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COUNTY OF FORT BEND

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**SECOND AMENDMENT TO
AGREEMENT BETWEEN FORT BEND COUNTY AND
NEEDVILLE VFD FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY**

This FIRST AMENDMENT of the AGREEMENT BETWEEN FORT BEND COUNTY AND NEEDVILLE VFD 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 NEEDVILLE VFD (hereinafter referred to as "VFD ").

RECITALS

WHEREAS, on or about September 23, 2014, the Parties entered into the AGREEMENT BETWEEN FORT BEND COUNTY AND NEEDVILLE VFD FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY which is 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 VFD agree as follows:

I. Amendments

A. Section 2.3 is amended as follows:

2.3 County shall compensate VFD as follows:

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

1. Services provided through September 30, 2018: County agrees to pay VFD an Annual Payment of \$ 93,000.00 for services provided under Section 2.2 of this Agreement.
2. Services provided beginning October 1, 2018: County agrees to pay VFD an Annual Payment of \$ 115,000.00 for services provided under Section 2.2 of this Agreement; unless this amount is modified in accordance with Section 2.3(c) of this Agreement.
3. Services provided beginning October 1, 2023: County agrees to pay VFD an Annual Payment of \$15,000.00 for services provided under Section 2.2 of this Agreement; unless this amount is modified in accordance with Section 2.3(c) of this Agreement.

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 First Amendment shall prevail.

III. Execution

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

FORT BEND COUNTY

By: _____
K P George, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

VFD

By: Gerald Mathews
Name: GERALD MATHEWS
Title: FIRE CHIEF
Date: 10-24-23

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

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