Board of Directors, as the governing and administrative body of the System, shall exercise the following authority:

1. The Board shall recommend the annual System budget and provide

Deleted:

1 a copy of the proposed budget to the Cities and the County by each
2 May 1 for the following fiscal year beginning each October 1,
3 provided, the final budget shall be adopted by the County. In that
4 regard, should any member of the Board request the same, the
5 Board shall recommend an annual System budget by vote of a
6 majority in interest (in the same manner referred to in Section 3.F.7)
7 and not by a per capita vote.

Deleted: 10

8
9 2. The Board shall review System expenditures.

Deleted:

10
11 3. The Board shall consider the recommendations of the RBO.

Deleted:

12
13 4. The County Judge shall appoint the System Director. In making the
14 appointment of the System Director, the County Judge shall seek
15 advice and counsel from the Board.

Deleted:

Deleted: may

16
17 5. The Board shall approve the provisions of communications services
18 to any entities not a Party to this agreement, provided, the County
19 shall ultimately approve the same and be the contract party for such
20 agreements.

Deleted:

21 D. Advisory Authority of the RBO

22
23
24 The RBO shall review all Standard Operational Procedures (SOP), programs and
25 situations and make recommendations as they pertain to the dispatch of police, fire and
26 EMS services. If applicable, the RBO will consider User Committees' recommendations.
27 At the request of the Board or the System Director, the RBO shall respond to requests for
28 information, research and investigations.

29 E. User Committees

30
31
32 User Committees members and chairs will be appointed by the RBO Board. The
33 Committees will be open to personnel directly employed by agencies represented in this
34 agreement, and will be representatives of the particular discipline being considered by
35 that committee. User Committees will make recommendations on proposed SOP.
36 User Committees should be comprised of individuals with expertise or experience in that
37 discipline. The System Director or his designee shall be a member of each Committee.

38
39 F. Member Duty to Notify of Protocol Changes

40 All members have the right to change, alter, or otherwise modify their respective
41 protocols relating to any matter associated with the operation and response of their first
42 responder agency. However, with respect to any changes, alterations, or modifications
43 that have the potential to impact event counts attributable to that member, said member
44 shall notify the Director within 7 days of any changes, alterations, or modifications. The
45 Director shall then notify all the members within 7 days.
46

1 **Section 5. Facility**

2
3 The County is empowered to purchase, lease or otherwise obtain the use of an
4 existing facility or build a new facility for the purposes of locating and establishing the
5 consolidated communications center, all at the County's expense. The center proper
6 shall include at least the following: (1) dispatch area; (2) supervisors and management
7 administrative offices, including Director, operational and technical managers, clerical,
8 computer resource and reception office space; (3) radio equipment room; (4) computer/
9 telephone/recording equipment room; (5) storage for inventory, supplies and records; (6)
10 locker room; (7) bathroom/shower facilities; (8) kitchen; (9) lunch/break room; (10) multi-
11 purpose classroom, conference room and emergency operations center.

12
13 All equipment and materials within the facility will be supported and maintained
14 through an annual operational budget. All new equipment or materials used as part of
15 the "System" will be owned as set forth Section 8.

16
17 The Parties agree that this shall not be a contract for the financing or acquisition
18 of any of the assets comprising the System, including the center.

19
20 **Section 6. Fiscal Year and Annual Budget**

21
22 A. Fiscal Year

23
24 The System's fiscal year shall be the twelve month period commencing each
25 October 1, and ending the following September 30.

26
27 B. Annual Budget

28
29 1. The System shall operate only under an approved fiscal year budget.
30 The System may not operate at a deficit. The Parties shall pay for
31 the entire costs of operation and maintenance of the System, with
32 annual System expenditures determining the total amount of assess-
33 ment required.

34
35 2. From the date of this Agreement through the end of fiscal year ending
36 September 30, 2020, the assessments and Assessments shall be as
37 set forth in Exhibit "B".

38
39 3. Each annual operating budget shall include a reasonable reserve
40 contingency. Money may be expended from this reserve only with
41 the express approval of the County. The unspent portion of the
42 reserve shall be carried forward to the next fiscal year (in addition to
43 the reserve Assessment for each such fiscal year). The Auditor
44 shall periodically report to the Board on the amount on deposit in
45 such fund, how the same is invested, and how it is being expended.

