

### **AGENDA PLACEMENT FORM**

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

**Date:** \_\_\_\_\_

**Meeting Date:** 2/12/2024

**Submitted By:** \_\_\_\_\_

**Department:** Radio Management

**Signature of Elected Official/Department Head:**

\_\_\_\_\_

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>
 <b>February 12, 2024</b>

**Description:**

Consider and Approve Amendment to Communications System Agreement  
Effective October 1, 2023 for Burluson Independent School District; with  
Authorization for County Judge to Sign-Radio Management

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 Burleson 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, 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: *Ch Boedeker*  
Christopher Boedeker, County Judge

Date: February 12, 2024

Attest:

*April Long*  
April Long, County Clerk



Date: February 12, 2024

**USER:**

By: *Staci Fisner*  
Printed Name: Staci Fisner  
Title: Board President

Date: 12-11-2023

Attest:

By: *Jerri McNair*  
Printed Name: Jerri McNair  
ISD Secretary

Date: 12-11-2023