

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**1ST AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND VILLAGE OF
 PLEAK VOLUNTEER FIRE DEPARTMENT FOR FIRE PROTECTION
IN UNINCORPORATED FORT BEND COUNTY**

THIS 1ST AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND VILLAGE OF PLEAK VOLUNTEER FIRE DEPARTMENT FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY ("1ST Amendment") is entered into between Fort Bend County, by and through the Fort Bend County Fire Marshal (hereinafter referred to as "County") and Village of Pleak Volunteer Fire Department (hereinafter referred to as "VFD").

WHEREAS, section 352.001 of the Texas Local Government Code authorizes the County to purchase fire-fighting equipment and enter into an agreement with an incorporated volunteer fire department to provide fire protection to an area of the county that is located outside the municipalities in the county;

WHEREAS, the parties previously executed an Agreement Between Fort Bend County and Village of Pleak Volunteer Fire Department For Fire Protection in Unincorporated Fort Bend County ("Agreement") on or about October 7, 2014 which has automatically renewed and remains effective, attached hereto as "Exhibit A" and incorporated by reference; and

WHEREAS, the County desires to furnish fire-fighting equipment to VFD for the VFD's use in performance of Services under the Agreement.

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

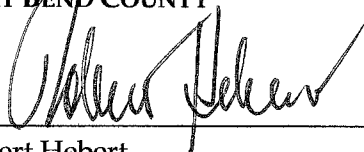
1. County shall purchase and provide for the installation costs of six (6) portable radios ("Radios") through HGAC Contract RA05-15, as described in Exhibit B.
2. VFD clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment, that County shall have available the total maximum sum of twenty-two thousand two hundred eighteen dollars and 90/100 (\$22,218.90), specifically allocated to fully discharge any and all liabilities County may incur for the purchase and installation of the Radios under this Amendment. The provision of Radios by the County under this Amendment is not compensation as described in Section Two of the Agreement attached as Exhibit A. The costs expended by the County for the provision of Radios does not affect the amount of compensation paid by County upon renewal of the Agreement unless specifically agreed to in writing by County upon renewal of the Agreement.
3. Once installation/delivery of the Radios is complete, County assigns any and all rights, title, interests, and warranties in the Radios to VFD. VFD is the owner of the Radios and carries all rights and responsibilities for the property. Accordingly, VFD further understands and agrees that County shall bear no further responsibility for the Radios or for any cost or fee concerning the Radios except as shown on Exhibit B. VFD understands and agrees that County is not responsible for repair, replacement, maintenance, license, network access, or for any other cost or fee attributed to the Radios.

4. VFD SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF VFD, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AMENDMENT THAT RESULT FROM THE ACT, ERROR, OR OMISSION OF VFD OR ANY OF VFD'S AGENTS, SERVANTS OR EMPLOYEES.
5. The automatic renewal provisions in Section One of the Agreement attached as Exhibit A do not apply to this Amendment, the provision of the Radios or the payment of installation fees. Once the Radios have been purchased and installed/delivered to VFD, County's obligations under this Amendment are extinguished.

All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY



Robert Hebert,

Fort Bend County Judge

March 8, 2016

Date

ATTEST:



Laura Richard,

Fort Bend County Clerk

VILLAGE OF PLEAK VOLUNTEER
FIRE DEPARTMENT



Authorized Agent - Signature

LARRY BITTNER

Authorized Agent- Printed Name

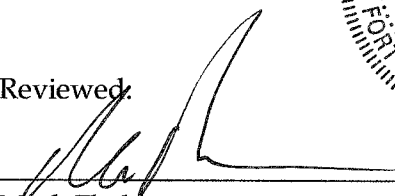
MAYOR

Title

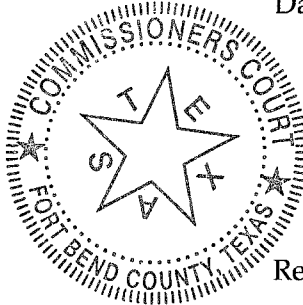
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Date

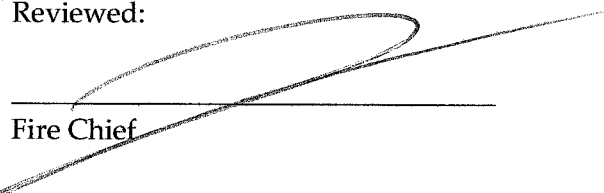
Reviewed:



Mark Flathouse,
Fort Bend County Fire Marshall



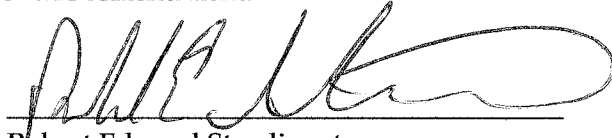
Reviewed:



Fire Chief

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 22,218.90 to accomplish and pay the obligation of Fort Bend County under this Amendment.

A handwritten signature in black ink, appearing to read 'R. E. Sturdivant', is written over a horizontal line.

