

**SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT OF
OCTOBER 17, 2012
FOR TOLL SYSTEMS
CONSULTING AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 17th day of April, 2023, and modifies the CONSULTING AGREEMENT effective October 17, 2012 (the "Agreement"), by and between the Fort Bend County Toll Road Authority (the "Authority"), a Texas Local Government Corporation, and Mike Stone Associates, Inc. (the "Consultant").

The Agreement is hereby modified as follows:

1. Section 4. Compensation:

During the term of this Agreement, the Authority agrees to pay the Consultant for Services actually performed under this Agreement at the rates shown on the attached Exhibit B. The rates shown on Exhibit B include all ordinary and normal expenses related to the performance of Services to the Authority, including ordinary automobile and office expenses, to be performed pursuant to the terms of this Agreement incurred by the Consultant or the Consultant's employees. The Consultant shall be entitled to reimbursement of extraordinary expenses such as travel requiring airline travel, overnight hotel stays, or other extraordinary expenses for supplies, materials, etc., incurred by the Consultant relating to any Services requested to be performed hereunder upon prior approval by the Authority. The Consultant shall not be entitled to participate in, or receive benefits under, any Authority programs maintained for its employees, including, without limitation, life, medical, and disability benefits, pension, profit sharing or other retirement plans, or other fringe benefits.

Where subcontractors are employed by the Consultant to perform additional services not within the original Scope of Services, the Consultant will be reimbursed for subcontractors' actual salaries and hourly rates, including overtime rates, and per diems. Reimbursement to the Subcontractor for non-salary costs incurred by subcontractor will be on the same basis as if the cost was incurred by the Consultant. For subcontractors employed for the convenience of the FBCTRA, the Consultant will be paid a subcontract administrative fee equal to ten percent (10%) of all subcontractor invoiced amounts.

This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

[Remainder of page intentionally left blank.]

Supplemental Agreement No. 1
To Agreement of October 17, 2012

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the date first set forth above.

FORT BEND COUNTY TOLL ROAD
AUTHORITY, a local government Texas corporation

By: James D. Rice
Name: James D. Rice
Title: Chairman

MIKE STONE ASSOCIATES, INC.

By: Mike Stone
Name: Mike Stone
Title: President

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____