

DEC 10 2018

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

**Submission Deadline - Tuesday, 12:00 PM before Court Dates**

**SUBMITTED BY: Douglas O'Neal**  
**TODAY'S DATE: November 29, 2018**

**DEPARTMENT: Radio System Management**

**SIGNATURE OF DEPARTMENT HEAD:**

**REQUESTED AGENDA DATE: 10 December 2018**

**SPECIFIC AGENDA WORDING: Execution and Acceptance of Amendment to Communication System Agreement Effective October 1, 2018 with the City of Burleson and the Keene ISD.**

**PERSON(S) TO PRESENT ITEM: Douglas O'Neal**

**SUPPORT MATERIAL: (Must enclose supporting documentation)**

**TIME: 10**

**ACTION ITEM:   x**  
**WORKSHOP**

(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY: X**

**IT DEPARTMENT:**

**AUDITOR:   x**

**PURCHASING DEPARTMENT: \_\_\_\_\_**

**PERSONNEL: \_\_\_\_\_**

**PUBLIC WORKS: \_\_\_\_\_**

**BUDGET COORDINATOR: \_\_\_\_\_**

**OTHER: \_\_\_\_\_**

**\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\***

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

**COURT MEMBER APPROVAL** \_\_\_\_\_ **Date** \_\_\_\_\_

THE STATE OF TEXAS §

§

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

**AMENDMENT TO  
COMMUNICATIONS SYSTEM AGREEMENT  
EFFECTIVE OCTOBER 1, 2018**

This Amendment to Communications System Agreement Effective October 1, 2018 (the "Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and City of Burleson ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the "Agreement") between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2018 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$19.35 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By:   
Roger Harmon, County Judge

Date: 12/10/18


Attest:

  
Becky Ivey, County Clerk



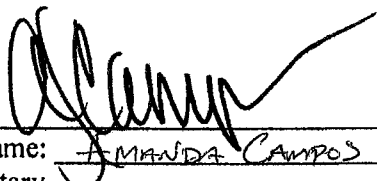
Date: 12/10/18

USER:

By:   
Printed Name: KEN SIETTER  
Title: Mayor

Date: 11/12/18

Attest:

By:   
Printed Name: AMANDA CAMPOS  
City Secretary

Date: 11/12/18

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AMENDMENT TO  
COMMUNICATIONS SYSTEM AGREEMENT  
EFFECTIVE OCTOBER 1, 2018

This Amendment to Communications System Agreement Effective October 1, 2018 (the "Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and Keene Independent School District ("USER"), an independent school district, acting herein by and through its duly authorized Board of Trustees, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the "Agreement") between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and


WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2018 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$22.66 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

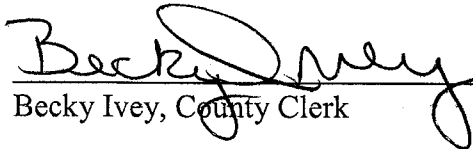
EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By:   
Roger Harmon, County Judge

Date: 12/10/18

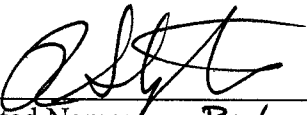
Attest:

  
Becky Ivey, County Clerk



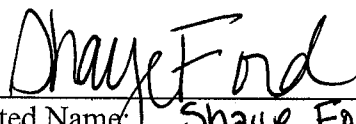
Date: 12/10/18

USER:

By:   
Printed Name: Ricky Stephens  
Title: Superintendent

Date: 11/12/18

Attest:

By:   
Printed Name: Shaye Ford  
ISD Secretary

Date: 11/12/18