

STATE OF TEXAS §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO
INTERLOCAL AGREEMENT FOR REIMBURSEMENT FOR PROFESSIONAL
ARCHITECTURAL & ENGINEERING SERVICES
(and Additional Design Services)

This SECOND AMENDMENT TO INTERLOCAL AGREEMENT (“Second Amendment”) is made and entered into by and between Fort Bend County, acting by and through its Commissioners Court, hereinafter called “County,” and Fort Bend County Assistance District No. 6 (“CAD 6”), acting by and through its Board of Directors, both body corporates and politics under the laws of the State of Texas.

WHEREAS, the parties executed and accepted that certain Interlocal Agreement, authorized by Texas Government Code Chapter 791 dated July 7, 2015 (“Interlocal Agreement”), as amended by document dated October 27, 2015 (“Amendment”) incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to further amend the Interlocal Agreement for additional Project costs, including but not limited to the construction extension or modification of utility lines, additional geotechnical services and platting fees; and

WHEREAS, the parties have determined there are sufficient CAD 6 sales tax revenue available to pay the obligations under the Interlocal Agreement directly without the necessity of reimbursement of County funds; and

WHEREAS, the funding of such additional Project costs also serves a mutual benefit of the County and CAD 6.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties, it is agreed as follows:

1. The County has determined the costs for the construction extension or modification of utility lines, additional geotechnical services and platting fees are necessary for completion of the Project.
2. The amount stated in Section 4. “Reimbursement by CAD 6” of the Interlocal Agreement shall be increased to an amount not to exceed \$220,000.00, which shall be payable as a reimbursement to the County for any funds previously spent by the County or by direct payment to vendors on behalf of the County for the Project. The Fort Bend County Auditor is hereby authorized to reimburse the County or make direct

payments on behalf of the County, for costs incurred by the County deemed necessary for completion of the Project under Services Agreements with various vendors for Architectural & Engineering Services, Geotechnical, Surveying Services; and the Facilities Extension Agreement from available CAD 6 sales tax revenues for a total amount not to exceed \$220,000.00.

3. In no case shall the amount reimbursed by CAD 6 to the County, or paid directly to vendors on behalf of the County under the Interlocal Agreement, the Amendment or this Second Amendment exceed \$220,000.00 without further amendment executed by the parties. Any and all costs deemed necessary by County under Section 1. of this Amendment in excess of \$220,000.00 shall be the sole responsibility of the County without further amendment executed by the parties.

Except as provided herein, all terms and conditions of the Interlocal Agreement shall remain unchanged.

FORT BEND COUNTY

By _____
Robert E. Hebert, County Judge

Attest:

Laura Richard, County Clerk

FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6

By _____
Robert E. Hebert, Director

Attest:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to accomplish and pay the obligations of Fort Bend County Assistance District No. 6 herein.

Robert Ed Sturdivant, County Auditor