

**FIRST AMENDED AGREEMENT BETWEEN MATAGORDA COUNTY AND
CITY OF BAY CITY FOR MATAGORDA COUNTY FIRE DEPARTMENT PAGERS**

THIS AGREEMENT is made and entered into by and between Matagorda County, Texas ("County"), acting by and through its governing body, and the City of Bay City ("City"), acting by and through its governing body.

RECITALS:

WHEREAS, this Agreement and the activities described herein are authorized by the Interlocal Cooperation Act, Chapter 791 of the Tex. Gov't Code; and

WHEREAS, the City of Bay City handles all dispatching for all fire departments within Matagorda County, and each separate fire department has a different method for notification. City is seeking a grants and funding ~~from the Lower Colorado River Authority~~ in the amount of \$50,000.00 for the purchase of 62 pagers. ~~If the City receives the grant, County and City agree to split the costs of the matching funds;~~

WHEREAS, this agreement is a voluntary undertaking by Matagorda County; and

WHEREAS, the Participating Entities desire to enter this Interlocal Cooperation Agreement to serve the public by ensuring the quick and efficient dispatching of units to fire related distress calls; and

WHEREAS, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and City agree as follows:

TERMS:

1. City may apply for a grants ~~in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) with the Lower Colorado River Authority~~ necessary for the purpose of purchasing approximately 60 pagers to be dispersed and utilized by all fire fighting departments in Matagorda County.
2. ~~Upon notification by City that it has been awarded the grant,~~ County agrees to a cost share of ~~the matching fund requirement up to the amount of~~ Five Thousand and no/100 dollars (\$5,000.00).
3. ~~City and County will equally share the amount of pagers purchased by the awarded grant.~~ For the contribution of Five Thousand and no/100 Dollars (\$5,000.00), XXX at least one new pager shall be assigned to each existing County Volunteer Fire Department. pagers shall be assigned to the County.
4. City and County will Maintain documentation of the assignment of pagers to each respective fire department through the City and County with each respective entity's Radio Coordinator in charge or keeping inventory.
5. City and County may mutually agree to share a disproportionate amount of pagers at any time.

6. City and County may agree to purchase additional pagers at their own costs and notify each other of such purchase.

7. City and County agree that any fire fighting notification pagers purchased within the scope of this Agreement shall be subject to the terms herein.

~~8. City and County agree that the term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than thirty (30) days prior to the expiration of the term of this Agreement.~~

9. All notices and communications permitted or required under this Agreement are to be mailed by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

City of Bay City
Attn: Mayor
1901 Fifth Street
Bay City, Texas 77414

Any notice permitted or required to be given to County by City may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

Matagorda County
Attention: County Judge
1700 7th St., Room 301
Bay City, Texas 77414

With a copy to:

Chris Peikert, Radio Coordinator for Matagorda County
Or his successor
1700 7th St., Room 103
Bay City, Texas 77414

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

9. Nothing contained in this Agreement shall be construed to place County and City in the relationship of principal and agent, master and servant, partners, or joint venturers.

10. Neither party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. The parties specifically reserve any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

11. This instrument constitutes the entire Agreement between the Parties relating to rights granted and obligations assumed. Any oral representations or modifications concerning the Agreement are of no force or effect except a subsequent written amendment signed by the Parties

12. This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is Matagorda County, Texas.

VIII. SIGNATURES

IN WITNESS WHEREOF, this instrument has been executed on behalf of County by a duly authorized representative of County, and on behalf of City by a duly authorized representative of the City. This Agreement shall be of no force or effect until signed by the presiding elected County Judge.

EXECUTED ON the ____ day of _____, 2024~~3~~.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

MATAGORDA COUNTY

STEPHANIE WURTZ
COUNTY CLERK

BOBBY SEIFERMAN
COUNTY JUDGE

ATTEST:

CITY OF BAY CITY

JEANNA THOMPSON
CITY SECRETARY

ROBERT NELSON
MAYOR