

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 10/10/2023

Submitted By: _____

Department: Radio Management

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
COMMISSIONERS COURT OCT 10 2023 Approved

Description:

Consider and Approve Amendment to Communications System Agreement
Effective October 1, 2023 for the City of Joshua with Authorization for County
Judge to Sign-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: Douglas O'Neal

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) Treasurer

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

**AMENDMENT TO
COMMUNICATIONS SYSTEM AGREEMENT
EFFECTIVE OCTOBER 1, 2023**

This Amendment to Communications System Agreement Effective October 1, 2023 (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 the City of Joshua ("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, 2023 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$27.89 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: *CBK*
Christopher Boedeker, County Judge

Date: 10-10-23

Attest:

April Long
April Long, County Clerk



Date: 10-10-23

USER:

By: *Scott Kimble*
Printed Name: Scott Kimble
Title: Mayor

Date: 9/22/2023

Attest:

By: *Alice Holloway*
Printed Name: Alice Holloway
City Secretary

Date: 9/22/2023