Robert Edward Sturdivant,
Fort Bend County Auditor

Exhibit A – Agreement Between Fort Bend County and Village of Pleak Volunteer Fire
Department For Fire Protection in Unincorporated Fort Bend County

Exhibit B – Pricing for Motorola Radios through HGAC Contract RA05-15

**PLEAK VFD
REGIONAL RADIO SUBSCRIBER EQUIPMENT**

HGAC CONTRACT RA05-15

Package# APX6000-HCM3 APX6000 X/E MODEL 2.5					
Item	Quant	Model	Description	HGAC PRICING	Extended
1	6	H98UCF9PW6 N	APX6000 X/E RUGGEDIZED 700/800 MODEL 2.5 PORTABLE	\$ 3,076.00	\$ 18,456.00
1a	6	QA02006	ENH: APX6000XE RUGGED RADIO	\$ -	\$ -
1b	6	Q806	ADD: ASTRO DIGITAL CAI OPERATION	\$ -	\$ -
1c	6	H38	ADD: SMARTZONE OPERATION	\$ -	\$ -
1d	6	Q361	ADD: P25 9600 BAUD TRUNKING	\$ -	\$ -
1e	6	QA00580	ADD: TDMA OPERATION	\$ -	\$ -
1f	6	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$ -	\$ -
1g	6	Q947	ADD: RADIO PACKET DATA	\$ -	\$ -
1h	6	QA01767	ADD: LINK LAYER RADIO AUTHENTICATION	\$ -	\$ -
1i	6	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	\$ -	\$ -
1j	6	H885BK	ADD: 2 YR REPAIR SERVICE ADVANTAGE(3YR TOTAL)	\$ -	\$ -
1k	6	QA01427	ALT: HIGH IMPACT GREEN	\$ -	\$ -

Total \$ **18,456.00**

PACKAGE# APX6500-HCM1 APX6500 LI					
Item	Quant	Model	Description	HGAC PRICING	Extended
1	0	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$ 2,607.20	\$ -
1a	0	QA02756	ENH: 9600 OR 3600 SINGLE SYSTEM DIG	\$ -	\$ -
1b	0	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY 01A7	\$ -	\$ -
1c	0	GA 00804	ADD: APX O2 CONTROL HEAD	\$ 75.00	\$ -
1d	0	G444	ADD: CONTROL HEAD SOFTWARE	\$ -	\$ -
1e	0	G67	ADD: REMOTE MOUNT MID POWER	\$ -	\$ -
1f	0	G174	ADD: ANT 3DB LOW-PROFILE 762-870	\$ -	\$ -
1g	0	B18	ADD: AUXILARY SPKR 7.5 WATT	\$ -	\$ -
1h	0	W947	ADD: RS232 PACKET DATA INTERFACE	\$ -	\$ -
1i	0	G996	ENH: OVER THE AIR PROVISIONING	\$ -	\$ -
1j	0	G24	ENH: 2 YR REPAIR SERVICE ADVANTAGE (Total of 3 years)	\$ -	\$ -
1k	0	GA00580	ADD: TDMA OPERATION	\$ -	\$ -
1l	0	GA01767	ADD: APX6500 RADIO AUTHENTICATION	\$ -	\$ -
1m	0	W22	ADD: PALM MICROPHONE	\$ -	\$ -
1n	0	G201	ADD: IMPACT GREEN COLORED HOUSING (O2 CH)	\$ -	\$ -

Total \$ **-**

APX6000 ACCESSORIES					
Item	Quant	Model	Description	HGAC PRICING	Extended
1	6	NNTN8092	IMPRES Lilon 2300mAh Subm(Delta T)Battery - Ruggedized (FM)	\$ 99.40	\$ 596.40
2	6	HMN4101	IMPRES RSM w/Jack no Channel no display, Delta-T	\$ 213.00	\$ 1,278.00
3	6	WPLN7080	IMPRES Single Unit Charger	\$ 88.75	\$ 532.50
4	0	NNTN7065	IMPRES Multi Unit Charger, Non-Display	\$ 559.48	\$ -

TOTAL \$ **2,406.90**

1 I/A	Installation Services	\$ 1,356.00
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TOTAL \$ **22,218.90**
HGAC Fee (PAID) \$ **333.28**
TAX **EXEMPT**
SHIPPING **FREE**
TOTAL \$ **22,218.90**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

village of pleak fire dept
richard, TX United States

Certificate Number:

2016-20645

Date Filed:

03/02/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

fort bend county

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

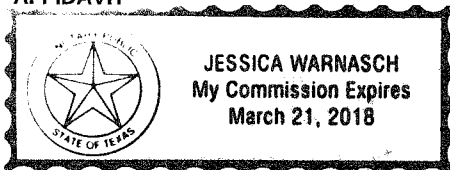
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radio equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jordan Blegen, this the 2nd day of march, 2016, to certify which, witness my hand and seal of office.

Jessica Warnasch
Signature of officer administering oath

Jessica Warnasch
Printed name of officer administering oath

Clerk II
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

village of pleak fire dept
richard, TX United States

Certificate Number:
2016-20645

Date Filed:
03/02/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

fort bend county

Date Acknowledged:
03/08/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

13644
radio equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath