



JUNE 1, 2021

3:00 P.M.

CITY COUNCIL

TELECONFERENCE

WORKSHOP AGENDA





**NOTICE OF A TELEPHONIC WORKSHOP OF THE
CITY COUNCIL OF THE CITY OF
HARKER HEIGHTS, TEXAS**

The City of Harker Heights
305 Miller's Crossing
Harker Heights, Texas 76548
Phone 254/953-5600
Fax 254/953-5614

Notice is hereby given that, beginning at 3:00 p.m. on Tuesday, June 1, 2021, and continuing from day to day thereafter if necessary the City Council of the City of Harker Heights, Texas, will conduct a telephonic workshop to contain the spread of COVID-19 in accordance with Governor Abbott's declaration of the COVID-19 public health threat and action to temporarily suspend certain provisions of the Texas Open Meetings Act issued on March 16, 2020. The subjects to be discussed are listed in the following agenda:

Mayor
Spencer H. Smith

Mayor Protem
Michael Blomquist

City Council
Jennifer McCann
Jackeline Soriano Fountain
Lynda Nash
Jody Nicholas

WORKSHOP AGENDA

I. Roll Call:

II. Presentations by Citizens:

Citizens who desire to address the Council on any matter may do so during this item. Please understand that while the Council appreciates hearing your comments, State law (Texas Gov't Code §551.042) prohibits them from: (1) engaging in discussion other than providing a statement of specific factual information or reciting existing City policy, and (2) taking action other than directing Staff to place the matter on a future agenda. Please state your name and address for the record and limit your comments to three minutes.

III. New Business:

1. Receive and discuss an update and presentation from Executive Director Keith Sledd of the Heart of Texas Defense Alliance (HOTDA). (Assistant City Manager)
2. Receive and discuss an update and presentation from Executive Director TaNeika Driver-Moultrie of the Greater Killeen Free Clinic DBA Greater Killeen Community Clinic. (Assistant City Manager)
3. Receive and discuss a presentation on the Wastewater Impact Fee Study and the Capital Improvements Advisory Committee requirement for the Wastewater Impact Fee Study. (Public Works Director)
4. Receive and discuss information on GEXA Energy's Ancillary Service Charges. (Finance Director)
5. Receive and discuss a presentation on the Bell County Communications Center 9-1-1 and the Proposed New Amended Agreement for the Communications Center. (City Manager)

IV. Adjournment:

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Harker Heights, Texas, a place readily accessible to the general public at all times, on the 28th day of May 2021, by 2:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Julie Helsham
City Secretary

The public may participate remotely in this meeting by dialing-in using the toll-free number: [1 877 309 2073](tel:18773092073) and use Access Code: 937-447-869

To join the meeting from your computer, tablet or smartphone, use the following meeting link: <https://global.gotomeeting.com/join/937447869>

The public will be permitted to offer public comments telephonically as provided by the agenda. Written questions or comments may be submitted two hours before the meeting to the City Secretary's Office. When submitting your written questions or comments, you must include your Name and Address. Agenda packet and recording of the telephonic meeting will be available on the City of Harker Heights website at www.harkerheights.gov

"This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 254-953-5600, or FAX 254-953-5614, or email jhelsham@harkerheights.gov for further information."

"Pursuant to Chapter 551 of the Government Code the City Council reserves the right to go into Closed Meeting on any item listed above if deemed necessary."



CITY COUNCIL MEMORANDUM

AGENDA ITEM# III-1

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 1, 2021

RECEIVE AND DISCUSS AN UPDATE AND PRESENTATION FROM EXECUTIVE DIRECTOR KEITH SLEDD OF THE HEART OF TEXAS DEFENSE ALLIANCE (HOTDA).

EXPLANATION:

The Heart of Texas Defense Alliance (HOTDA) is a regional (3 counties/7 cities) nonprofit [501(C)(6)/ Municipally- funded] corporation formed in February 2003 in response to an expressed need by the communities of Central Texas most affected by the activities of Fort Hood.

HOTDA promotes the importance and sustainability of Fort Hood and all defense related industries, organizations and institutions in the region.

The City of Harker Heights funding for HOTDA has been as follows:

Fiscal Year (FY)	General Fund
FY 2020-2021	\$17,000
FY 2019-2020	\$17,000
FY 2018-2019	\$17,000
FY 2017-2018	\$17,000
FY 2016-2017	\$17,000
FY 2015-2016	\$17,000

ATTACHMENTS:

1. HOTDA Power Point

HEART OF TEXAS



DEFENSE ALLIANCE

Harker Heights City Council

1 June 2021

Keith.sledd@hotda.org 254-690-4045

1

HEART OF TEXAS
DEFENSE ALLIANCE

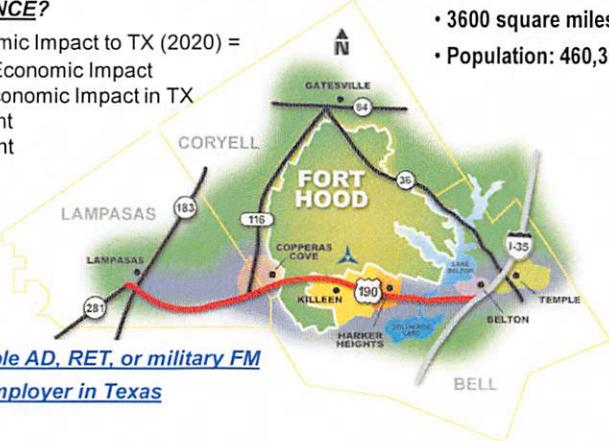
Organization & Purpose

WHY A DEFENSE ALLIANCE?

Fort Hood's Annual Economic Impact to TX (2020) =

- **\$29.9 Billion** of Military Economic Impact
- **24.1%** of Total Military Economic Impact in TX
- **56,023** Direct Employment
- **152,701** Total Employment

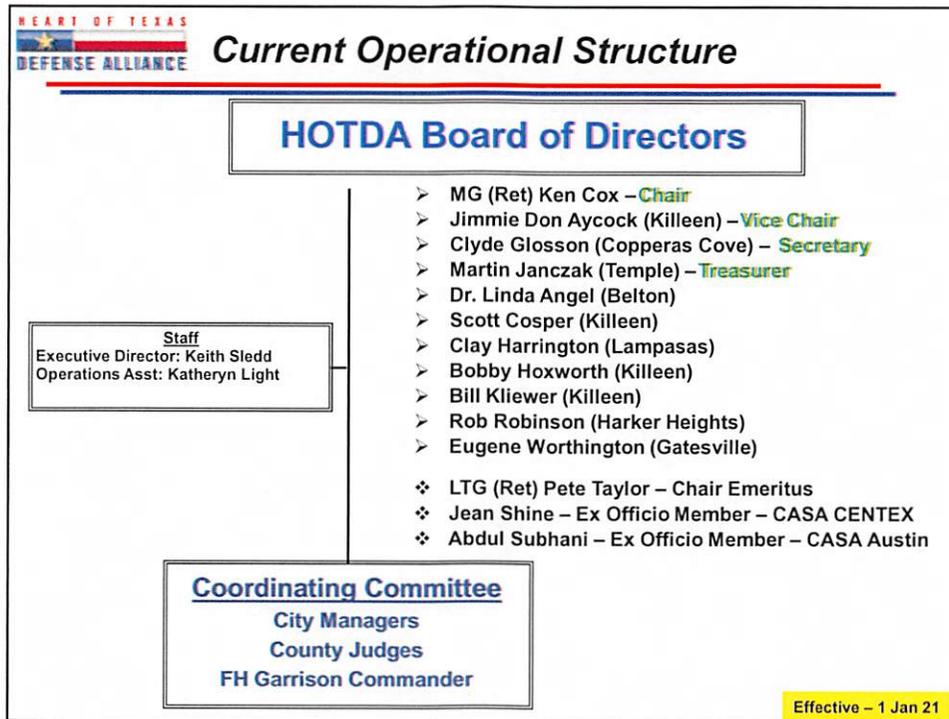
- 3600 square miles
- Population: 460,303



- Regionally 1 in 3 people AD, RET, or military FM
- Largest Single Site Employer in Texas

- A REGIONAL, (7 CITIES/3 COUNTIES) MUNICIPALLY-FUNDED NON-PROFIT (501(C)(6)) CORPORATION.
- FORMED FEBRUARY 2003 IN RESPONSE TO AN EXPRESSED NEED BY THE COMMUNITIES OF CENTRAL TEXAS MOST AFFECTED BY THE ACTIVITIES OF FORT HOOD.
- PROMOTES THE IMPORTANCE AND SUSTAINABILITY OF FORT HOOD AND ALL DEFENSE-RELATED INDUSTRIES, ORGANIZATIONS AND INSTITUTIONS IN THE KILLEEN-TEMPLE-FORT HOOD MSA.

