

STATE OF TEXAS

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COUNTY OF FORT BEND

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**SECOND AMENDMENT TO CARES ACT FUNDING ALLOCATION
DISTRIBUTION AGREEMENT
FORT BEND COUNTY AND
CITY OF ARCOLA, TEXAS**

THIS SECOND AMENDMENT, is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between the City of Arcola, Arcola, Texas, a municipal corporation and general law city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

WHEREAS, the parties executed and accepted that certain CARES ACT FUNDING ALLOCATION DISTRIBUTION AGREEMENT FORT BEND COUNTY AND CITY OF ARCOLA, TEXAS on or about June 2, 2020 and amended on or about December 2, 2020 (collectively hereinafter "Agreement") pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, which is incorporated by reference; and

WHEREAS, the parties desire to increase the maximum funding available to City for reimbursement under the Agreement and extend the time for performance.

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

1. The County's sole obligation under this Agreement is to reimburse the City for Eligible Expenditures from the Local Allocation up to an amount not to exceed a cumulative total of \$501,000.00 in accordance with the CARES Act. This is the total maximum funding the County shall have available specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement;

\$137,000.00 under the Agreement executed on
or about June 2, 2020; and

\$63,9400.00 under the First Amendment,
effective as of the date, and in the amount not to

exceed, that is certified below by the County Auditor; and

\$200,000.00 under this Second Amendment, effective as of the date, and in the amount not to exceed, that is certified below by the County Auditor; and

Any additional amounts that may be certified by the County Auditor (if any) during the course of this Agreement, which shall only be effective as of the date certified and in the amount not to exceed that is so certified.

2. In no case shall the total reimbursement to City amount exceed a cumulative total of \$501,000.00 without an agreement executed by the parties.
3. The date and time in which the City agrees to use its portion of the Local Allocation in compliance with the Agreement is hereby through 11:59 p.m. on December 31, 2021.
4. The date for all submissions for reimbursement to be delivered to the County pursuant to Section 4. B. 3. of the Agreement is hereby extended to January 15, 2022.
5. In the event of conflict, the most recently executed document shall prevail with regard to the conflict.
6. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date 6.1.2021

ATTEST:

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant,
Fort Bend County Auditor

CITY OF ARCOLA

Mayor

Date: _____

ATTEST:

City Secretary

APPROVED AS TO LEGAL FORM:



Michelle L. Turner
General Counsel Division Chief
County Attorney Office