FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE USE OF EMERGENCY SERVICES EQUIPMENT BY WILLIAMSON COUNTY ESD #5

THE STATE OF TEXAS	§	
	§	**KNOW ALL BY THESE PRESENTS:**
COUNTY OF WILLIAMSON	§	

This First Amendment to Interlocal Agreement for the Use of Emergency Services Equipment by Williamson County ESD #5 (the "Amendment") is made and entered into by and between WILLIAMSON COUNTY ("County"), and WILLIAMSON COUNTY ESD #5 ("ESD"), both of which are local governments defined as counties, municipalities or special districts, and both of which are political subdivisions of the State of Texas (both being collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Interlocal Agreement for the Use of Emergency Services Equipment by Williamson County ESD #5 on September 2, 2008 (the "Agreement"); and

WHEREAS, County agreed to lease ESD P25 digital subscriber units (mobile and portable radios) (the "Radios") and provide ESD with the option to purchase the Radios pursuant to the Agreement; and

WHEREAS, ESD has requested a modification of both the Payment Terms and Term of the Agreement due to extraordinary circumstances;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the Agreement as follows:

I. AMENDMENTS

A. Section 2, B. of the Agreement shall be amended as follows:

Beginning on May 1, 2012, ESD shall pay the remainder of the Purchase Price by tendering to the County semi-annual payments in the amounts and on the dates set forth in the attached payment scheduled labeled Exhibit "A", which is incorporated by reference. The said Exhibit "A" shall replace and supplant the prior amortization schedule that was attached to the original Agreement.

B. Section 3, A. of the Agreement shall be amended as follows:

The term of the Agreement shall continue in full force and effect until the last payment is made on November 1, 2018 in accordance with Exhibit "A", unless terminated earlier by either party in accordance with the terms of the Agreement.

II. MISCELLANEOUS PROVISIONS

A. All other terms of the Agreement which have not been specifically amended in this Amendment shall remain the same and shall continue in full force and effect.

B. ESD acknowledges and represents that: (i) it is in possession of the Radios; (ii) the Agreement, as amended herein, is in full force and effect; (iii) there are no set-offs or defenses against the enforcement of any right or remedy of County under the Agreement; and (iv) ESD has no claim of setoff, deduction or defense against the payment of sums payable under the Agreement.

C. The Parties agree that the Agreement, as amended, represents the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written and that said Agreement, as amended, may be amended only by written instrument signed by each party.

Executed to be effective this _____day of _______________, 20____.

WILLIAMSON COUNTY

By: ___________________________
Printed Name: Dan A. Gattis
Title: County Judge

WILLIAMSON COUNTY ESD #5

By: ___________________________

Printed Name: ___________________________

Title: ___________________________

EXHIBIT "A"

Original Amount Owed: $94,604.40
Payments Paid: $39,750.79
Period of Payment in Years: 10.5
Pmts per Year: 2

Pmt No.	Pmt Date	Beginning Balance	Scheduled Payment	Principal	Interest	Ending Balance
1	5/1/2008	$94,604.40	$7,677.68 **PAID**	$6,022.10	$1,655.58	$88,582.30
2	11/1/2008	$88,582.30	$7,677.68 **PAID**	$6,127.49	$1,550.19	$82,454.81
3	5/1/2009	$82,454.81	$7,677.68 **PAID**	$6,234.72	$1,442.96	$76,220.09
4	11/1/2009	$76,220.09	$7,677.68 **PAID**	$6,343.83	$1,333.85	$69,876.26
5	5/1/2010	$69,876.26	$7,677.68 **PAID**	$6,454.85	$1,222.83	$63,421.41
6	11/1/2010	$63,421.41	$7,677.68 **PAID**	$6,567.81	$1,109.87	$56,853.61
7	5/1/2011	$56,853.61	$7,677.68 **PAID**	$6,682.74	$994.94	$50,170.87
8	11/1/2011	$50,170.87	$0.00	$877.99	$877.99	$51,048.86
9	5/1/2012	$51,048.86	$4,142.90	$3,249.55	$893.35	$47,799.31
10	11/1/2012	$47,799.31	$4,142.90	$3,306.41	$836.49	$44,492.90
11	5/1/2013	$44,492.90	$4,142.90	$3,364.27	$778.63	$41,128.62
12	11/1/2013	$41,128.62	$4,142.90	$3,423.15	$719.75	$37,705.47
13	5/1/2014	$37,705.47	$4,142.90	$3,483.05	$659.85	$34,222.42
14	11/1/2014	$34,222.42	$4,142.90	$3,544.01	$598.89	$30,678.41
15	5/1/2015	$30,678.41	$4,142.90	$3,606.03	$536.87	$27,072.39
16	11/1/2015	$27,072.39	$4,142.90	$3,669.13	$473.77	$23,403.25
17	5/1/2016	$23,403.25	$4,142.90	$3,733.34	$409.56	$19,669.91
18	11/1/2016	$19,669.91	$4,142.90	$3,798.68	$344.22	$15,871.23
19	5/1/2017	$15,871.23	$4,142.90	$3,865.15	$277.75	$12,006.08
20	11/1/2017	$12,006.08	$4,142.90	$3,932.79	$210.11	$8,073.29
21	5/1/2018	$8,073.29	$4,142.90	$4,001.62	$141.28	$4,071.67
22	11/1/2018	$4,071.67	$4,142.92	$4,071.67	$71.25	$0.00