2



3

-
- HEART OF TEXAS DEFENSE ALLIANCE**
- ## Current Focus
- Governor’s Committee to Support the Military
 - Adding USACID Agents as LEOs in Texas Criminal Code
 - Defense Community Infrastructure Program
 - FY21 Defense Economic Adjustment Assistance Grant (DEAAG)
 - Fort Hood Mission Capability and Growth
 - Central Texas /TAMU-CT Innovation District & Research Park
 - NTC Visit Program (next visit 16-18 October 2021)
 - IH-14 Expansion in FY21 FAST Act
 - Defense Manufacturing Community Support Program
 - Define the “Great Place.”
 - Joint Land Use Study Implementation Plan
 - Credentialing, Certification, and Licensing (CCL)
 - Fort Hood Regional Health Planning Organization (FHRHPO)
 - Potential BRAC FY2022 and Beyond
 - Joint Military-Civilian Multi-Modal Truck/Rail Facility
 - Veterans Inventory Report – Soldier/Family Employment
 - KFHR Strategic Plan Development

4



Updates

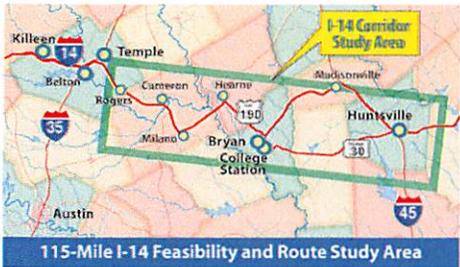
Commission on Naming of DOD Items Commemorating the Confederate States of America

- Requires SECDEF to implement within three (3) years the plan to remove all names, symbols, displays, monuments, and paraphernalia that honor or commemorate the Confederate States of America or persons.
- Establishes an eight (8) person Commission with four (4) appointed by SECDEF, one (1) each appointed by Chair of SASC, Ranking Member of SASC, Chair of HASC, and Ranking Member of HASC.
- First meeting required 60 days after Bill enactment with progress report to HASC/SASC NLT 1 OCT 2021, requirements report to HASC/SASC NLT 1 OCT 2022, and NLT 90 days prior to implementation.
- Commission visits Fort Hood 15-17 June 2021.
- Commission Members are:

LTG(R) Thomas Bostick USA	Jerry Buchanan	Lonnie G. Bunch III	ADM(R) Michelle Howard USN
GEN(R) Bob Neller (USMC)	Dr. Kori Schake	REP Austin Scott (GA)	BG(R) Ty Seidule USA

IH14 / Gulf Coast Highway Update – Planning Process for I-35 to I-45 Corridor

- TXDOT selected the Reynolds, Smith, & Hills engineering firm to be consultants for I-14 expansion corridor between the I-35 and I-45 approximately 115 miles in length.
- Study area starts near Rogers then extends east to Bryan/College Station and onward to Huntsville, TX.
- The multi-year Study begins with data collection followed by stakeholder and community meetings including public input session.



5



Updates

DEAAG Project – SH9 Ramps

- TMPC announced DEAAG projects on 25 January 2021.
- SH9 Project was not selected however the project score improved by 6.8 points from last time.
- Project scored 6.0 points less than first project selected and 1.54 points less than last fully funded project.
- Greatest factor weighing on our projects is Local Cost Share.
 - ❑ No project selected provided less than 50% Local Cost Share Funding.
 - ❑ Our projects typically provide 35% for local cost share. This will be hard to improve.
- Local Cost Contributions came from Copperas Cove (Project Sponsor) and Belton, Gatesville, Harker Heights, Killeen, Temple, Bell County, Coryell County, and Fort Hood.
- Will continue to look for options with other funding streams to increase local cost share.

DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE SCORE REPORT								
Applicant Name	City of Copperas Cove							
Application Number	2021-01-25							
Commissioner	Military Value Score	Contributions Score	Economic Score	Significance of Impact Score	New Missions Score	Resiliency TRUE	Efficiencies	Total Score
Max	30	26	24	5	5	5	5	100
Commission Avg Jan 2021	23.54	22.85	8.77	4.69	2.62	4.15	4.46	71.08
Commission Avg March 2020	22.77	20.62	6.54	4.15	2.62	3.54	4.08	64.31
Delta	0.77	2.23	2.23	0.54	0.00	0.62	0.38	6.77

Defense Community Infrastructure Program – SH9 Ramps

- DCIP is a federal program similar to the Texas' DEAAG program.
 - ❑ Appropriated \$60M in FY2021 funding with submissions due by 12 July 2021.
- Will nominate SH9 Project as a Military Value project.
- Use same local cost share as DEAAG application.
- Local Cost Contributions came from Copperas Cove (Project Sponsor) and Belton, Gatesville, Harker Heights, Killeen, Temple, Bell County, Coryell County, and Fort Hood.

6

HEART OF TEXAS DEFENSE ALLIANCE

Governor's Committee to Support the Military

GCSM Report Released by GOV Abbott on 9 Feb 2021 with Findings & Recommendations.

Education, Health Care, and Quality of Life [Read the full GCSM Report.](#)

1. **Funding for Military Child Education Coalition**
2. Defense Manpower Data for Texas School A-F Accountability Ratings
3. **Create State Council for Interstate Compact on Educational Opportunity for Military Children**
4. Connect Veterans and Active-Duty Personnel to Services (TXServes Program)
5. Mitigate City/County Impact of Lost Property Tax Revenue for Disabled Veteran Exemption

Workforce Development

6. Increase Integration Between Educational Providers and Military Installation/Industry Skill Requirements

Encroachment and Infrastructure

7. **Interagency Contracts between TXDOT and the Military**
8. **Fully Fund the Defense Economic Adjustment Assistance Grant**
9. **Prevent Encroachment to Military Training**
10. Elimination of Regional Military Sustainability Commission in Texas Code

Legislation Passed in 2019

Education, Health Care, and Quality of Life

1. Licensure/Certification Transfer and Acceptance for Military Spouses and Teachers
2. Early Enrollment in School for Children of Service Members
3. Create Texas Education Agency Military Webpage

Workforce Development

4. Create Central Online Information Repository for Servicemembers and Family Members

Encroachment and Infrastructure

5. Fully Fund the Defense Economic Adjustment Assistance Grant

7

HEART OF TEXAS DEFENSE ALLIANCE

2020 Active Duty / Retired Population w/FMs

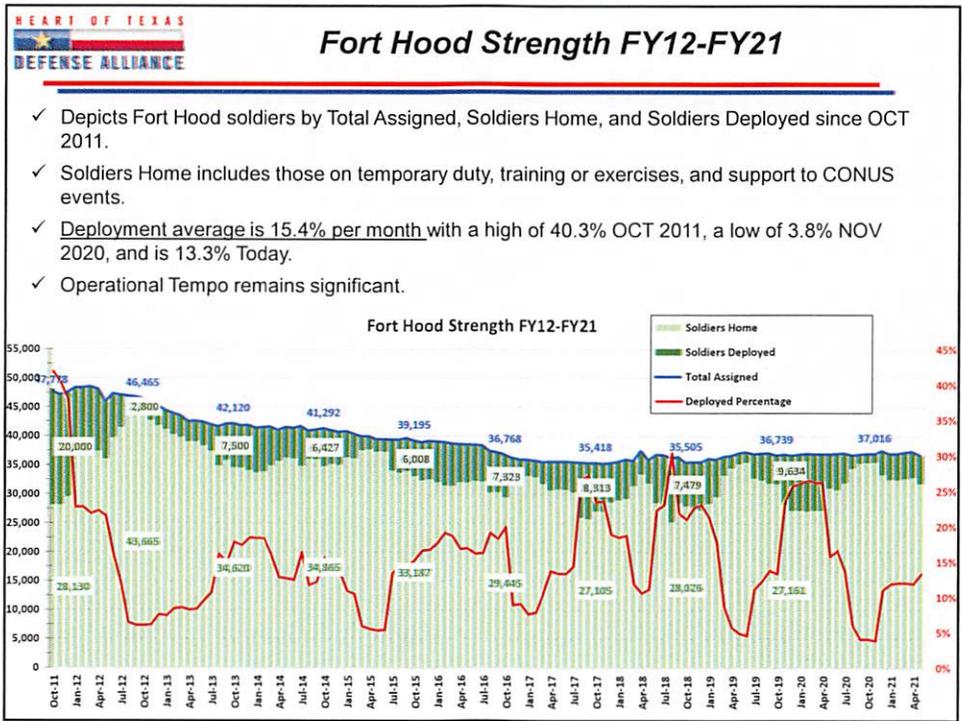
- ✓ Depicts percentage of Active Duty (AD), Retirees (RET), and Family Members (FM) in city or county.
- ✓ % AD/RET depicts percentage of 160,714 AD/RET/FM residing in a city or county outside the cities shown.
- ✓ % Other POP depicts percentage of 160,714 AD/RET/FM residing in county outside the cities shown.
- ✓ % City POP and County POP depicts percentage of all 160,714 AD/RET/FM residing in city or county.
- *** **Numbers do not include all Veterans – only AD or Retiree numbers.**
- ✓ Total AD/RET/FM = 160,714

Location	% of AD/RET	% of City POP	% of County POP	% Other POP
Fort Hood	100.0%	-	-	-
Killeen	39.3%	41.7%	-	-
Harker Heights	9.5%	46.9%	-	-
Belton	3.5%	24.8%	-	-
Temple	5.1%	10.4%	-	-
Bell County	2.5%	-	35.0%	8.5%
Lampasas County	2.3%	-	22.5%	26.9%
Copperas Cove	10.4%	50.2%	-	-
Lampasas	0.7%	14.9%	-	-
Coryell County	0.1%	-	24.4%	0.7%
Gatesville	1.0%	12.9%	-	-

➢ 6.5% of FHTX AD/RET live in Burnet, McLennan, Milam, or Williamson Counties.

• Data Estimate As Of: 9 June 2020
• Source: FHTX Active Duty and Retiree data
• POC Keith.sledd@hotda.org

8



9

HEART OF TEXAS DEFENSE ALLIANCE

Fort Hood Fast Facts

- **Current Authorized Military Strength: 35,745**
- **Current Assigned Military Strength: 36,786 Soldiers & Airmen**
- **Family Members: 51,678 (73.4% off-post)**
- **Civilian Employees (AF and NAF): ≈ 5,083**
- **AAFES and Commissaries: ≈ 1,381**
- **Contractors/KISD/Others: ≈ 4,828**

As of: 11 May 2021

} ≈ 99,756

CURRENT DEPLOYMENTS	
UNIT	APPROX # OF PERSONNEL
III Corps	163
1st Cavalry Division (DHHB, 1st ABCT)	3,340
3rd Security Force Assistance Brigade	0
13th Expeditionary Sustainment Command	0
1st Medical Brigade	195
3rd Cavalry Regiment	0
11th Signal Brigade	128
36th Engineer Brigade	0
48th Chemical Brigade	83
69th Air Defense Artillery Brigade	809
89th Military Police Brigade	177
504th Military Intelligence Brigade	3
166th Aviation Brigade	0
Carl R Darnall Army Medical Center	0
15th Military Intelligence Battalion	0
Total ≈	4,898

NORTH FORT HOOD Population:
706 Soldiers (4+ units) Mobilizing/Demobilizing

10

HEART OF TEXAS
DEFENSE ALLIANCE

QUESTIONS/COMMENTS

11

HEART OF TEXAS
DEFENSE ALLIANCE

Disabled Veterans 100% Tax Exemption

- On 11 December, the Comptroller released the Report on Property Tax Exemption for 100% Disabled Veterans requested by the 86th Legislature.
- The report outlines the impact to counties and cities with a base or located adjacent to a military installation.
- Based on the report, statewide there are 136,187 exemptions for \$27.9B in appraised value resulting in \$129.1M in lost tax levy.
- Total of 9 counties and 87 cities lose more than 2% of tax levy to 100% DV Tax Exemption. Potentially build support for action on mitigation.
- Unlikely to get traction in this legislative session due to pandemic budget impact and restricting but must maintain awareness of the issue for future action.

