

STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND           §

**SECOND AMENDMENT TO  
INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND  
CITY OF STAFFORD FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

This SECOND AMENDMENT of the INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF STAFFORD FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and City Of Stafford (hereinafter "City"), by and through its City Council.

**RECITALS**

WHEREAS, on or about October 28, 2014, the Parties entered into INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF STAFFORD FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY which was amended on or about October 25, 2016 both documents collectively referred to as "Agreement" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and City agree as follows:

I. Amendments

A. Section One is amended as follows:

1.2 This Agreement shall automatically renew each October 1, through September 30, 2020. The Agreement shall then renew as provided in this Agreement and in the Second Amendment effective October 1, 2019 through September 30, 2022, which is the amount of time agreed upon by the Parties whereby the services provided by the City would be paid for according to the cost of the vehicles being provided as compensation to City, as more fully described in Section 2.3(a)(2). This Agreement will then terminate September 30, 2022 unless renewed by written agreement between the Parties.

1.3 Renewals through September 30, 2022 will be on the same terms and conditions set forth herein, except for the rate of compensation which is subject to annual review and recalculation by County.

B. Section 1.5 is added to Section One as follows:

1.5 In the event that this Agreement is cancelled or terminated during the time described in Section 2.3(a)(2) due to the decision of or caused by the City, the City shall reimburse the County an amount equal to the purchase price of the vehicles less a prorated amount determined by the Fort Bend County Auditor and calculated by number of days the City completed performance proportionate to the total number of days the City was obligated to perform (past and future) if they had not cancelled or terminated this Agreement. Such reimbursement shall be due forty-five (45) days after the date of said cancellation or termination.

C. Section 2.3 is amended as follows:

2.3 County shall compensate CITY as follows:

a. County shall remit the following compensation to City for services provided:

1. Services provided beginning October 1, 2019 through September 30, 2022. No cash payment will be made for services provided by City. County will procure three (3) vehicles (collectively called "the vehicles"):
  - two (2) Police Package Chevrolet Tahoes vehicles and
  - one (1) a ½ ton truck (either a Ford F-150 or Chevy 1500)in accordance with all applicable laws and statutes pertinent to making such procurement.

The County will transfer title and possession of the vehicles over to the City within a reasonable time after the County acquires the vehicles. The Parties estimate the vehicles' cost to be approximately \$100,000.00. The specifications for the vehicles are attached hereto as Exhibit "One" and incorporated herein by reference. The City must accept the vehicles as payment for services by the County provided they substantially meet or exceed the specifications in Exhibit "One."

- b. The Annual Payment described in Section 2.3(a)(1) shall be made in one lump sum to CITY, no later than December 31, of each year.
- c. Rate of compensation for automatic renewals through September 30, 2022 shall remain the amount stated in Section 2.3(a) unless CITY is otherwise notified by County prior to October 1 of each year.
- d. The Parties acknowledge and agree that the compensation described in Section 2.3(a)(2) is calculated to be and is fair compensation to City for providing service to County for services beginning October 1, 2019 and ending September 30, 2022. The Parties further acknowledge and agree that upon tender of the

vehicles as compensation that no further compensation will be owed by County through September 30, 2022 for services provided.

II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this Second Amendment shall prevail.

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

By: \_\_\_\_\_  
KP George, County Judge

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

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

CITY OF STAFFORD

By: \_\_\_\_\_

Name: Leonard Scarcella

Title: Mayor

Date: October 3, 2019

ATTEST:

Smitta R. Lewis  
City Secretary

Date: October 3, 2019

Attachments:

EXHIBIT ONE: SPECIFICATIONS FOR VEHICLES

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$\_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

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Robert Ed Sturdivant, County Auditor

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