

CSC NO. _____

**AMENDMENT NO. 1 TO
CITY SECRETARY CONTRACT NO. 48253
INTERLOCAL COOPERATION AGREEMENT
FOR DETENTION SERVICES**

THIS **Amendment** is entered into by and between the **City of Fort Worth, Texas** ("Fort Worth"), a home rule municipal corporation operating pursuant to the laws of the State of Texas, and the City of Mansfield, Texas ("Mansfield"), a home rule municipal corporation operating pursuant to the laws of the State of Texas.

WHEREAS, the parties have previously entered into City of Fort Worth City Secretary Contract No. 48253 (the "Contract"), which was executed on October 5, 2016; and

WHEREAS, the Contract between Fort Worth and Mansfield is for the purpose of housing prisoners and performing detentions services; and

WHEREAS, the original term of the Contract expires on September 30, 2017; and

WHEREAS, the City of Fort Worth and City of Mansfield now wish to amend the original Contract Section 2.1 "Term" to extend the term of the contract and Section 2.2 "Payment by Fort Worth" to change cost for services.

NOW, THEREFORE, City of Fort Worth and City of Mansfield, acting herein by the through their duly authorized representatives, enter into the following agreement to amend the contract:

1.

Section 2.1, entitled "Term" is deleted in its entirety and amended to read as follows:

"2.1 **Term.** This Agreement shall be for a term of two years ("Term"), commencing on October 1, 2016 and ending on September 30, 2018."

2.

Section 2.2, entitled "Payment by Fort Worth" is deleted in its entirety and amended to read as follows:

"2.2 **Payment by Fort Worth.** For services rendered by Mansfield under this Agreement during the first year of the Term, Fort Worth shall pay Mansfield a total sum of \$6,975,661.59 ("First Year Payment"). For services rendered by Mansfield under this Agreement during the second year of the Term, Fort Worth shall pay Mansfield a total sum of \$ 7,324,444.67 ("Second Year Payment"). The

First Year Payment and Second Year Payment shall be referred to collectively herein as the "Payment". The Payment shall be made in monthly installments. Each monthly installment of the Payment shall be paid by Fort Worth to Mansfield and shall be due by the first of each month beginning October 1, 2017."

3.

Section 9.1, entitled "Termination" is hereby amended to change the date in 9.1(a) from September 30, 2017 to September 30, 2018.

4.

All other provisions of the Contract which are not expressly amended herein shall remain in full force and effect.

Executed on this the _____ day of _____, 2017.

CITY OF FORT WORTH:

By: _____
Valerie R. Washington
Assistant City Manager

By: _____
Chief Joel F. Fitzgerald
Chief of Police
City of Fort Worth, Texas

ATTEST:

By: _____
City Secretary
City of Fort Worth, Texas

CITY OF MANSFIELD:

By: _____
Clay Chandler
City Manager
City of Mansfield, Texas

By: _____
Chief Tracy Aaron
Chief of Police
City of Mansfield, Texas

ATTEST:

By: _____
City Secretary
City of Mansfield, Texas

APPROVED AS TO FORM AND LEGALITY:

By: _____
Leann D. Guzman
Sr. Asst. City Attorney
City of Fort Worth

By: _____
City Attorney
City of Mansfield, Texas

48253
Contract Authorization:

M&C: _____

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible
for the monitoring and administration of this contract, including
ensuring all performance and reporting requirements.

James Rodriguez
Sr. Management Analyst