

FILED
AT 2:45 O'CLOCK P. M.
MAR 06 2019
NOT PUBLIC RECORDS
COUNTY CLERK
HIDALGO COUNTY TEXAS

Amendment No. 1 to Master Lease/Rental Agreement

This Amendment No. 1 to Master Lease/Rental Agreement ("Amendment") is dated Feb. 26th 2019 and is between Rush Truck Leasing, Inc. ("Owner") and the County of Hidalgo, Texas ("Customer").

Owner and Customer are entering into a Master Lease/Rental Agreement dated concurrently herewith ("Agreement"). Owner and Customer desire to amend the Agreement as set forth herein and therefore agree as follows:

1. **Defined Terms.** Defined terms used but not defined in this Amendment are as defined in the Agreement.
2. **Section 9.** The third sentence of Section 9 is hereby amended as follows:
 - a. "\$2,500" is deleted and replaced with "\$25,000"; and
 - b. the language "Waterborne Exclusion," is deleted.
3. **Section 12.** The first sentence of Section 12 is hereby amended to insert the following at the beginning of the sentence:

"To the extent permitted under the constitution and laws of the State of Texas,"
4. **Section 15.** Section 15 is hereby amended to insert the following at the beginning of the first sentence of each of the first and second paragraphs:

"To the extent permitted under the constitution and laws of the State of Texas,"
5. **Section 16.** Section 16 is hereby amended to insert the following at the end of the section:

", to the extent permitted under the constitution and laws of the State of Texas"
6. **Section 22.** Section 22 is hereby amended to replace any reference to "Bexar" with "Hidalgo"
7. **Section 24.** Section 24 is hereby deleted.

That all terms and conditions of the original Agreement shall remain in full force and effect.

AGREED AND ACCEPTED:

OWNER:

By: *Sean Shaw*

Title: *Inventory Manager*

Date: *3/7/19*

CUSTOMER:

By: *Richard Cortez*
Richard Cortez

Title: *Hidalgo County Judge*

Date: _____

APPROVED BY
COMMISSIONER OF COURT
DATE: *3/5/19* *[Signature]*

**SCHEDULE A-1
MONTHLY EQUIPMENT RENTAL
(Less Than 6 Months)**

March 5 R INITIALS

This Schedule A is made a part of the Master Lease/Rental Agreement dated ~~February 8, 2019~~ (the "Agreement"), between Rush Truck Leasing, Inc., a Delaware corporation ("Owner") and Hidalgo County Precinct 1 ("Customer"). All capitalized terms not otherwise defined shall have the respective meanings set forth in the Agreement.

EQUIPMENT DESCRIPTION:

Agreement Number:	PO #	Insured Value \$240,000.00
Customer's Equipment Use Location:	Mercedes, TX	
Vehicle Unit Number:	955-1185	
Commencement Date:	TBD	
Truck:	2018 Peterbilt 348	
Vehicle ID Number:	2NP3LJ0X0JM479797	
Equipment Type:	BUILTRITE GRAPPLER 88TM	
Equipment ID Number:	BR6638	

BASE RENTAL PAYMENT: Payable: Monthly

1) Rental Charge		
Monthly Rate:	\$6,400.00	\$6,400.00
Weekly Rate:	\$0.00	
Daily Rate:	\$0.00	

2) **Other:** **\$0.00**

3) **Sales Tax: 0.00%** **\$0.00**

Base Rental Payment: \$6,400.00

(*denotes non-taxable items)

Mileage Rate Over Base Miles:	\$0.50	\$0.00	<u>R</u> INITIALS
Base Miles:	250		
Beginning Miles:	0		

TERM: Minimum Term (in Months)..... 1

The term of the rental shall commence on the date an item of Equipment is delivered to Customer ("Commencement Date") and expires on the date such item of Equipment is returned to Owner. Customer shall give Owner at least 24 hours notice for any pickup or deliveries. Pickup expenses shall be billed on the final base rental payment billing, and the term shall be considered ended at the end of the day the applicable item of Equipment arrives in Owner's lot. For the purpose of this Schedule A, for any item of Equipment returned to Owner after 8:00 a.m., Customer shall pay to Owner a full day's base rental payment for that day **plus** "lost time rental" charges.