County	Number of Homestead Exemptions, Tax Code §11.131(b)	Appraised Value Lost to Homestead Exemptions, Tax Code §11.131(b)	Number of Homestead Exemptions, Tax Code §11.131(c)	Appraised Value Lost to Homestead Exemptions, Tax Code §11.131(c)	Total Property Tax Rate	Estimated Levy Loss, Tax Code §11.131(b)	Estimated Levy Loss, Tax Code §11.131(c)	Total Estimated Levy Loss, Tax Code §11.131	Calculated Total Levy	Total Estimated Levy Loss as a Percent of Calculated Total Levy
Bell County	8,167	1,530,039,478	597	76,062,526	0.42080	\$ 6,438,406	\$ 320,071	\$ 6,758,477	\$ 90,348,794	7.48%
Coryell County	1,431	208,733,327	144	14,111,157	0.54530	\$ 1,138,223	\$ 76,948	\$ 1,215,171	\$ 15,387,004	7.90%
Lampasas County	618	109,905,103	-	-	0.58919	\$ 647,550	\$ -	\$ 647,550	\$ 10,296,686	6.29%
**Over 5% Loss										
Cities										
Belton	154	33,774,378	14	2,167,998	0.65980	\$ 222,843	\$ 14,304	\$ 237,148	\$ 8,350,445	2.84%
Copperas Cove	1,111	154,104,908	106	10,248,006	0.78650	\$ 1,212,035	\$ 80,601	\$ 1,292,636	\$ 5,552,035	23.28%
Gatesville	61	7,851,822	7	594,415	0.56000	\$ 43,970	\$ 3,329	\$ 47,299	\$ 2,577,676	1.83%
Harker Heights	1,325	304,358,002	76	10,998,919	0.67700	\$ 2,060,504	\$ 74,463	\$ 2,134,966	\$ 12,766,588	16.72%
Kempner	32	3,904,780	-	-	0.24490	\$ 9,563	\$ -	\$ 9,563	\$ 110,342	8.67%
Killeen	4,622	733,024,559	332	36,230,912	0.74980	\$ 5,496,218	\$ 271,659	\$ 5,767,878	\$ 48,402,419	11.92%
Lampasas	71	10,702,295	-	-	1.16740	\$ 124,939	\$ -	\$ 124,939	\$ 5,340,891	2.34%
Morgan's Point Resor	75	15,113,430	5	747,859	0.59580	\$ 90,046	\$ 4,456	\$ 94,502	\$ 1,889,863	5.00%
Nolanville	195	47,946,366	6	679,945	0.51560	\$ 247,211	\$ 3,506	\$ 250,717	\$ 1,322,879	18.95%
Salado	36	10,789,122	6	1,416,538	0.57520	\$ 62,059	\$ 8,148	\$ 70,207	\$ 1,415,931	4.96%
Temple	765	135,214,432	75	11,486,791	0.67270	\$ 909,587	\$ 77,272	\$ 986,859	\$ 35,982,256	2.74%
**Over 5% Loss										
Source: 2019 Tax Year										12

12



CITY COUNCIL MEMORANDUM

AGENDA ITEM# III-2

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 1, 2021

RECEIVE AND DISCUSS AN UPDATE AND PRESENTATION FROM EXECUTIVE DIRECTOR TANEIKA DRIVER-MOULTRIE OF THE GREATER KILLEEN FREE CLINIC DBA GREATER KILLEEN COMMUNITY CLINIC.

EXPLANATION:

The Greater Killeen Community Clinic is a viable and innovative community partner in offering a comprehensive approach toward health, and a strong advocate for those who have limited or no access to health care services.

The City of Harker Heights funding for the Clinic has been as follows:

Fiscal Year (FY)	General Fund
FY 2020-2021	\$12,000
FY 2019-2020	\$9,500
FY 2018-2019	\$9,500
FY 2017-2018	\$9,500
FY 2016-2017	\$5,000
FY 2015-2016	\$5,000

ATTACHMENTS:

None



CITY COUNCIL MEMORANDUM

AGENDA ITEM# III-3

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 1, 2021

RECEIVE AND DISCUSS A PRESENTATION ON THE WASTEWATER IMPACT FEE STUDY AND THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE REQUIREMENT FOR THE WASTEWATER IMPACT FEE STUDY.

EXPLANATION:

On April 13, 2021, the City Council awarded Freese and Nichols, Inc. the engineering services contract for the Wastewater Impact Fee Study. Freese and Nichols will give a presentation on the study.

Chapter 395 of the Texas Local Government Code requires that the City Council appoint a Capital Improvements Advisory Committee (CIAC) to serve in an advisory capacity to the City Council. The CIAC will meet with Harker Heights staff and Freese & Nichols throughout the impact fee update process and will advise the City Council on the land use assumptions, capital improvement plans, and impact fee rates.

Chapter 395 provides for two membership options for the CIAC. The first option is an ad-hoc committee of at least five members where not less than 40% of the membership consists of representatives of the real estate, development, or building industries and at least one representative from the Harker Heights Extraterritorial Jurisdiction (ETJ). The second option is an ad-hoc committee consisting of the Planning & Zoning Commission, where at least one member is a representative of the real estate, development, or building industries, and an additional representative from the Harker Heights ETJ.

Staff recommends that the City Council utilize the second option and appoint the Planning & Zoning Commission plus one additional ETJ representative to the Capital Improvement Advisory Committee.

ATTACHMENTS:

None



CITY COUNCIL MEMORANDUM

AGENDA ITEM # III-4

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 1, 2021

RECEIVE AND DISCUSS GEXA ENERGY'S ANCILLARY SERVICE CHARGES.

EXPLANATION:

February's Winter Storm Uri resulted in the highest Energy and Ancillary Service charges experienced by electric consumers. As members of the Texas Coalition for Affordable Power (TCAP) that is served by TCAP's Retail Electricity Provider, Gexa Energy, the City of Harker Heights' energy costs remained stable during the winter storm. The storm's impact did, however, result in higher than anticipated Ancillary Services costs that will be billed under the "Ancillary Services and Nodal Basis Adjustment" specified under the Commercial Electricity Service Agreement (CESA) approved by the City Council on January 14, 2020.

Charges were determined by taking each Member's kilowatt hour usage on each day of the storm (February 14, 2021 to February 20, 2021) divided by TCAP's total usage for that day to reach a percentage of responsibility. The City of Harker Heights' portion is \$273,466. This amount is not an additional fee for Gexa Energy to make a profit but a pass-through billing per the CESA for the payments they have already made to the Electric Reliability Council of Texas for ancillary services.

TCAP has been lobbying at the legislature and has made comments at the Public Utilities Commission of Texas regarding pricing of these ancillary services charges. If they are successful at getting them to agree to reduce costs attributable to Winter Storm Uri, Gexa will reimburse the overage paid.

ATTACHMENTS:

None.



CITY COUNCIL MEMORANDUM

AGENDA ITEM# III-5

FROM: THE OFFICE OF THE CITY MANAGER

DATE: JUNE 1, 2021

RECEIVE AND DISCUSS A PRESENTATION ON THE BELL COUNTY COMMUNICATIONS CENTER 9-1-1 AND THE PROPOSED NEW AMENDED AGREEMENT FOR THE COMMUNICATIONS CENTER.

EXPLANATION:

The Bell County Communications Center handles all emergency 9-1-1 calls for all entities in Bell County. The Communications Center is housed at 708 W. Ave O in Belton. The Bell County Communications Center is run under an agreement between Bell County, Killeen, Temple, Harker Heights, and Belton. Under the agreement, the Center is funded by each entity per the number of law enforcement “events” each entity has. Bell County pays one-half of all of the Centers expenses and pays for all events in the County. For examples, an “event” occurs every time officers are dispatched to an incident or communicate a status such as doing a security check on a business at night. The most recent budget allocations for the Center are as follows:

Killeen	\$ 1,700,502.00
Temple	\$ 1,049,165.00
Harker Heights	\$ 398,778.00
Belton	\$ 329,941.00
Bell County	\$ 1,268,968.00 (Bell County Pays for County events)
Bell County	\$ 4,747,355.00 (Bell County Pays ½ of operating cost of Center)
Total	\$ 9,494,709.00

The original Agreement for the Bell County Communications Center was entered into on October 1, 2002. The E-Board (established in the Agreement), which is comprised of the Bell County Judge and the City Managers of the four cities, has been working on correcting some issues in the original agreement from 2002. Items revised in the Agreement are provided as Attachment one to this memo. A redlined copy of the Agreement is provided as Attachment two to this memo.

Bell County has already reviewed and approved the Agreement. Fellow cities are scheduled to approve the Agreement in early June. If all the changes are acceptable to Council, staff will bring the Agreement back at the next Council meeting for final approval.

ATTACHMENTS:

1. Notes of Revisions and Updates to the Agreement
2. Redline Copy of the Agreement

COMMUNICATIONS SYSTEM AGREEMENT

Notes of Revisions/Updates

- Table of Contents - Multiple changes to reflect wording changes in body of agreement. Removal of Exhibit A and B from Table of Contents.
- AMENDMENT (pg1:9-14) - Changed date of amendment and restatement to current effective date.
- Section 1 (pg2:13-14) - Added members of the RBO as Parties to the agreement.
- Section 1 (pg2:18) – Added the County as being provided services by the System.
- Section 3.A.1.a (pg4:33-38) – Changed order of rotation of Vice-Chair.
- Section 3.B (pg5:18) - Changed wording from “Comptroller” of System to “Auditor” of System.
- Section 3.D (pg6:8-9) - System Director-Added language “...the County Judge shall seek the advice and counsel of the Board before making an appointment.”
- Section 3.D.6 (pg6:29-33) - System Director/Reports to the Board-Added specifics “(a)...Notice...of any emergency expenditures...within 7 days, or as soon as practicable.” (b) Monthly member event count reports (c) Notifications...required by Section 4.F.
- Section 3.E (pg6:49-7:42) - RBO-Updated list of member agencies.
- Section 3.E (pg7:45-47) - RBO Entities-Added language “The Fort Hood Public Safety and Fire Departments and Bell County Communications Center Medical Director may also attend as a contributor (non-voting) to the RBO”.
- Section 3.E.1.a (pg8:6-16) - RBO Board-Changed the number of voting RBO members from 7 to 11 with each member city having both the Police Chief and Fire Chief now listed as voting members.
- Section 3.E.1.d (pg9:3-11) - RBO Secretary/System Director Minutes/Agendas-Agendas and supporting documents for meetings will be sent out at least 7 calendar days in advance. This was changed from 3 calendar days.
- Section 3.F.1 (pg9:17-18) - Updated System Board meeting schedule to “last Thursday of every odd numbered month”.

