



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Ruena Victorino/854-9778

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 12, An Assignment of Contract No. 4400000017 (H.T.E. Contract No. 06T00192RG) from Metrocall, Inc. dba USA Mobility, Inc., to SPOK, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This modification will change the contractor name from Metrocall, Inc. dba USA Mobility, Inc. to SPOK, Inc. In effect, SPOK, Inc. will assume all rights and responsibilities of Metrocall, Inc. dba USA Mobility, Inc. in regards to Contract No. 4400000017, for the purchase of Wireless Text and Numeric Messaging Services.

- **Contract Expenditures:** Within the last twelve (12) months \$41,615.86 has been spent against this contract.

MODIFICATION OF CONTRACT NUMBER: 4400000017 (06T00192RG, RENTAL OF PAGES)

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ISSUED BY:
PURCHASING OFFICE
700 Lavaca Street., Suite 800
AUSTIN, TX 78701

PURCHASING AGENT ASST:
Ruena Victorino
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
August 18, 2014

ISSUED TO:
USA MOBILITY
5363 North IH-35
Austin, Texas 78723

MODIFICATION NO.:
0012

EXECUTED DATE OF
ORIGINAL CONTRACT:
March 28.2006

ORIGINAL CONTRACT TERM DATES:
April 1, 2006 to January 31,2011

CURRENT CONTRACT TERM DATES:
April 1, 2006 to January 31, 2015

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount:\$ _____ Current Modified Amount \$ _____

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above referenced contract is hereby modified to reflect the following changes:

- 1) Effective August 18, 2014, the Contractor's name on Contract No. is changed as follows:

From: USA MOBILITY
5363 North IH-35
Austin, TX 78723

To: SPOK, INC.
6850 Versar Center, Suite 420
Springfield, VA 22151

LEGAL BUSINESS NAME: _____

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____
ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Metrocall, Inc. dba USA Mobility (Tax ID #541215634), a company duly authorized and operating under the laws of the State of Texas (Assignor"), and SPOK (Tax ID #911199104) a company duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and USA Mobility, entered into a written Contract for the provision of Wireless Text and Numeric Messaging Services (Contract No. 4400000017) on April 1, 2006, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Because USA Mobility is hereinafter being encompassed into and will be known as SPOK, a company with a different Tax ID number, assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as August 18, 2014. (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract, No. 4400000017, and modification 12. Said modification is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

USA Mobility, Inc.

By: _____

Printed Name: _____

Title & Date: _____

Attest: _____

Date: _____

SPOK

By: _____

Printed Name: _____

Title & Date: _____

Attest: _____

Date: _____

By its signature below, Travis County signifies its consent to and approval of this Assignment from US Mobility to SPOK.

TRAVIS COUNTY, TEXAS

By: _____
 Samuel T. Biscoe
 Travis County Judge

Date: _____