

STATE OF TEXAS §
COUNTY OF FORT BEND § KNOW ALL BY THESE PRESENTS:
§

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN TEXANA AND FORT BEND COUNTY

THIS FIRST AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Texana Center, (hereinafter “Texana”), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 2000).

WHEREAS, the parties have executed and accepted that certain Interlocal Agreement (the “Agreement”), on or about March 13, 2018, and

WHEREAS, Texana desires to amend the insurance provisions to reflect the application of the Texas Torts Act to this Agreement due to Texana’s status as a local government entity; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein;

NOW, THEREFORE, the parties do mutually agree as follows:

Article X, Section A. Insurance shall be amended to read as follows:

- A. Prior to commencement of this Agreement, Texana shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Texana shall provide certified copies of insurance endorsements and/or policies if requested by County. Texana shall maintain such insurance coverage from the time this Agreement commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Texana shall obtain such insurance written on an Occurrence form approved by the Texas Risk Management Group and the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

2. Commercial General Liability Insurance with limits of not less than \$400,000 per occurrence, and \$400,000 in aggregate.
3. Business Automobile Liability insurance, including comprehensive, collision, liability, uninsured driver and personal injury protection/insurance with a combined Bodily Injury/Property Damage limit of not less than \$400,000 each accident. The policy shall cover liability arising from the operation of licensed vehicle(s) by policyholder throughout the term of this Agreement and any extension thereof.
4. The liability of Texana for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. At the time of this writing, the limits of liability are \$100,000 for each person, \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property or as they may be amended or promulgated from time to time during the term of this Agreement.

Sections B, C, and D shall remain as written.

This Amendment supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between Texana and the County with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations thereunder. Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

TEXANA CENTER

 KP George, County Judge

 George Patterson, Chief Executive Officer

 Date

 Date

ATTEST:

 Laura Richard, County Clerk