- Section 3.F.2 (pg10:3-10) - Updated RBO Board meeting schedule to “bi-monthly of the last Monday of each odd numbered month”. Included statement that additional meetings may be requested by the Chair “or by any two members of the RBO Board”.
- Section 3.F.2 (pg10:21-22) - Defined quorum for RBO Board voting purposes.
- Section 3.F.2 (pg10:26-29) - Added language to define role of RBO subcommittees.
- Section 3.F.7 (pg11:11-15) - Added voting section and defined “per capita” and “majority interest.”
- Section 4.C.1 (pg12:49-13:3) - Included due date of System Budget to the Cities and County of May 1st for FY beginning October 1st.
- Section 4.C.4 (pg13:13-15) - Added language that the County Judge “shall” seek advice and counsel from the System Board in the appointment of the System Director.
- Section 4.F (pg13:39-45) - Added “Duty to Notify Protocol Changes” section.
- Section 6.A (pg14:24-25) – Removed exception to effective date of fiscal year.
- Section 6.B.7 (pg15:25-40) - Defined “Capital Costs”.
- Section 8 (pg18:27) - Specified dollar threshold of more than \$100,000 for equipment expenses or equipment that is part of the backbone as County expenses.
- Section 8 (pg18:35-36) – Added wording for System Components approval by System Director to confirm compatibility.
- Section 10.E (pg20:22-24) – Added “Review of Agreement” section.
- Section 14.A (pg21:21-30) – The System will approve the capital cost buy-in of a new party to the agreement.
- Section 17 (pg22:33) - Removed “Tax Exempt bonds” section.
- Exhibit “B(1)” (pgB-1:4-14) - Established definition of “Events” and updated estimated assessment percentages.

COMMUNICATIONS SYSTEM AGREEMENT

TABLE OF CONTENTS

RECITALS	<u>PAGE</u>	
Section 1.	<u>Restatement and Recitals</u>	<u>1</u>
	<u>Purposes</u>	<u>2</u>
Section 2.	<u>Designation of System Operator</u>	<u>2</u>
Section 3.	<u>Governance</u>	<u>3</u>
A.	<u>Board of Directors</u>	<u>3</u>
1.	<u>Officers of Board of Directors</u>	<u>4</u>
(a)	<u>Designation of Officers</u>	<u>4</u>
(b)	<u>Duty of Officers</u>	<u>5</u>
(1)	<u>Chair and Vice-Chair</u>	<u>5</u>
(2)	<u>Secretary</u>	<u>5</u>
B.	<u>Comptroller Auditor of System</u>	<u>5</u>
C.	<u>Attorney for the System</u>	<u>6</u>
D.	<u>System Director</u>	<u>6</u>
E.	<u>Regulatory Board of Operations</u>	<u>7</u>
1.	<u>RBO Board</u>	<u>8</u>
(a)	<u>Board Members</u>	<u>8</u>
(b)	<u>RBO Board Officers</u>	<u>8</u>
(c)	<u>Duties of Chair and Vice-Chair</u>	<u>9</u>
(d)	<u>Secretary</u>	<u>9</u>
F.	<u>Meetings of System Board of Directors, RBO, and RBO Board</u>	<u>9</u>
1.	<u>Meetings of the System Board of Directors</u>	<u>9</u>
2.	<u>Meetings of the RBO Membership and RBO Board</u>	<u>10</u>
3.	<u>Meeting Rules</u>	<u>10</u>
4.	<u>Minutes</u>	<u>10</u>
5.	<u>Quorum</u>	<u>10</u>
6.	<u>Representation of the Regulatory Board of Operations</u>	<u>11</u>
7.	<u>Voting</u>	<u>11</u>
Section 4.	<u>Powers and Duties</u>	<u>11</u>
A.	<u>Authority of the County</u>	<u>11</u>
B.	<u>Communications Services to Other Agencies</u>	<u>12</u>
C.	<u>Authority of the Board of Directors</u>	<u>12</u>
D.	<u>Advisory Authority of the RBO</u>	<u>13</u>
E.	<u>User Committees</u>	<u>13</u>
Section 5.	<u>Facility</u>	<u>13</u>

1	Section 6.	Fiscal Year and Annual Budget.....	14
2	A.	Fiscal Year.....	14
3	B.	Annual Budget.....	14
4	C.	Budget Elements.....	15
5	1.	Payment of Assessments.....	15
6	D.	Budget Authority of Director.....	16
7			
8	Section 7.	Personnel.....	17
9	A.	Director.....	17
10	B.	Supervisory and Operations Positions.....	17
11	C.	Dispatcher Positions	
12	D.	Salaries and Benefits.....	17
13			
14	Section 8.	Capital Assets and Acquisitions.....	17
15			
16	Section 9.	Term of Agreement.....	18
17			
18	Section 10.	Termination or Withdrawal.....	18
19	A.	Termination.....	18
20	B.	Withdrawal.....	19
21	C.	Legal Redress.....	19
22	D.	Use of System and System Assets.....	19
23	E.	Review of Agreement.....	19
24			
25	Section 11.	Dissolution.....	20
26			
27	Section 12.	Disposition of Assets.....	20
28	A.	Process of Winding Up.....	20
29	B.	Asset Distribution.....	20
30			
31	Section 13.	Amendment to Agreement.....	20
32			
33	Section 14.	Additional Parties to Agreement.....	20
34	A.	Buy In.....	20
35	B.	Effective Date.....	20
36			
37	Section 15.	Street Use License.....	21
38			
39	Section 16.	Severability; Compliance with Applicable Law.....	21
40			
41	Section 17.	Tax Exempt Bonds	
42			
43	Section 18.	Force Majeure.....	22
44			
45		<u>Exhibit A (List of System Assets).....</u>	<u>A-1</u>
46		<u>Exhibit B (Assessment Percentages).....</u>	<u>B-1</u>
47			

1 AGREEMENT

2
3
4 THE STATE OF TEXAS

5
6 COUNTY OF BELL

7
8 AMENDMENT

9
10 The following is an amendment and restatement of this Agreement, taking into
11 account amendments approved by the Cities of Belton, Harker Heights, Killeen and
12 Temple, Texas (the "Cities") and Bell County, Texas (the "County"). The amendment
13 took effect on _____, 2020, the date of final approval by the County and the
14 Cities in accordance with Section 13 hereof. The original Agreement was dated
15 October 1, 2002.

16
17 In order to establish, operate and maintain a consolidated communications system
18 for the cities of Belton, Harker Heights, Killeen, and Temple, Texas (the "Cities"), and
19 throughout Bell County, Texas (the "County"), including the communities and agencies
20 served by the Bell County Sheriff's Office (including but not limited to those entities which
21 are part of the RBO as defined in Section 3F3E), the parties agree to the following:

22
23 This agreement, entered into this _____ day of _____ in
24 the year 20022020 by and among the Cities, and the County is entered into pursuant to
25 the provisions of Texas Government Code Ann. § 791.001 et seq (Vernon Supp. 1992)
26 (the "Act") relating to joint exercise of powers, for the purpose of operating and
27 maintaining a consolidated communications system. The Cities and the County shall
28 sometimes be referred to herein as the "Parties".

29
30 WITNESSETH:

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

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

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

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

1 WHEREAS, the Parties desire to operate and maintain a consolidated county-wide
2 public health and safety communications facility (hereinafter referred to as the "System"),
3 and to provide an orderly method for the accomplishment thereof; and
4

5 WHEREAS, the Parties desire to accomplish the aforesaid purposes by jointly
6 exercising their common powers in the manner set forth in this agreement.
7

8 NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits,
9 promises and agreements set forth herein, agree as follows:
10

11 **Section 1. Purposes**

12
13 The purpose of this agreement is to provide for the establishment, operation and
14 maintenance of a consolidated County-wide communications system (hereinafter, the
15 "System") by constructing, equipping, staffing, maintaining, and operating a facility or
16 facilities which provide call receiving and dispatching services to the Parties and members
17 of the RBO, by providing computers, radio systems and other equipment, and by further
18 providing the System to the Parties. A description of the initial System is attached hereto
19 as Exhibit "A".
20

21 The System will be provided ~~both~~ to (i) the Cities, (ii) the County, and ~~(iii)~~ to other
22 governmental entities, volunteer fire departments, EMS providers or other persons
23 providing public health and/or safety services with the County to serve as the contract
24 party for all such persons. Other services may be provided to other entities so long as
25 there is no degradation of public health and/or safety services. Contracts may further be
26 entered as provided in Section 4B regarding the extension of services beyond those
27 rendered to the contracting Parties, as part of the authorized purposes hereunder.
28

29 This agreement also establishes and provides a forum for discussion, study,
30 development and implementation of programs and services of mutual public health and
31 safety communications interest.
32

33 This agreement is made pursuant to and under the provisions of the Act relative to
34 the joint exercise of powers common to the County and the Cities.
35

36 **Section 2. Designation of System Operator**

37
38 Pursuant to and under the provisions of the Act, the Parties hereby appoint the
39 County to serve as system operator. In that regard, the County shall have overall
40 responsibility for System quality. The Parties acknowledge that System quality is subject
41 to cost efficiency and budget constraints, and that various sections of this agreement
42 impose requirements related to budget approval.
43

44 As System operator, the County shall provide staff (as employees of the County)
45 who shall be responsible for:
46

- 47 A. Training;
- 48 B. System Dispatch and Operations;
- 49 C. System Maintenance;

1 D. Undertaking such other duties as may be required by the System
2 Board of Directors (as defined below).

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

8
9 **Section 3. Governance**

10
11 A. Board of Directors

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

16
17 _____ 1. The System shall be intended to provide
18 comprehensive health and safety communications coverage to all
19 citizens of the County.

20
21 _____ 2. All System components shall be compatible with each
22 other.

23
24 (NOTE: See last sentence of Section 8 which reads, "All system
25 components must be approved by the System Director to confirm
26 compatibility with the System prior to the purchase of the same.)

27
28 _____ 3. The choice of System components and the operation
29 and maintenance of the System shall be based upon cost efficiency
30 (including budget constraints) and effectiveness, and upon a desire
31 to establish appropriate response to the health and safety needs of
32 the citizens of the County.

33
34 _____ 4. The Parties acknowledge that System quality is subject
35 to cost efficiency and budget constraints, and that various sections
36 of this agreement impose requirements related to budget approval.
37 These limitations shall not diminish the County's overall responsibility
38 for the System.

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

1 the other Parties' representatives and maintain an updated list of all Directors, alternates,
2 and the entities they represent. Each of the City Managers and County Judge shall
3 name his or her own alternate.

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

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

21
22 1. Officers of the Board of Directors

23
24 (a) Designation of Officers

25
26 _____ The officers of the Board shall be the Chair, the Vice-
27 Chair, and the Secretary.

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

35
36
37

FISCAL YEAR	VICE-CHAIR
02-03	Temple
03-04 19-20	Killeen
Belton	04-05 20-21
Harker Heights	05-06 21-22
23-24	Temple

38
39
40
41
42
43
44
45
46

47 _____ For all years after fiscal year ~~2005-2006~~ 2023 - 2024, the same rotation
48 shall be maintained.

_____ (b) Duty of Officers

_____ (1) Chair and Vice-Chair

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

_____ (2) Secretary

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

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.

1 C. Attorney for the System

2
3 The County Attorney shall be the Attorney for the System. Allocated costs for
4 these services shall be a part of the System budget. The Attorney shall advise the Board
5 in connection with any legal matters relating to the System, and shall attend meetings of
6 the Board as required to carry out his or her duties.
7

8 The Board may hire outside legal counsel in the event of a conflict of interest or
9 otherwise as desired by the Board.
10

11 The System Attorney shall report to the Board, and be responsible to the Board, in
12 the conduct of his or her duties as they relate to the System.
13

14 D. System Director

15
16 The System Director shall be appointed by the County Judge, in the manner
17 required by Section ~~4.C.4.~~ 4.C.4. However, the County Judge shall seek the advice
18 and counsel of the Board before making an appointment. The Director shall attend all
19 meetings of the Board as an advisory member. The Director shall be an employee of
20 the County. The Director shall be responsible for all operational and personnel matters
21 relating to the System. In particular, the Director shall:
22

23 _____ 1. enforce strict compliance with the approved annual
24 System budget and approve only expenditures authorized therein;
25

26 _____ 2. maintain an inventory of all property of the System and
27 serve as custodian of the property;
28

29 _____ 3. have overall responsibility for the operation and
30 maintenance of the System, subject to the specific authority retained
31 herein by the Board, and the general supervisory authority of the
32 County;
33

34 _____ 4. serve as Secretary of the Board of Directors and of the
35 RBO.
36

37 _____ 5. establish and maintain the Standard Operational
38 Procedures for the System.
39

40 _____ 6. ~~shall provide reports to the Board.~~ to include, but not
41 limited to:
42

43 _____ a. Notification to the Board of any emergency
44 expenditures needed for the System within 7 days, or as soon as
45 practicable.

46 _____ b. Monthly member event count reports

47 _____ c. Notifications as might be required by Section 4.F.
48

49 The Director may establish user committee(s) to assist Director in the maintenance

- 1 -Sparta Volunteer Fire Department
- 2 -Temple College Police Department
- 3 -Temple Police Department
- 4 -Temple Fire Department
- 5 -Texas A&M Central Texas Police Department
- 6 -Troy Police Department
- 7 -Troy Volunteer Fire Department
- 8 -University of Mary Hardin-Baylor Police Department

9

10 The entities or departments listed above and not a part of the County or the four

11 cities~~Cities~~ are referred to as the "Rural RBO Members". The Fort Hood Public Safety

12 and Fire Departments and Bell County Communications Center Medical Director may

13 also attend as a contributor (non-voting) to the RBO. Other entities that provide health

14 or safety services in the County may participate in the RBO upon the approving vote of

15 the RBO Board.

16

17 1. RBO Board

18

19 (a) Board Members

20

21 The voting body of the RBO (hereinafter, the "RBO Board") shall

22 consist of ~~seven~~ (eleven (11)) members, chosen as follows:

23

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

25

26 - Each Eight (8) members shall be the Fire Chief and Police

27 Chief from each of the four ~~(4)~~ Cities shall appoint one (1)

28 member.

29

30 - Two (2) members (one being a fire chief and one being a

31 chief law enforcement officer) shall be elected by the Rural

32 (i.e., non-City) RBO Members

33

34 ~~Scott and White EMS and Scott and White Helicopter Service may~~

35 ~~each have a non-voting member on the RBO Board.~~

36

37 In voting for the Rural RBO Board Members, each Rural RBO

38 department shall have one (1) vote.

39

40 RBO Board Members shall be elected or appointed annually, to

41 coincide with the System's fiscal year.

42

43 (b) RBO Board Officers

44

45 The RBO Board shall elect their Chair and Vice-Chair to conduct the

46 business of the RBO in the first meeting of each fiscal year. Each

47 officer will name his or her own alternate.

48

1 In the event that the Chair or Vice-Chair ceases to be an employee
2 of their respective agency, they will cease to be a member of the
3 RBO Board, and the resulting vacancy shall be filled by the entities
4 which originally elected or appointed such RBO Board member at
5 the next regularly scheduled meeting which follows the occurrence
6 of the vacancy.

7
8 (c) Duties of Chair and Vice-Chair

9
10 _____ The Chair shall preside at meetings of the RBO Board. In the
11 absence or inability of the Chair to act, the Vice-Chair shall act as the
12 Chair. The Chair, or in his/her absence the Vice-Chair, shall preside
13 at and conduct all meetings of the RBO Board.

14
15 (d) Secretary

16
17 _____ The System Director (or in the absence of the Director, a
18 designated member of the ~~Director's~~Director's staff) shall serve as
19 Secretary of the RBO Board. The Secretary shall send notice of
20 meetings of the RBO Board to its members, and shall keep minutes
21 of the meetings. The Secretary will deliver the agenda and
22 supporting documentation to each RBO Board member at least ~~three~~
23 ~~(3)~~seven (7) calendar days prior to the meeting. The Secretary shall
24 also post notice of any meeting of the RBO Board or UserRBO
25 Committees in the manner required by law, if any, and maintain the
26 minutes of committee meetings.

27
28 ~~The System Director shall also serve as Secretary of any meeting of~~
29 ~~the full RBO membership.~~

30
31 F. Meetings of the System Board of Directors, RBO and RBO Board

32
33 1. Meetings of the System Board of Directors

34
35 The Board shall conduct regular ~~meetings Thursday, holding at least one~~
36 ~~regular meeting each quarter.~~meetings on the last Thursday of every odd
37 ~~numbered month.~~ The first meeting after the start of each fiscal year shall
38 be the annual meeting. The date and hour of any regular meeting shall
39 be scheduled by order of the Board or by the Board Chair.

40
41 The Board shall provide for additional meetings as may be needed
42 depending upon the pressure of business. A called Board meeting shall
43 be called upon the request of the Chair or any two (2) Board members,
44 with the persons calling the meeting setting the date and hour thereof.
45 Absent an emergency, the Secretary of the Board shall give each Board
46 member at least three (3) calendar days notice of any specially called
47 Board meeting, such notice to set out the date, time, place, and proposed
48 subject matter of the meeting.

1 The location for the conduct of meetings shall be as determined by the
2 Board, and shall be the System's central dispatch building in the absence
3 of a contrary determination. Changes in the location must be made by
4 resolution of the Board or by the Chair, and notice of System Board
5 meetings shall be posted in compliance with applicable law.
6

7 2. Meetings of the RBO Membership and RBO Board 8

9 The RBO membership (including the RBO Board) shall conduct
10 regular meetings, holding at least one regular meeting every calendar
11 month odd numbered months unless the RBO Board determines otherwise.
12 Unless otherwise agreed by the RBO Board, regular meetings of the RBO
13 Board shall be bi-monthly on the last Monday of each odd numbered
14 month. The RBO Board may provide for additional meetings as needed
15 depending upon the pressure of business and as may reasonably be
16 requested by the Chair of the RBO Board, or by any two members of the
17 RBO Board. The date and hour of any regular meeting shall be scheduled
18 by order of the Chair of the RBO Board, a copy of the order to be filed with
19 the Secretary of the System Board of Directors. Absent a contrary
20 decision by the Chair of the RBO Board the location for the conduct of the
21 meetings shall be the System's central dispatch building. Absent an
22 emergency, the Secretary of the RBO shall give at least three (3) calendar
23 days days' notice of each RBO meeting to the members of the RBO.
24

25 Only the RBO Board shall have voting rights as to any matter before the
26 RBO, and any vote of the RBO Board shall be deemed taken on behalf of
27 the RBO as a whole. A majority of the RBO Board shall constitute a
28 quorum of the RBO Board, and the vote of a majority of RBO Board
29 members present at a meeting at which a quorum is present shall be
30 binding.
31

32 _____ The RBO Board may designate subcommittees for technical
33 or advisory projects, but subcommittees shall only make recommendations
34 or provide advice to the RBO Board, and the RBO Board must approve
35 subcommittee recommendations.
36

37 3. Meeting Rules 38

39 _____ The System Board and the RBO Board shall adopt rules for
40 conducting their respective meetings and other business.
41

42 _____ 4. Minutes 43

44 _____ The Director (or in the absence of the Director, the designated
45 member of the Director's staff) shall keep minutes of regular, adjourned
46 regular and special meetings of both the System Board and the RBO Board.
47 A copy of the System Board minutes and RBO Board minutes shall be
48 provided to each System Board member, the System Director, and to each
49 RBO member.