46
47 4. The total assessment against each of the Parties will be reduced by
48 revenue from entities not a party hereto (i.e., not otherwise expensed
49 to serve the System), by unexpected or unencumbered funds

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: , except if the effective date of this agreement is other than October 1, in which case the first fiscal year shall be the short year commencing the effective date and ending the following September 30.

Deleted:

Deleted:

Deleted: 2007

Deleted:

Deleted:

1 available at the end of each fiscal year prior to the year for which the
2 budget is applicable, or by other revenues available to the System
3 (in excess of amounts required by the budget) as of the date such
4 budget is determined. In that regard, the Parties acknowledge that
5 the County shall have the right to deny service to entities other than
6 the Cities unless such entities agree to pay a share of System
7 assessments. In that event, before any such entity becomes a
8 "Party" hereto, the same shall require those approvals referred to in
9 Sections 13 and 14 hereof.

10 5. In the event that emergency expenditures are required to maintain
11 System integrity in excess of amount budgeted therefore, the County
12 is authorized to incur the same first from the reserve, and second
13 from other funds available to the County. The budget for the next
14 fiscal year shall include amounts to restore such reserve fund, or to
15 reimburse the County for any unreimbursed expenditures, respec-
16 tively.
17

Deleted:

18 6. The budget shall be recommended to the County for each fiscal year
19 on or before May 1st prior to the beginning of such fiscal year. A
20 copy of the System budget and each Party's assessment shall be
21 delivered to each Party immediately after the System budget is
22 adopted.
23

Deleted:

Deleted: June

24 7. Notwithstanding that the County is solely responsible to pay all
25 Capital Costs each year's System budget shall state those Capital
26 Costs the County anticipates it will incur during the same following
27 budget year.
28

Deleted: 7

29
30 For the purposes of this agreement, "Capital Costs" shall mean all
31 costs incurred by the County for assets having a useful life of longer
32 than one year from the date of acquisition and have a dollar value
33 greater than \$100,000 or that are associated with the communication
34 center building or backbone, regardless of the dollar value. The
35 backbone consists of the server room, the equipment at the tower
36 sites and the symphony consoles. Examples of building and
37 backbone assets include, but are not limited to, HVAC, UPS, parking
38 lots and dispatch consoles. The County shall determine which costs
39 are "Capital Costs" which benefit the System in accordance with
40 generally accepted accounting principles.
41

42 8. The Parties hereby agree that payment of the assessments shall
43 fairly compensate the performing Parties (including the County) for
44 the services or functions performed hereunder, as provided in the
45 Act.
46

Formatted: Indent: Hanging: 0.5", Don't hyphenate,
Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" +
2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5"
+ 7" + 7.5" + 8"

47 9. As provided in Section 4.C.1, the System budget for each fiscal year
48 must be recommended by the System Board, but be finally approved
49 by the County. In that regard, the County shall have discretion to

Deleted: 8

1 follow its normal budget process as it would for any unit of County
2 government, including the authority to adopt the final budget
3 notwithstanding contrary recommendations of the Board. The
4 County may make adjustments to the budget during any year if
5 required to maintain System integrity.

6
7 C. Budget Elements

8
9 Each Party hereby agrees to pay an amount equal to its Assessment, as based
10 upon the assessment percentages as described in Exhibit "B."

Deleted:

11
12 The County shall be responsible for all capital expenditures, as may be necessary
13 to accomplish the purposes set forth in this Agreement for a consolidated communications
14 system.

Deleted:

15
16 1. Payment of Assessments

Deleted: ¶

17
18 Upon adoption of the fiscal year budget by the County, and the forwarding
19 thereof to the governing bodies of the Parties by the Board Secretary,
20 unless otherwise specified by the order of the Board, the Assessments as
21 described in Exhibit "B" are automatically due and payable without further
22 notice as follows:

Deleted:

Deleted: (with the first budget anticipated to take affect with the fiscal year beginning October 1, 2002,...

Deleted: Assessment

Deleted: is

23		
24	October 15	25% of total Assessment
25	January 15	25% of total Assessment
26	April 15	25% of total Assessment
27	July 15	25% of total Assessment

Formatted: Don't hyphenate

Deleted:

Formatted: Indent: Left: 1.06", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

28
29 In the event funds are not available as needed, the County shall advance
30 necessary funds as with any other division of County government.

Deleted:

Deleted:

Deleted:

31
32 Amounts advanced by the County shall be deemed System expenditures,
33 to be reimbursed by all Parties in the next assessment due after each such
34 advance is made.

