

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

This FIRST 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 attached hereto as Exhibit "One" 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, 2016. The Agreement shall then renew as provided in this Agreement and in the First Amendment effective October 1, 2016 through September 30, 2019, 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, 2020 unless renewed by written agreement between the Parties.

1.3 Renewals through September 30, 2016 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 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 through September 30, 2016: County agrees to pay CITY an Annual Payment of \$53,000.00 for services provided under Section 2.2 of this Agreement.
2. Services provided through September 30, 2019: No cash payment will be made for services provided by City. County will procure three (3) Police Package Chevrolet Tahoes vehicles ("the vehicles") 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 "Two" and incorporated herein by reference. The City must accept the vehicles provided they substantially meet or exceeds the specifications in Exhibit "Two," as payment for services by the County.

- 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, 2016 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, 2016 and ending September 30, 2019. 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, 2019 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 First Amendment shall prevail.

III. Execution

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

FORT BEND COUNTY

By:

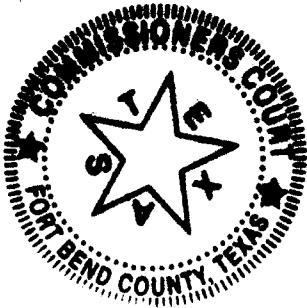
Robert E. Hebert
Robert E. Hebert, County Judge

Date:

10-25-16

ATTEST:

Laura Richard
Laura Richard, County Clerk



CITY OF STAFFORD

Name:

Leonard Scarcella

Title:

Mayor

Date:

September 22, 2016

ATTEST:

Jomika R. Lewis
City Secretary

Date:

Sept. 22, 2016

Attachments:

EXHIBIT ONE: INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF STAFFORD FOR FIRE PROTECTION IN UNINCORPORATED FORT BEND COUNTY

EXHIBIT TWO: SPECIFICATIONS FOR VEHICLES

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 100,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

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