1
2 _____ 5. Quorum

3
4 _____ A majority of the System Board determined per capita
5 constitutes a quorum for the transaction of business by the System Board.
6 A majority of the RBO Board determined per capita constitutes a quorum
7 for the transaction of business by the RBO Board.
8

9 _____ 6. Representation of the Regulatory Board of Operations

10
11 _____ The Chairperson of the RBO Board will represent the RBO on
12 the Board of Directors. The RBO chair shall be a non-voting member of
13 the System Board of Directors, and shall attend all meetings of the System
14 Board.
15

16 7. Voting

17
18 For purposes of this Agreement, "per capita" means that each City and the
19 County shall have one vote each. "Majority in interest" means a group of
20 Cities and/or the County whose "use percentage" (shown on Exhibit B)
21 exceeds in the aggregate more than fifty percent (50%) during the year at
22 which such vote is taken.
23

24 **Section 4. Powers and Duties**

25
26 A. Authority of the County

27
28 In accordance with the provisions of the Act, the Parties hereby delegate to the
29 County, subject to the authority of the Board as set forth in Section 4C hereof, or otherwise
30 expressly reserved herein, the power to acquire sites and construct, equip, staff, maintain,
31 operate and lease, real and personal property (whether tangible or intangible), and related
32 facilities (all being a part of the System) and to employ personnel or engage the services
33 of others, for the purpose of providing for public health and safety communications in the
34 County. It is the intention of this paragraph that the County have complete authority to
35 carry out all activities related to the System, subject to the approval of the Board or the
36 other Parties only if such approval(s) are expressly set out elsewhere in this agreement.
37

38 In carrying out its responsibilities, the County shall be subject to the same
39 standards set forth in the first paragraph of Section 3A. As the provider of the System,
40 the County shall endeavor to meet desired quality standards established by the Parties
41 hereto, also taking into account cost efficiency, System effectiveness, budget constraints,
42 and System compatibility.
43

44 The County is authorized in its own name to perform all acts necessary for the
45 establishment, operation, and maintenance of the System, including, but not limited to,
46 any or all of the following:
47

48 _____ 1. to make and enter into contracts, it being understood
49 that all contracts regarding the System shall be entered in the name

1 of the County unless the Board determines otherwise;

2
3 _____2. to employ or engage the services of agents,
4 independent contractors, and employees;

5
6 _____3. to acquire, construct, manage, maintain and operate
7 any buildings, works, improvements, equipment, or other real or
8 personal property (whether tangible or intangible);

9
10 _____4. to acquire, hold, lease, or dispose of property;

11
12 _____5. to incur debts, liabilities or obligations, provided the
13 same shall be obligations of the County, with the only financial
14 obligations of the Parties being as set forth in Section 6 or Section
15 10 hereof (or at the option of the Parties, as set forth in Section 8
16 hereof);

17
18 _____6. to receive gifts, Assessments and donation of property
19 and funds, services and other forms of financial assistance, from
20 persons, firms and corporations and any governmental entity;

21
22 _____7. to provide or contract for communications services to
23 or with non-public agencies or other entities not a Party hereto;

24
25 _____8. to carry out the policies of the Board.

26
27 Such powers shall be exercised in the manner provided in the Act and as expressly
28 set forth in this agreement. The County shall not carry out any activities contrary to the
29 authority reserved to the Board in Section 4C hereof, or as otherwise expressly reserved
30 to the Board herein but it is further understood that the Board's sole authority in regard to
31 the System is as set out in Section 4C, or as otherwise expressly reserved to the Board
32 herein.

33
34 The County is hereby authorized to exercise its powers as needed to implement
35 the purposes of this agreement. The County is empowered and by this agreement
36 authorized to assess the Parties to finance the entire operation and maintenance of the
37 System in the manner set forth in this agreement.

38
39 **B. Communication Services to Other Agencies**

40
41 Upon the approval and recommendation of the Board of Directors, the County may
42 provide dispatch or other communication services to private agencies and/or public
43 agencies not a Party to this agreement, so long as there is no degradation of services to
44 the public health and/or safety. Such service shall be evidenced by contract or interlocal
45 government agreement.

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

5
6 C. Authority of the Board of Directors
7

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

10
11 _____ 1. The Board shall recommend the annual System budget
12 and provide a copy of the proposed budget to the Cities and the
13 County by each May 1 for the following fiscal year beginning each
14 October 1, provided, the final budget shall be adopted by the County.
15 In that regard, should any member of the Board request the same,
16 the Board shall recommend an annual System budget by vote of a
17 majority in interest (in the same manner referred to in Section
18 403.F.7) and not by a per capita vote.

19
20 _____ 2. The Board shall review System expenditures.

21
22 _____ 3. The Board shall consider the recommendations of the
23 RBO.

24
25 _____ 4. The County Judge shall appoint the System Director.
26 In making the appointment of the System Director, the County Judge
27 may shall seek advice and counsel from the Board.

28
29 _____ 5. The Board shall approve the provisions of
30 communications services to any entities not a Party to this
31 agreement, provided, the County shall ultimately approve the same
32 and be the contract party for such agreements.

33
34 D. Advisory Authority of the RBO
35

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

41
42 E. User Committees
43

44 User Committees members and chairs will be appointed by the RBO Board. The
45 Committees will be open to personnel directly employed by agencies represented in this
46 agreement, and will be representatives of the particular discipline being considered by
47 that committee. User Committees will make recommendations on proposed SOP.

1 User Committees should be comprised of individuals with expertise or experience in that
2 discipline. The System Director or his designee shall be a member of each Committee.

3
4 F. Member Duty to Notify of Protocol Changes

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

11
12 **Section 5. Facility**

13
14 The County is empowered to purchase, lease or otherwise obtain the use of an
15 existing facility or build a new facility for the purposes of locating and establishing the
16 consolidated communications center, all at the County's expense. The center proper
17 shall include at least the following: (1) dispatch area; (2) supervisors and management
18 administrative offices, including Director, operational and technical managers, clerical,
19 computer resource and reception office space; (3) radio equipment room; (4) computer/
20 telephone/recording equipment room; (5) storage for inventory, supplies and records; (6)
21 locker room; (7) bathroom/shower facilities; (8) kitchen; (9) lunch/break room; (10) multi-
22 purpose classroom, conference room and emergency operations center.

23
24 All equipment and materials within the facility will be supported and maintained
25 through an annual operational budget. All new equipment or materials used as part of
26 the "System" will be owned as set forth Section 8.

27
28 The Parties agree that this shall not be a contract for the financing or acquisition
29 of any of the assets comprising the System, including the center.

30
31 **Section 6. Fiscal Year and Annual Budget**

32
33 A. Fiscal Year

34
35 The System's fiscal year shall be the twelve month period commencing each
36 October 1, and ending the following September 30, ~~except if the effective date of this~~
37 ~~agreement is other than October 1, in which case the first fiscal year shall be the short~~
38 ~~year commencing the effective date and ending the following September 30.~~

39
40 B. Annual Budget

41
42 _____ 1. The System shall operate only under an approved
43 fiscal year budget. The System may not operate at a deficit. The
44 Parties shall pay for the entire costs of operation and maintenance
45 of the System, with annual System expenditures determining the
46 total amount of assessment required.

47
48 _____ 2. From the date of this Agreement through the end of
49 fiscal year ending September 30, ~~2007~~2020, the assessments and

1 Assessments shall be as set forth in Exhibit "B".
2

3 3. Each annual operating budget shall include a
4 reasonable reserve contingency. Money may be expended from
5 this reserve only with the express approval of the County. The
6 unspent portion of the reserve shall be carried forward to the next
7 fiscal year (in addition to the reserve Assessment for each such fiscal
8 year). The Auditor shall periodically report to the Board on the
9 amount on deposit in such fund, how the same is invested, and how
10 it is being expended.
11

12 4. The total assessment against each of the Parties will
13 be reduced by revenue from entities not a party hereto (i.e., not
14 otherwise expensed to serve the System), by unexpected or
15 unencumbered funds available at the end of each fiscal year prior to
16 the year for which the budget is applicable, or by other revenues
17 available to the System (in excess of amounts required by the
18 budget) as of the date such budget is determined. In that regard,
19 the Parties acknowledge that the County shall have the right to deny
20 service to entities other than the Cities unless such entities agree to
21 pay a share of System assessments. In that event, before any such
22 entity becomes a "Party" hereto, the same shall require those
23 approvals referred to in Sections 13 and 14 hereof.
24

25 5. In the event that emergency expenditures are required
26 to maintain System integrity in excess of amount budgeted therefore,
27 the County is authorized to incur the same first from the reserve, and
28 second from other funds available to the County. The budget for the
29 next fiscal year shall include amounts to restore such reserve fund,
30 or to reimburse the County for any unreimbursed expenditures,
31 respectively.
32

33 6. The budget shall be recommended to the County for
34 each fiscal year on or before ~~June~~May 1st prior to the beginning of
35 such fiscal year. A copy of the System budget and each Party's
36 assessment shall be delivered to each Party immediately after the
37 System budget is adopted.
38

39 7. Notwithstanding that the County is solely responsible
40 to pay all Capital Costs each year's System budget shall state those
41 Capital Costs the County anticipates it will incur during the same
42 following budget year.
43

44 For the purposes of this agreement, "Capital Costs" shall mean all
45 costs incurred by the County for assets having a useful life of longer
46 than one year from the date of acquisition and have a dollar value
47 greater than \$100,000 or that are associated with the communication
48 center building or backbone, regardless of the dollar value. The
49 backbone consists of the server room, the equipment at the tower

1 sites and the symphony consoles. Examples of building and
2 backbone assets include, but are not limited to, HVAC, UPS, parking
3 lots and dispatch consoles. The County shall determine which costs
4 are "Capital Costs" which benefit the System in accordance with
5 generally accepted accounting principles.

6
7 8. The Parties hereby agree that payment of the assessments shall
8 fairly compensate the performing Parties (including the County) for
9 the services or functions performed hereunder, as provided in the
10 Act.

