AGENDA ITEM
CA27

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 9/9/2026

Meeting Date: 9/28/2026

Submitted By: County Judge's Office

Department: Radio Management

Signature of Elected Official/Department Head:

_____

Court Decision:
This section to be completed by County Judge's Office

Johnson County
APPROVED
Commissioners Court
9.28.2026

Description:

Consider and Approve Amendment to Communications System Agreement Effective October 1, 2026 Between Johnson County and the Keene ISD; with Authorization for County Judge to Sign- Radio Management

(May attach additional sheets if necessary)

Person to Present: _____

(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 ☐ Public Announcement

Check All Departments That Have Been Notified:

☐ County Attorney ☐ IT ☐ Purchasing ☑ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) TRS2; John McKinney

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

Approved in CC on 9/11/2023

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT EFFECTIVE OCTOBER 1, 2026

This Amendment to Communications System Agreement Effective October 1, 2026 (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, 2026, USER shall pay the County an Annual Subscriber Unit Fee in the amount of $32.02 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: _____ Date: 9/28/24
Christopher Boedeker, County Judge

Attest:

_____ Date: 9/28/24
April Long, County Clerk

USER:

By: _____ Date: 9/1/2026
Printed Name: ERIC D WELLS Jr
Title: Chief of Police

Attest:

By: _____ Date: 8/17/26
Printed Name: Emily McElroy
ISD Secretary