

THE STATE OF TEXAS §
COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS

**AMENDMENT NUMBER ONE
TO COMMUNICATIONS SYSTEM AGREEMENT**

This amendment to that certain Communications System Agreement 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 County Judge, and the City of Burleson, a Texas municipal corporation ("City") situated in Tarrant and Johnson Counties, acting herein by and through its Mayor.

RECITALS

WHEREAS, this Amendment is made under authority of Sections 791.001 through 791.029 of the Texas Government Code; and

WHEREAS, the County and City, collectively referred to as the "Parties", find that the subject of this Amendment is in the common interest of both parties and that the division of costs fairly compensates the performing parties for the services or functions provided in this Amendment; and

WHEREAS, the County has entered into a Communication System Agreement with the City of Fort Worth ("CFW") whereby the CFW has granted County specific permission to operate its owned Motorola Solutions ASTRO® Site Repeater System, Console System or equipment attached and/or interfaced to the CFW Project 25 Master Site located at the Eagle Mountain Communications Site at 6869 Bowman Roberts Road, Fort Worth, Texas (the "System"); and

WHEREAS, on August 12, 2013 the Parties entered into that certain Communication System Agreement ("CSA") which granted City a license and established terms and conditions for City's use of the System; and

WHEREAS, the Parties wish to amend the CSA to establish the terms and conditions for acquisition and use of the Remote Network Management Terminal for use with the System.

NOW, THEREFORE, the Parties agree to amend the CSA by incorporating fully into the CSA the following:

EXHIBIT B
REMOTE NETWORK MANAGEMENT TERMINAL

1. City agrees to purchase, at its sole cost and expense, the Remote Network Management Terminal ("RNMT"). The estimated cost of the RNMT is \$39,000.00. The RNMT will allow the user to configure radio user records, configure talkgroup records, create and modify radios, console and talkgroup aliases, and manage the MCC 7500 dispatch console system. The RNMT will be configured to allow the users access to their specific system records only.
2. City agrees to locate the RNMT at the location designated by County. However, City shall remain the owner of the RNMT and it shall be an asset of the City. City agrees to insure the RNMT and to replace the RNMT should the Parties agree replacement of the RNMT is necessary due to damage, malfunction, inadequate performance, or obsolescence.
3. City agrees to permit County and duly licensed Users of the County's System to utilize and access the RNMT under conditions established by the City and County. Use of the RNMT by City, County and County's duly licensed Users shall be subject to the terms and conditions established by the City of Fort Worth.
4. City shall have 24 hour access to the RNMT and the facility in which it is housed upon request made by City to County. As a courtesy to County, City shall attempt to provide County with at least four hours advanced notice prior to the time City access is needed.
5. In recognition of the benefit to County and its duly licensed System Users, County shall be responsible for payment of:
 - a. installation of a T1 line for the RNMT and the monthly recurring costs of said T1 line; and
 - b. all software, licensing, and hardware upgrades for the RNMT.
6. County may, should it choose to do so, recover the costs of 5. above through its Annual Subscriber Unit Fees (ASUF). County agrees to, in recognition of the City's purchase of the RNMT (as detailed in 1. above), exclude from the City's ASUF the City's prorata share of the costs in 5. above or, alternatively, to provide a credit on the ASUF amounts owed by the City in an amount equal to the City's prorata share of the costs in 5. above.
7. All other terms and conditions of the Communication Systems Agreement between the Parties shall remain unchanged and in full force and effect.

This Amendment shall be in full force and effect upon its execution by the Parties.

CITY OF BURLESON

JOHNSON COUNTY



Ken Shetter, Mayor

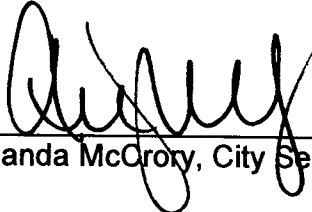
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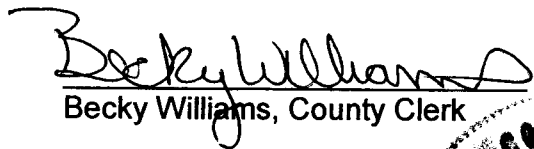
Roger Harmon, County Judge

Date: 4-14-14

Attest:



Amanda McCrory, City Secretary



Becky Williams, County Clerk