11
12 89. As provided in Section 4.C.1, the System budget for
13 each fiscal year must be recommended by the System Board, but be
14 finally approved by the County. In that regard, the County shall
15 have discretion to follow its normal budget process as it would for
16 any unit of County government, including the authority to adopt the
17 final budget notwithstanding contrary recommendations of the
18 Board. The County may make adjustments to the budget during any
19 year if required to maintain System integrity.

20
21 C. Budget Elements

22
23 Each Party hereby agrees to pay an amount equal to its Assessment, as
24 based upon the assessment percentages as described in Exhibit "B."

25
26 The County shall be responsible for all capital expenditures, as may be
27 necessary to accomplish the purposes set forth in this Agreement for a consolidated
28 communications system.

29
30
31 1. Payment of Assessments

32
33 Upon adoption of the fiscal year budget by the County ~~(with~~
34 ~~the first budget anticipated to take affect with the fiscal year beginning~~
35 ~~October 1, 2002,~~ and the forwarding thereof to the governing bodies of the
36 Parties by the Board Secretary, unless otherwise specified by the order of
37 the Board, the ~~Assessment~~Assessments as described in Exhibit "B" ~~is~~are
38 automatically due and payable without further notice as follows:

39
40 October 15 25% of total Assessment
41 January 15 25% of total Assessment
42 April 15 25% of total Assessment
43 July 15 25% of total Assessment

44
45 In the event funds are not available as needed, the County
46 shall advance necessary funds as with any other division of County
47 government.

1 Amounts advanced by the County shall be deemed System expenditures,
2 to be reimbursed by all Parties in the next assessment due after each such
3 advance is made.

4
5 _____ Assessments shall be payable only from current revenues of
6 each Party, as provided in the Act. Each Party agrees to provide in its
7 annual budget for current revenues to be available in an amount adequate
8 for that Party's Assessment for the same fiscal year.

9
10 At least annually, the Director shall present a cost of service study to the
11 Board showing annual System costs as compared to budgeted line items.

12
13 A five (5)% late charge shall be imposed upon Assessment payments not
14 received within thirty (30) calendar days following the scheduled dates for
15 payment. An additional five (5)% shall be imposed if payment is not made
16 within an additional thirty (30) calendar days. If aan Assessment, including
17 late charges, is not paid in full within seventy-five (75) calendar days
18 following any scheduled due date, the Party shall be in default and subject
19 to termination upon the vote of a majority in interest (determined in
20 accordance with Section 6.B-23.F.7) of the other members on the Board.
21 The late Party shall not have the right to vote, or be counted in determining
22 a majority in interest.

23 24 D. Budget Authority of Director

25
26 The Director for the System has the power fully to implement the approved budget.
27 However, the Director may not exceed the personnel staffing authorized in the budget,
28 either in number, position, classification or salary. In addition, the Director may not
29 exceed any line item, utilize the reserve contingency, or exceed the total amount of
30 approved budgeted expenditures without the approval of the County.

31
32 The Director may recommend expenditures for approval separate from the budget
33 process, in which case the further recommendation of the Board and approval by the
34 County is required prior to any actual expenditure. The Director may also seek
35 authorization from the Board, and subsequently the County, for budgetary transfers or
36 budget adjustments as necessary.

37 38 **Section 7. Personnel**

39 40 A. Director

41
42 The Director is authorized to act on the behalf of the Board and the County in all
43 matters of personnel administration, given the positions and funding authorized by the
44 County in the annual System budget. This includes, but is not limited to, hiring,
45 supervisory direction, performance evaluations, disciplinary actions and terminations.

1 The County shall establish employment conditions and regulations, including
2 policies and procedures. Insofar as the staff will be County employees, the Personnel
3 Handbook shall be consistent with County employment policies.
4

5 System personnel shall be subject to grievance or other personnel procedures
6 applicable to County employees.
7

8
9 **B. Supervisory and Operations Positions**

10
11 The County shall employ supervisory and operations staff as approved in each
12 System budget. All such persons shall be employees of the County. All positions must
13 be recommended by the Board as part of the System budget process, and provided for
14 in the annual System budget adopted by the County. The County may utilize the
15 services of the personnel director of any of the Parties to create any needed class
16 specifications, job descriptions, or address other personnel matters.
17

18 **C. Salaries and Benefits**

19
20 The Board shall recommend, and the County shall determine, the salaries of the
21 System staff as part of the budget process. Employee benefits shall be determined in
22 accordance with the County's employee benefit plan for persons making such salaries.
23

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

25
26 Except as provided below, this agreement shall not be construed to require sharing
27 of any capital costs whatsoever. The Parties intend:

28
29 1. _____ ~~1. to~~ share the costs of operating and maintaining
30 the System, but

31
32 2. _____ The County shall be responsible for system capital costs, save and
33 ~~_____~~ except capital systemSystem improvements initiated by any other
34 party.
35

36 The County shall acquire and be the owner of the initial System, provided, the City
37 of Temple shall acquire and own the initial Intergraph Public Safety Contract and related
38 assets (with such assets and contract to be dedicated exclusively to the System, and to
39 be a part of the System throughout the term of this agreement). Thereafter capital assets
40 shall be acquired in the name of, and at the expense of the Cities or the County, as each
41 such purchasing Party shall determine from time to time. No new capital assets will be
42 acquired which would not be compatible with the System at the time of acquisition.
43

44 The County will determine what communications equipment is necessary to
45 operate and maintain the System. and be responsible for any equipment expense with
46 a dollar threshold of more than \$100,000 or that is part of the communication center
47 building or backbone.
48

1 Each Party shall have the right to add components (the "Separate Components")
2 to be used by such Party along with the System, but such Separate Components (a) shall
3 not be part of the "System" (i.e., not subject to the terms hereof) unless all Parties agree,
4 and (b) must be compatible with the remainder of the System.
5

6 All System Components must be approved by the System Director to confirm
7 compatibility with the System prior to ~~connection to~~ the system purchase of the same.
8
9

10 **Section 9. Term of Agreement**

11

12 This agreement shall be effective from the date of execution and shall extend to
13 September 30, 20072025. This agreement shall continue in full force and effect
14 thereafter, provided any Party may withdraw on two years notice as provided in Section
15 10 B, or a Party may be terminated as provided in Section 10 A.
16

17 Withdrawal or termination of any Party shall not have the effect of terminating this
18 agreement as to the remaining Parties. Should a Party withdraw or be terminated, the
19 Assessment percentages of the remaining Parties shall be adjusted to take into account
20 such withdrawal or termination.
21

22 **Section 10. Termination or Withdrawal**

23

24 A. Termination

25

26 Each Party shall remain a Party to this agreement and share in the costs of
27 operation and maintenance of the System until the end of the Term applicable to such
28 Party (being the latter of (a) September 30, 20072025, or (b) the period which is two years
29 after such Party gives written notice of withdrawal). If, in the interim, a Party defaults on
30 payment of any Assessment, or otherwise breaches this agreement, such Party shall be
31 subject to termination as a Party to this agreement upon the vote of a majority in interest
32 (determined in the same percentage as set forth in ~~Sections 6.B.2~~Section 3.F.7) of the
33 other Parties. The breaching Party shall not be entitled to vote on its own termination,
34 or be counted in determining a majority in interest. The terminated Party shall remain
35 liable for any defaulted payment and late charges for the period ending on the last day of
36 the fiscal year after the fiscal year in which the breach occurred. Such subsequent
37 Assessments will be determined as if the terminated Party were still a Party to the
38 agreement at the same Assessment rate in effect at the date of termination. The
39 Assessment will be due and payable at the same time Assessments are due from the
40 remaining Parties for the fiscal years in question.
41

42 The remaining Parties shall attempt to mitigate the damages caused by termination
43 by either obtaining other "Parties" hereto, or by reducing System expenses, but until any
44 mitigation actually occurs the terminated Party shall remain liable for its assessment in
45 full for the remainder of the ~~term~~Term. The type of activities to be taken in mitigation
46 shall be determined in the sole discretion of the remaining Parties.
47

48 All Parties agree that the System is configured, and System expenditures are
49 committed, on the understanding that all Parties will remain "Parties" at least until the end

1 of the Term, and that the payments to be made hereunder represent reasonable
2 liquidated damages and not a penalty.

3
4 B. Withdrawal

5
6 A Party may give notice of withdrawal as a Party to this agreement without penalty
7 provided such withdrawal shall not be effective prior to September 30, ~~2007~~2025, and
8 withdrawal shall be effective only upon two (2) year's written notice to the other Parties.
9 Such withdrawing Party shall perform all obligations under this agreement until the
10 effective date of withdrawal.

11
12 C. Legal Redress

13
14 The County shall have the right to seek legal redress, if necessary, to obtain
15 payment on amounts due, or otherwise to enforce the terms of this agreement.

16
17 D. Use of System and System Assets

18
19 Upon termination or withdrawal:

20
21 _____ 1. Any withdrawing or terminated Party shall no longer
22 receive services from the System after the effective date of
23 termination or withdrawal. The "effective date of termination" shall
24 be the end of the applicable period in Section 10A(i) or (ii). The
25 effective date of withdrawal is defined in Section 10B.

26
27 _____ 2. The withdrawing or terminating Party shall leave as
28 part of the System (i) those assets owned by it, (ii) previously used
29 as part of the System, and (iii) which the remaining Parties desire to
30 use as part of the System. If the remaining Parties desire to use
31 any such assets, they shall purchase the same at the then current
32 book value from the withdrawing or terminating party. If such a
33 purchase occurs, an offset may be taken of (i) any amount owed by
34 the withdrawing or terminating Party hereunder against (ii) the
35 amount paid for such assets, said offset to be taken at the time of the
36 purchase.

37
38 E. Review of Agreement

39
40 A review of this agreement will occur annually during ~~the~~each annual budget
41 process, ~~beginning with the FY 2006 budget.~~

42
43 **Section 11. Dissolution**

44
45 This Agreement may be terminated in its entirety only on or after
46 ~~October 1, 2007~~ _____, and then only with the unanimous consent of the
47 Parties. Dissolution shall only be effective upon the last day of the fiscal year, but shall
48 in no event be effective until the requirements of Section 12 are met. Any individual
49 Party may withdraw as provided in Section 10 B.