Formatted: Don't hyphenate

Deleted:

35
36 Assessments shall be payable only from current revenues of each Party, as
37 provided in the Act. Each Party agrees to provide in its annual budget for
38 current revenues to be available in an amount adequate for that Party's
39 Assessment for the same fiscal year.

Deleted:

Formatted: Indent: Left: 1", First line: 0", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

40
41 At least annually, the Director shall present a cost of service study to the
42 Board showing annual System costs as compared to budgeted line items.

Deleted:

43
44 A five (5)% late charge shall be imposed upon Assessment payments not
45 received within thirty (30) calendar days following the scheduled dates for
46 payment. An additional five (5)% shall be imposed if payment is not made
47 within an additional thirty (30) calendar days. If an Assessment, including
48 late charges, is not paid in full within seventy-five (75) calendar days
49 following any scheduled due date, the Party shall be in default and subject

Deleted: a

1 C. Salaries and Benefits

2
3 The Board shall recommend, and the County shall determine, the salaries of the
4 System staff as part of the budget process. Employee benefits shall be determined in
5 accordance with the County's employee benefit plan for persons making such salaries.
6

7 **Section 8. Capital Assets and Acquisitions**

8
9 Except as provided below, this agreement shall not be construed to require sharing
10 of any capital costs whatsoever. The Parties intend:

11 1. To share the costs of operating and maintaining the System, but

12
13
14 2. The County shall be responsible for system capital costs, save and
15 except capital System improvements initiated by any other party.
16

17 The County shall acquire and be the owner of the initial System, provided, the City
18 of Temple shall acquire and own the initial Intergraph Public Safety Contract and related
19 assets (with such assets and contract to be dedicated exclusively to the System, and to
20 be a part of the System throughout the term of this agreement). Thereafter capital assets
21 shall be acquired in the name of, and at the expense of the Cities or the County, as each
22 such purchasing Party shall determine from time to time. No new capital assets will be
23 acquired which would not be compatible with the System at the time of acquisition.
24

25 The County will determine what communications equipment is necessary to
26 operate and maintain the System, and be responsible for any equipment expense with a
27 dollar threshold of more than \$100,000 or that is part of the communication center
28 building or backbone.
29

30 Each Party shall have the right to add components (the "Separate Components")
31 to be used by such Party along with the System, but such Separate Components (a) shall
32 not be part of the "System" (i.e., not subject to the terms hereof) unless all Parties agree,
33 and (b) must be compatible with the remainder of the System.
34

35 All System Components must be approved by the System Director to confirm
36 compatibility with the System prior to the purchase of the same.
37

38 **Section 9. Term of Agreement**

39
40 This agreement shall be effective from the date of execution and shall extend to
41 September 30, 2025. This agreement shall continue in full force and effect thereafter,
42 provided any Party may withdraw on two years notice as provided in Section 10 B, or a
43 Party may be terminated as provided in Section 10 A.
44

45 Withdrawal or termination of any Party shall not have the effect of terminating this
46 agreement as to the remaining Parties. Should a Party withdraw or be terminated, the
47 Assessment percentages of the remaining Parties shall be adjusted to take into account
48 such withdrawal or termination.
49

Formatted: Don't hyphenate

Deleted: 1. to

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted:

Deleted: ¶

Deleted: system

Formatted: Don't hyphenate

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Deleted: .

Deleted: connection to

Deleted: system

Deleted: ¶

Deleted: 2007

1 **Section 10. Termination or Withdrawal**

2
3 A. Termination

4
5 Each Party shall remain a Party to this agreement and share in the costs of
6 operation and maintenance of the System until the end of the Term applicable to such
7 Party (being the latter of (a) September 30, 2025, or (b) the period which is two years
8 after such Party gives written notice of withdrawal). If, in the interim, a Party defaults on
9 payment of any Assessment, or otherwise breaches this agreement, such Party shall be
10 subject to termination as a Party to this agreement upon the vote of a majority in interest
11 (determined in the same percentage as set forth in Section 3.F.7) of the other Parties.
12 The breaching Party shall not be entitled to vote on its own termination, or be counted in
13 determining a majority in interest. The terminated Party shall remain liable for any
14 defaulted payment and late charges for the period ending on the last day of the fiscal year
15 after the fiscal year in which the breach occurred. Such subsequent Assessments will
16 be determined as if the terminated Party were still a Party to the agreement at the same
17 Assessment rate in effect at the date of termination. The Assessment will be due and
18 payable at the same time Assessments are due from the remaining Parties for the fiscal
19 years in question.

