



**Date:** March 7<sup>th</sup>, 2023  
**To:** Honorable Hill County Commissioners Court  
**From:** Chris Jackson, Hill County Emergency Management  
**Subject:** Hill County Radio System Primary User Agreement & Fees

**Background**

January 2<sup>nd</sup>, 2023 Hill County's 800Mhz system went live. Since it's gone live and we've been onboarding agencies, the one thing that we've been looking at is costs down the road. While the system we've gone with is ours, unlike others – it still will need routine maintenance and improvements as time goes on. Due to the upfront cost of the system and future costs, what is being proposed is a nominal user fee, as every other 800Mhz system has done that I am aware of. However, we aren't looking to profit from it but sustain it. We're suggesting charging \$15 per radio/console/control station and \$7 per BeOn Device, per month, paid yearly.

Additionally, we're asking for a budget to be created for the above funds to be deposited into, yearly and have them carried over each year. So if expansion is ever needed, maintenance performed or even radios purchased – we can do it from the radio system's budget.

With this Briefing is a Contract/Agreement that would be used with the Agencies who would be a primary user of the radio system that has been vetted by the County Attorney, David Holmes.

**Impact on Operations**

No negative impact for operations. This can be done with current staff and helps the system be self-sustainable for the long term.

**Financial Impact**

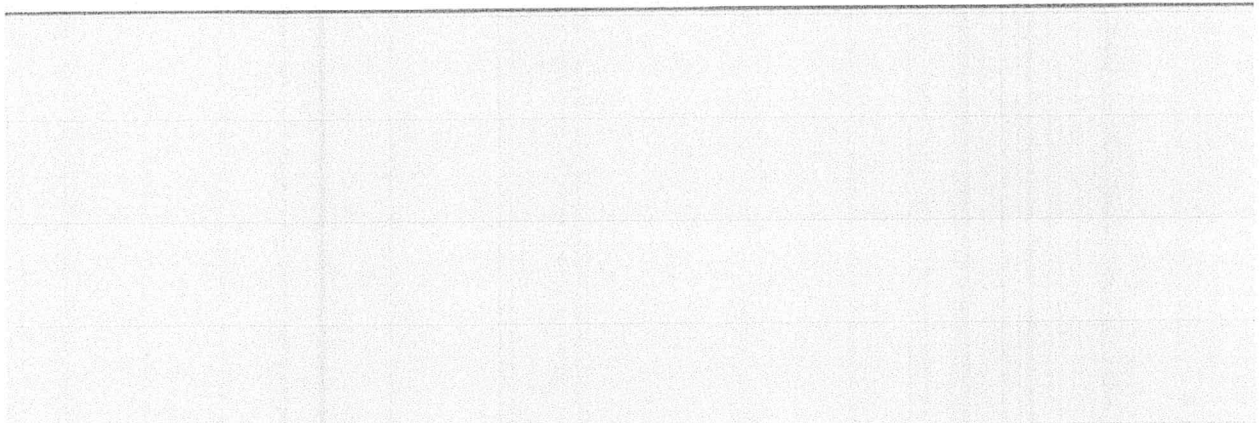
No negative financial impact for Hill County, in fact it should improve the final strain that radio systems cost.

**Recommendation**

The recommendation is to authorize a budget line item be created for the Radio System and funds to be deposited from agencies who join our radio system and those funds to be carried over yearly.

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Signature of Individual Submitting Court Briefing



COMMUNICATIONS SYSTEM AGREEMENT

CATEGORY 1 – GOVERNMENT ENTITY

This COMMUNICATIONS SYSTEM AGREEMENT (the "Agreement") is made and entered into by and between Hill County ("HC") acting herein by and through its duly authorized County Judge, and        [Name of Government Entity] ("USER"), acting herein by and through its duly authorized [Title of Approver], individually referred to as a "party," collectively referred to herein as the "parties." HC or Hill County shall include all employees, directors, officers, agents, and authorized representatives. USER shall include all employees, directors, officers, agents, and authorized representatives.

RECITALS

WHEREAS, this Agreement is made under the authority of Sections 791, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, Hill County owns, operates, and maintains Trunked Voice Radio Systems for the purpose of providing Public Safety voice radio communications and is the sole license holder of the HC Trunked Voice Radio Systems with all privileges and responsibilities thereof.

NOW THEREFORE, Hill County and USER agree as follows:

1. Grant of License. Hill County hereby grants the USER specific permission to operate USER's owned or leased field radio equipment or equipment attached and/or interfaced to the HC Trunked Voice Radio Systems (the "Radio System") infrastructure in accordance with the specific details and requirements for use as set forth in "Exhibit A, Terms of Use," which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.
2. Term. The Agreement shall become effective upon the signing of the Agreement by the County Judge of Hill County (the "Effective Date") and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in Exhibit A.
3. Compensation. USER shall remit payment to Hill County in the amount and manner set forth in Exhibit A.
4. Liability. Each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 4, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of

the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability.

5. Independent Contractor. It is expressly understood and agreed that USER shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the HC. Subject to and in accordance with the conditions and provisions of this Agreement, USER shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER acknowledges that the doctrine of *respondeat superior* shall not apply as between the HC, its employees, directors, officers, agents, and authorized representatives, and USER and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. USER further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between HC and USER.

6. Non-Appropriation of Funds. Hill County and USER will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

7. Right to Audit. USER agrees that the HC shall, at no additional cost to HC, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the USER involving transactions relating to this Agreement. USER agrees that HC shall have access during normal working hours to all necessary USER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. HC shall give USER reasonable advance notice of intended audits.

8. Assignment. USER shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of HC. Which such right shall be granted solely at the discretion of HC. Any assignment in violation of this provision shall be void.

9. No Waiver. The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. Governmental Powers/Immunities. It is understood and agreed that by execution of this Agreement, the neither HC nor USER waives or surrender any of its governmental powers or immunities.

11. Amendments. No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Confidential Information. To the extent permitted by law, USER for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the HC as confidential ("County Information") and shall not disclose any such information to a third party without the prior written approval of