RATE:

The base rental payments and other amounts which Customer agrees to pay for the rental of the above-described items of Equipment are listed above. In addition, Customer agrees that it shall pay (a) all amounts set forth in the Rental, (b) all damages or losses not paid by insurance, including "lost time rental" based upon 75% of the base rental payment, until all repairs are complete and the unit is O.S.H.A. certified, (c) multiple shift rates (the above base rental payment being based upon 8 hours per day for 40 hours per week for 4 weeks per month), as follows: double shift of 16 hours per day shall be billed to Customer at one and one-half (1 1/2) times the base rental payment and triple shifts of 24 hours per day shall be billed to Customer at twice the base rental payment, and (d) base rental payment periods shall be based upon 0-8 hours for the daily rate, 5 days for the weekly rate, and 31 days for the monthly rate.

AMOUNT DUE AT DELIVERY:

1) Security Deposit:	\$0.00
2) Delivery Charges:	\$0.00
3) Other:	\$0.00
4) Sales Tax: 0.00%	\$0.00
Total Due at Delivery	<u>\$0.00</u>

(*denotes non-taxable items)

APPROVED BY
COMMISSIONERS' COURT
ON: 3/5/19 ms

Customer's Initials: R

Owner's Initials: _____

**SCHEDULE A-1
MONTHLY EQUIPMENT RENTAL**

Replacement Charges for Selected Items:					
Crane Trucks		Mini Cranes		Refuse	
Load Line:	\$1,750.00	Load Line:	\$442.26	Load Line:	\$1,425.00
Min. Load Line Length:	300'	Min. Load Line Length:	272'	Min. Load Line Length:	12'
Headache Ball:	\$1,500.00	Headache Ball: Single Part	\$993.60	Fenders: (Each)	\$300.00
Load Block:	\$2,400.00	Load 4T Block:	\$993.60	Tarp:	\$350.00
First Aid Kit:	\$50.00			First Aid Kit:	\$50.00
Radio Top Controls:	\$11,000.00	Radio Transmitter	\$5,000.00	Rear Roller:	\$150.00
Fire Extinguisher:	\$75.00			Fire Extinguisher:	\$75.00
Tire Chains:	\$200.00			Tire Chains:	\$200.00
Crane Manuals (ea.):	\$50.00	Crane Manuals (ea.):	PDF	User Manuals (ea.):	\$50.00
Flares:	\$40.00			Flares:	\$40.00
Fuel Per Gallon:	\$4.00	Fuel Per Gallon:		Fuel Per Gallon:	\$4.00
Cleaning:	\$450.00	Cleaning:		Cleaning:	
Two Man Basket:	\$12,675.00			Roll Off/Vac Tank:	\$400.00
				ASL-FEL-REL Packer	\$800.00

All payments from Customer under the Agreement, including, without limitation, this Schedule A, are due on the earlier to occur of: (1) 30 working days after invoicing, or (2) return of the Equipment to Owner.

Customer shall be responsible for providing all necessary safety equipment for the safe operation of each item of Equipment. Customer shall be responsible for (1) maintaining fluids, (2) lubricant levels, (3) tire damage and (4) any and all damages to the Equipment. Customer shall perform monthly "B" truck service; Customer shall promptly mail shop service receipts for these services to Owner. During the term, Customer agrees to wash the Equipment on a regular basis, particularly when the Equipment is used on roads treated for ice. Customer is responsible for cleaning the Equipment prior to its return to Owner.

By signing this form, Customer agrees that the terms and conditions of this Schedule A and the Agreement take precedence over Customer's terms and conditions.

CUSTOMER:

Hidalgo County Precinct 1

By: Richard F Cortez
(Signature)

Name: Richard Cortez
(Type or Print)

Title: Hidalgo County Judge
(Type or Print)

Date: _____
(Type or Print)

OWNER:

Rush Truck Leasing, Inc.

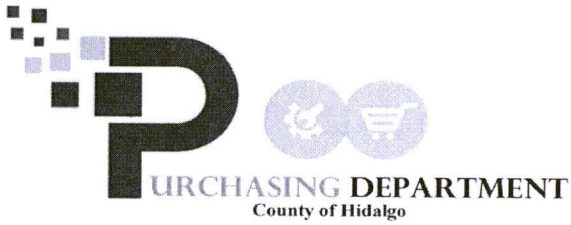
By: _____
(Signature)

Name: _____
(Type or Print)

Title: _____
(Type or Print)

Date: _____
(Type or Print)

APPROVED BY
COMMISSIONERS' COURT
ON: 3/5/19



2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

Equipment Lease /Service Agreements

Company Name: Rush Truck Leasing, Inc.

Department: Comm., PCT 1

CC Approval on 03/05/2019, AI- 69215



ATTEST:

BY: *Arturo Guajardo Jr*
Honorable Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney Ricardo Rodriguez, Jr.

BY: *Josephine Ramirez*
Honorable Josephine Ramirez, ADA