Deleted: 2007

Deleted: Sections 6.B.2

20
21 The remaining Parties shall attempt to mitigate the damages caused by termination
22 by either obtaining other "Parties" hereto, or by reducing System expenses, but until any
23 mitigation actually occurs the terminated Party shall remain liable for its assessment in
24 full for the remainder of the Term. The type of activities to be taken in mitigation shall be
25 determined in the sole discretion of the remaining Parties.

Deleted: term

26
27 All Parties agree that the System is configured, and System expenditures are
28 committed, on the understanding that all Parties will remain "Parties" at least until the end
29 of the Term, and that the payments to be made hereunder represent reasonable
30 liquidated damages and not a penalty.

31 B. Withdrawal

32
33 A Party may give notice of withdrawal as a Party to this agreement without penalty
34 provided such withdrawal shall not be effective prior to September 30, 2025, and
35 withdrawal shall be effective only upon two (2) year's written notice to the other Parties.
36 Such withdrawing Party shall perform all obligations under this agreement until the
37 effective date of withdrawal.

Deleted: 2007

38
39 C. Legal Redress

40
41 The County shall have the right to seek legal redress, if necessary, to obtain
42 payment on amounts due, or otherwise to enforce the terms of this agreement.
43
44

1 to the relative assessments paid by the Parties during the five years immediately
2 preceding termination.

3 4 **Section 13. Amendment to Agreement**

5
6 The agreement may be amended only by a unanimous vote of the Parties hereto
7 as of the date of the Amendment. Any proposed amendment shall be formally directed
8 to the Board. The Board shall then review the proposed amendment and forward the
9 proposed amendment with its own recommendation to the governing body of each Party
10 to the agreement. A proposed amendment must be approved by the governing body of
11 each Party to be effective. The Secretary shall notify each Party of the resultant action.

12 13 **Section 14. Additional Parties to Agreement**

14
15 Entities which are not Parties in this agreement, may become Parties hereto only
16 by amendment to this agreement as defined in Section 13 and subject to the following
17 terms and conditions:

18 19 A. Buy-in

20
21 A new Party's assessment shall be determined by formula approved by the Board.
22 Any Parties incurring capital costs for the System (anticipated to be solely the County)
23 shall determine the capital portion of any buy-in fee for long term fixed assets used in the
24 System (capital expenditures) and associated debt attributed to the System at the time of
25 the buy-in. Payment of such capital portion of the buy-in fee shall be made to the Parties
26 which previously incurred capital costs for assets used as part of the System, in proportion
27 to the costs paid by such Parties.

28
29 The Board may determine as an additional component of any buy-in fee a charge
30 to be made for the new Party's assuming the use of the operating System.

31 32 B. Effective Date

33
34 The effective date of the amendment to this agreement and inclusion as an
35 additional Party shall only occur on the first day of any fiscal year. Such public agencies
36 that become Parties hereto shall be entitled to all rights and obligations of "Parties" hereto
37 and may appoint one RBO Board member for each new Party and a representative to the
38 RBO Board as defined in this agreement.

39 40 **Section 15. Street Use License**

41
42 Each City hereby grants to the County a non-exclusive license to use the public
43 roads, streets, alleys, and rights-of-way of such City where the System is to be located.
44 This license shall be granted within each City so long as any Party is making use of the
45 System, notwithstanding the City granting such license may no longer be a party to this
46 agreement. This license is subject to any applicable City Charter limitations as to each
47 City. Each City reserves the right to oversee construction and maintenance of the
48 System within its City limits with regard to safety concerns or code requirements of such
49 City. Each City shall determine, in cooperation with the County, the location of the

Formatted: Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

1 System within such City. Such license is granted to allow, and limited to, all Parties to
2 this Agreement having authority to carry out the intents and purposes of this Agreement,
3 including but not limited to the right to install, remove, operate, maintain, modify, move
4 (but only with the consent of the City) or otherwise use the System. In consideration of
5 the public benefit to be derived by each City from the provision of the System, each City
6 agrees not to assess or impose any fee for any use of the System in furtherance of the
7 Agreement and in conformance with this limited license.

