EXHIBIT
"A"

SUPPLEMENTAL AGREEMENT NO. 1 TO "CITY OF ROUND ROCK AGREEMENT FOR THE PURCHASE OF PUBLIC SAFETY AND FIREHOUSE SUPPLIES AND EQUIPMENT WITH DANA SAFETY SUPPLY, INC."

CITY OF ROUND ROCK	§	
	§	
STATE OF TEXAS	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF TRAVIS	§	
COUNTY OF WILLIAMSON	§	

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock Agreement for the Purchase of Public Safety and Firehouse Supplies and Equipment" called "Supplemental Agreement No. 1," is made by and between the CITY OF ROUND ROCK, TEXAS, a homerule municipality, with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and DANA SAFETY SUPPLY, INC., whose offices are located at 6525 Goforth Street, Houston, Texas, 77021 (referred to herein as "Vendor").

WHEREAS, the City and Vendor previously executed the referenced "City of Round Rock Agreement for the Purchase of Public Safety and Firehouse Supplies and Equipment," hereinafter called the "Agreement;" and

WHEREAS, the City is a member of the BuyBoard Cooperative and Vendor is an approved BuyBoard vendor; and

WHEREAS, the City has and desires to continue to purchase goods and services from Vendor through BuyBoard Cooperative Contract No. 698-23; and

WHEREAS, the Agreement states that the total amount of costs to be paid to Vendor shall not exceed \$450,000.00 for the term of the Agreement; and

WHEREAS, the parties desire to increase the Contract Amount by an additional \$750,000.00 as set forth herein;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 1, the City and Vendor agree that said Agreement is amended and supplemented as follows:

Section 5.01 (B), *Costs*, is amended to read as follows:

CITY OF ROUND ROCK, TEXAS

B. The City is authorized to pay the Vendor an amount not to exceed **One Million Two Hundred and No/100 Dollars (\$1,200,000.00)** for the term of this Agreement

II.

This Supplemental Agreement No. 1 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Vendor have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

DANA SAFETY SUPPLY, INC.

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