

**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 Grand Parkway 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 GRAND PARKWAY 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.: _____

CONTRACTOR VERIFICATION STATEMENT

Reference is made to that certain Supplemental Agreement No. 1 ("Supplemental Agreement") to Agreement of October 17, 2012, for Toll Systems Consulting Agreement by and between the Fort Bend Grand Parkway Toll Road Authority and Mike Stone Associates, Inc. (the "Contractor") dated effective as of the date shown below (as supplemented, the "Agreement"). In connection with the foregoing Agreement, Contractor hereby certifies and agrees that it

- (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code,
- (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code;
- (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code;
- (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code;
- (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in 2274.001(3), Texas Government Code; and
- (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.

IN WITNESS WHEREOF, THE FOLLOWING INDIVIDUAL AS AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR HEREBY EXECUTES AND DELIVERS THIS VERIFICATION STATEMENT EFFECTIVE AS OF THE EFFECTIVE DATE OF THE SUPPLEMENTAL AGREEMENT:

Mike Stone Associates, Inc.

By: _____

Name: Mike Stone

Title: President