8
9 This license is not a franchise, nor is it intended to give any third parties (whether
10 profit or nonprofit) permission to lease, rent, purchase or access all or a portion of the
11 System for any purpose other than contemplated herein by the parties. Each City
12 reserves the right to require a franchise agreement from any user of the System not a
13 party to this Agreement.

14 **Section 16. Severability; Compliance with Applicable Law**

15
16
17 Should any part, term, portion or provision of this agreement, or the application
18 thereof to any person or circumstances, be in conflict with any State or Federal law, or
19 otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts,
20 terms, portions or provisions, or the application thereof to other persons or circumstances,
21 shall be deemed severable and shall not be affected thereby. The Parties further intend
22 for this Agreement to be modified to comply with any applicable state or federal law
23 (should it be determined not to be in compliance), and to remain binding between them
24 as so modified. In particular, but without limiting the generality of the foregoing, the
25 Parties intend for this Agreement to remain binding against each of them notwithstanding
26 any legal requirement that would alter the term hereof, or change the way in which any
27 party is required to pay its share of assessments; (i.e., the Parties will remain bound
28 hereunder, subject to such modified terms).

29
30 In carrying out its obligations hereunder, the County shall follow those laws
31 applicable to Texas counties.

32 **Section 17. Force Majeure.**

33
34
35 (a) If for any reason of "force majeure" any of the Parties hereto shall be
36 rendered unable, wholly or in part, to carry out its obligations under this agreement, other
37 than the obligation of the Parties to make the payments required under the terms of this
38 agreement, then if such party shall give notice and the full particulars of such reasons in
39 writing to the other Parties within a reasonable time after the occurrence of the event or
40 cause relied on, the obligation of the Party giving such notice, so far as it is affected by
41 such "force majeure", shall be suspended during the continuance of the inability then
42 claimed, but for no longer period, and such Party shall endeavor to remove or overcome
43 such inability with all reasonable dispatch. The term "force majeure" as employed herein
44 shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the
45 public enemy, orders or actions of any kind of the Government of the United States or of
46 the State of Texas or any civil or military authority, insurrections, riots, epidemics,
47 landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts,
48 arrests, restraints of government and people, civil disturbances, explosions, breakage or
49 accident to dams, machinery, pipelines, or canals or other structures or machinery, on

Deleted: Tax Exempt Bonds¶

¶

The Parties acknowledge that the initial System is being financed with tax exempt obligations of the County and the City of Temple, and no use shall be made of any System assets which would cause such obligations to be "private activity bonds", "arbitrage bonds", or otherwise result in the interest on such obligations being includable in the gross income of the holders thereof for purposes of federal income tax.¶

¶

Section 18.

1 account of any other cause not reasonably within the control of the Party claiming such
2 inability. It is understood and agreed that the settlement of strikes and lockouts shall be
3 entirely within the discretion of the Party having the difficulty, and that the above
4 requirement that any "force majeure" shall be remedied with all reasonable dispatch shall
5 not require the settlement of strikes and lockouts by receding to the demand of the
6 opposing parties when such settlement is unfavorable to it in the judgment of the Party
7 having the difficulty.

8
9 (b) No damage shall be recoverable from the County or the Cities by reason of
10 the causes above mentioned.

11 _____
12

Formatted: Don't hyphenate

1 IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be
2 executed and attested by their proper officers hereunto duly authorized, and their official
3 seals to be hereto affixed, as of the day and year first above written.

Formatted: Don't hyphenate
Formatted

4
5
6 City of Belton, Texas

Deleted: The

7
8
9 BY: _____

10
11
12
13 City of Harker Heights, Texas

Deleted: The

14
15
16 BY: _____

17
18
19
20 City of Killeen, Texas

Deleted: The

21
22
23 BY: _____

24
25
26
27 City of Temple, Texas

Deleted: The

28
29
30 BY: _____

31
32
33 Bell County, Texas

34
35
36
37 BY: _____

Deleted: Communications System Agreement 2005
to 2021 (005)Communications System Agreement
2005 to 2021 (003)Communications System
Agreement redline 2005 to 2021.docx61B0896-BELL
- Comparison Communications Agreement.docx
Deleted: -1-

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

Exhibit "A"

The System shall be comprised of the following:

- (1) Communications Center building located at 708 West Avenue O, Belton, Texas (referred to in Section 5 of the Agreement).
- (2) Fiber Optic Backbone.
- (3) 800 MHZ radio system.
- (4) Computer Aided Dispatch equipment and software.