1
2 **Section 12. Disposition of Assets**

3
4 A. Process of Winding Up

5
6 This agreement may not be terminated or disposition of assets made to the Parties
7 to the agreement until the County reasonably exhausts all means of collecting any monies
8 due hereunder, and identifies and satisfies all obligations and liabilities related to the
9 System. A final accounting shall be prepared by the Auditor, and be submitted to the
10 County and the Board and be approved by both the County and the Board, before any
11 final disposition of assets may be made and termination of the agreement consummated.

12
13 B. Asset Distribution

14
15 Upon termination the Parties shall retain title to those assets purchased in their
16 individual names. As to any capital assets purchased in common ~~(as provided in~~
17 ~~Section 8)~~, and as to any monies held in System accounts, such capital assets and
18 monies shall be distributed according to the relative assessments paid by the Parties
19 during the five years immediately preceding termination.

20
21 **Section 13. Amendment to Agreement**

22
23 The agreement may be amended only by a unanimous vote of the Parties hereto
24 as of the date of the Amendment. Any proposed amendment shall be formally directed
25 to the Board. The Board shall then review the proposed amendment and forward the
26 proposed amendment with its own recommendation to the governing body of each Party
27 to the agreement. A proposed amendment must be approved by the governing body of
28 each Party to be effective. The Secretary shall notify each Party of the resultant action.

29
30 **Section 14. Additional Parties to Agreement**

31
32 Entities which are not Parties in this agreement, may become Parties hereto only
33 by amendment to this agreement as defined in Section 13 and subject to the following
34 terms and conditions:

35
36 A. Buy-in

37
38 A new Party's assessment shall be determined by formula approved by the Board.
39 Any Parties incurring capital costs for the System (anticipated to be solely the County)
40 shall determine the capital portion of any buy-in fee for long term fixed assets used in the
41 System (capital expenditures) and associated debt attributed to the System at the time of
42 the buy-in. Payment of such capital portion of the buy-in fee shall be made to the Parties
43 which previously incurred capital costs for assets used as part of the System, in proportion
44 to the costs paid by such Parties.

45
46 The Board may determine as an additional component of any buy-in fee a charge
47 to be made for the new Party's assuming the use of the operating System.
48

1 B. Effective Date
2

3 The effective date of the amendment to this agreement and inclusion as an
4 additional Party shall only occur on the first day of any fiscal year. Such public agencies
5 that become Parties hereto shall be entitled to all rights and obligations of "Parties" hereto
6 and may appoint one RBO Board member for each new Party and a representative to the
7 RBO Board as defined in this agreement.
8

9 **Section 15. Street Use License**
10

11 Each City hereby grants to the County a non-exclusive license to use the public
12 roads, streets, alleys, and rights-of-way of such City where the System is to be located.
13 This license shall be granted within each City so long as any Party is making use of the
14 System, notwithstanding the City granting such license may no longer be a party to this
15 agreement. This license is subject to any applicable City Charter limitations as to each
16 City. Each City reserves the right to oversee construction and maintenance of the
17 System within its City limits with regard to safety concerns or code requirements of such
18 City. Each City shall determine, in cooperation with the County, the location of the
19 System within such City. Such license is granted to allow, and limited to, all Parties to
20 this Agreement having authority to carry out the intents and purposes of this Agreement,
21 including but not limited to the right to install, remove, operate, maintain, modify, move
22 (but only with the consent of the City) or otherwise use the System. In consideration of
23 the public benefit to be derived by each City from the provision of the System, each City
24 agrees not to assess or impose any fee for any use of the System in furtherance of the
25 Agreement and in conformance with this limited license.
26

27 This license is not a franchise, nor is it intended to give any third parties (whether
28 profit or nonprofit) permission to lease, rent, purchase or access all or a portion of the
29 System for any purpose other than contemplated herein by the parties. Each City
30 reserves the right to require a franchise agreement from any user of the System not a
31 party to this Agreement.
32

33 **Section 16. Severability; Compliance with Applicable Law**
34

35 Should any part, term, portion or provision of this agreement, or the application
36 thereof to any person or circumstances, be in conflict with any State or Federal law, or
37 otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts,
38 terms, portions or provisions, or the application thereof to other persons or circumstances,
39 shall be deemed severable and shall not be affected thereby. The Parties further intend
40 for this Agreement to be modified to comply with any applicable state or federal law
41 (should it be determined not to be in compliance), and to remain binding between them
42 as so modified. In particular, but without limiting the generality of the foregoing, the
43 Parties intend for this Agreement to remain binding against each of them notwithstanding
44 any legal requirement that would alter the term hereof, or change the way in which any
45 party is required to pay its share of assessments; (i.e., the Parties will remain bound
46 hereunder, subject to such modified terms).
47

48 In carrying out its obligations hereunder, the County shall follow those laws
49 applicable to Texas counties.

1
2 **Section 17. ~~Tax Exempt Bonds~~**
3

4 ~~————The Parties acknowledge that the initial System is being financed with tax exempt~~
5 ~~obligations of the County and the City of Temple, and no use shall be made of any System~~
6 ~~assets which would cause such obligations to be "private activity bonds", "arbitrage~~
7 ~~bonds", or otherwise result in the interest on such obligations being includable in the gross~~
8 ~~income of the holders thereof for purposes of federal income tax.~~
9

10 **Section 18. Force Majeure.**
11

12 (a) If for any reason of "force majeure" any of the Parties hereto shall be
13 rendered unable, wholly or in part, to carry out its obligations under this agreement, other
14 than the obligation of the Parties to make the payments required under the terms of this
15 agreement, then if such party shall give notice and the full particulars of such reasons in
16 writing to the other Parties within a reasonable time after the occurrence of the event or
17 cause relied on, the obligation of the Party giving such notice, so far as it is affected by
18 such "force majeure", shall be suspended during the continuance of the inability then
19 claimed, but for no longer period, and such Party shall endeavor to remove or overcome
20 such inability with all reasonable dispatch. The term "force majeure" as employed herein
21 shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the
22 public enemy, orders or actions of any kind of the Government of the United States or of
23 the State of Texas or any civil or military authority, insurrections, riots, epidemics,
24 landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts,
25 arrests, restraints of government and people, civil disturbances, explosions, breakage or
26 accident to dams, machinery, pipelines, or canals or other structures or machinery, on
27 account of any other cause not reasonably within the control of the Party claiming such
28 inability. It is understood and agreed that the settlement of strikes and lockouts shall be
29 entirely within the discretion of the Party having the difficulty, and that the above
30 requirement that any "force majeure" shall be remedied with all reasonable dispatch shall
31 not require the settlement of strikes and lockouts by receding to the demand of the
32 opposing parties when such settlement is unfavorable to it in the judgment of the Party
33 having the difficulty.
34

35 (b) No damage shall be recoverable from the County or the Cities by reason of
36 the causes above mentioned.
37
38

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.
4
5

6 ~~The~~ City of Belton, Texas
7
8

9 BY: _____
10
11

12
13 ~~The~~ City of Harker Heights, Texas
14
15

16 BY: _____
17
18

19
20 ~~The~~ City of Killeen, Texas
21
22

23 BY: _____
24
25

26
27 ~~The~~ City of Temple, Texas
28
29

30 BY: _____
31
32

33
34 Bell County, Texas
35
36

37 BY: _____
38

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~~Aided Dispatch equipment ~~and software.~~

DRAFT

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, ~~2002~~2020 shall be used to establish assessments for the ~~2003-2004~~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.

~~(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".~~

Estimated assessment percentages and County Base Assessments for fiscal years ~~2002-2003 through 2006-2007~~2020-2021 are as follows:

**actual events, subject to annual review*

2002-2003	<u>Law En- forcement Count 2019 Calen- dar Year</u>	<u>As- sess men t *Us eBa sed on Us- age %</u>	<u>Us- age x 50%</u>	<u>Pro- posed Use x2020- 2021 Budget</u>
Belton	9.28	281405.98	196592	183625.00
Harker H	12.67	384204.07	207317	189613.00

		979	6678		
		159.	49.00		
		381	1,520.		
	32.2	6.45	395.4		
Killeen	991	5	3		
		896	7478		
		375.	65.00		
	29.5	081	1,078.		
	623.	1.67	736.9		
Temple	35	5	6		
Bell Co-	16.2	491247.50	942769	920132.00	
Bell Co-	-		270000	0.00	
	100	3032392.00	303239	2622661.00	

2003-

ENTITY *Use- Use x 65% New- 2002 Amt

Belton	9.28	6.03	182914	196595.00	
		249	2073		
Harker		732.	17.00		
HHeight	8.24	894.	391.3		
s	47	235	02.01		
Killeen	32.29	20.99	636454	667849.00	
Temple	29.56	19.21	582644	747865.00	
Bell Co-	16.2	10.53	319311	1212769.00	
Bell Co-	-	35.00	106133	0.00	
	100	100.00	303239	3032395.00	

2004-

ENTITY *Use- Use x 60% New- 2003 Amt

			1688		
	9.2	5.57	43.75		
	87.1	3.55	328.4		
Belton	1	5	71.94		
Harker H	12.67	7.60	230522	249732.89	
Killeen	32.29	19.37	587496	636454.22	
Temple	29.56	17.74	537825	582644.38	
		2947			
		48.79			
Bell Co	9.72	1,300.			
UseCou	28.1	14.0	952.1		
nty	6.2	80	6		
Bell Co-	-	40.00	121295	1061338.00	
	100	100.00	303239	3032394.75	

2005-

ENTITY *Use- Use x 55% New- 2004 Amt

Belton	9.28	5.10	154773	168843.75	
Harker H	12.67	6.97	211312	230522.67	
Killeen	32.29	17.76	538538	587496.21	

Temple	29.56	16.26	493006	537825.58
Bell Co-	16.2	8.91	270186	294748.79
Bell Co-	-	45.00	136457	1212958.00
	100	100.00	303239	3032395.00

2006-

ENTITY	*Use	Use x 50%	New	2005 Amt
Belton	9.28	4.64	140703	154773.44
Harker H	12.67	6.34	192102	211312.45
Killeen	32.29	16.15	489580	538538.19
Temple	29.56	14.78	448187	493006.78
Bell Co-	16.2	8.10	245624	270186.39

			1516
			197__
Bell Co	50.0		4,619,
BaseCo	000		858.5
unt	0		0_
			3032
			395__
	100.		9,239,
	000		717.0
Total	00	00	0_