

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

This THIRD 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 and on or about October 22, 2019, 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 is renewed as of October 1, 2022 through September 30, 2025, 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, 2025 unless renewed by written agreement between the Parties.

1.3 This Renewal through September 30, 2025 will be on the same terms and conditions set forth in the Agreement.

B. 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, 2022 through September 30, 2025. 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 Tahoe 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. County reserves the right to substitute equivalent vehicles in the event that the stated vehicles are not available pursuant to the County's regular contracts.

b. 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, 2022 and ending September 30, 2025. 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, 2025 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 the most recently executed document 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: Cecil Willis Jr.

Name: Cecil Willis Jr.

Title: Mayor

Date: 06/01/2022

ATTEST:

Rafanne Benitez
City Secretary

Date: 06/01/2022

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.

Robert Ed Sturdivant, County Auditor