1

Formatted

Deleted: aided dispatch

Deleted: .

Formatted: Don't hyphenate

Formatted: Font: Univers

Formatted: Tab stops: 3.25", Centered

Deleted: Communications System Agreement 2005 to 2021 (005)Communications System Agreement 2005 to 2021 (003)Communications System Agreement redline 2005 to 2021.docx61B0896-BELL - Comparison Communications Agreement.docx

Exhibit "B"

(1) Assessment percentages shall be determined based on the number of "Events" within the jurisdiction of each Party during the calendar year ending before the applicable budget year. An "Event" is (i) every dispatch of a law enforcement unit to answer a call originating within the jurisdiction of a Party, and (ii) all law enforcement calls (i.e., calls by an officer) from within the jurisdiction of a Party. "Law enforcement units" include police, sheriff's department, Department of Public Safety, constables and other law enforcement officials (but not fire and EMS calls).

As an example, "Events" occurring during the calendar year ending December 31, 2020, shall be used to establish assessments for the 2021-2022 fiscal year.

(2) The assessment percentages shall be applied to the actual System budget for the applicable fiscal year. The budget figures below are examples only.

(3) The County shall pay as its assessment the (i) Bell County Base, plus (ii) its percentage based on Events.

Estimated assessment percentages and County Base Assessments for fiscal years 2020-2021 are as follows:

**actual events, subject to annual review*

	Law Enforcement Count		Proposed
	2020 Calendar Year Assessment		
	Based on Usage %	Usage x 50%	2021-2022 Budget
Killeen	35.82	17.910	1,700,502.00
Temple	22.10	11.050	1,049,165.00
Harker Heights	8.40	4.200	398,778.00
Belton	6.95	3.475	329,941.00
Bell County	26.73	13.365	1,268,968.00
Bell County		50.000	4,747,355.00
Total	100.00	100.000	9,494,709.00
<i>Bell County Total</i>			<i>6,016,323.00</i>

	2020-2021 Approved Budget	2021-2022 Approved Budget	Incr. (Decr.) FY21 to FY22	
Killeen	1,520,395.43	1,700,502.00	180,106.57	11.85%
Temple	1,078,736.96	1,049,165.00	(29,571.96)	-2.74%
Harker Heights	391,302.01	398,778.00	7,475.99	1.91%
Belton	328,471.94	329,941.00	1,469.06	0.45%
Bell County	1,300,952.16	1,268,968.00	(31,984.16)	-2.46%
Bell County	4,619,858.50	4,747,355.00	127,496.50	2.76%
Total	9,239,717.00	9,494,709.00	254,992.00	
<i>Bell County Subtotal</i>	<i>5,920,810.66</i>	<i>6,016,323.00</i>	<i>95,512.34</i>	<i>1.61%</i>
<i>Special Projects</i>	<i>215,000.00</i>	<i>175,000.00</i>	<i>(40,000.00)</i>	
<i>Bell County Total</i>	<i>6,135,810.66</i>	<i>6,191,323.00</i>	<i>55,512.34</i>	

Deleted: ¶

Formatted

Formatted: Font: Arial, 12 pt

Formatted: Indent Left: 0", Hanging: 0.5", Don't hyphenate, Tab stops: Not at 0" + 0.62" + 1.07" + 1.32" + 1.5" + 2" + 2.5" + 3" + 3.5" + 4" + 4.5" + 5" + 5.5" + 6" + 6.5" + 7" + 7.5" + 8"

Formatted

Deleted: 2002

Formatted: Font: Arial, 12 pt

Deleted: 2003-2004

Formatted: Font: Arial, 12 pt

Formatted: Font: Arial, 12 pt

Deleted: (4) The Assessments shown below for 2002-2003 are the actual assessments for that fiscal year. All other "Use %" figures are examples, except for the "Bell County Base". ¶

Formatted: Font: Arial, 12 pt

Deleted: 2002-2003-through 2006-2007

Formatted: Font: Arial, 12 pt

Deleted: ¶

¶ 2002-2003

Page Break

Formatted: Font: Arial

Formatted: Centered, Indent Left: -0.06", Don't hyphenate

Formatted: Font: Arial

Formatted: Tab stops: 3.25", Centered

Deleted: Communications System Agreement 2005 to 2021 (005) Communications System Agreement 2005 to 2021 (003) Communications System Agreement redline 2005 to 2021.docx61B0896-BELL - Comparison Communications Agreement.docx