

THE STATE OF TEXAS
COUNTY OF FORT BEND

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**AMENDMENT TO INTERLOCAL AGREEMENT FOR
TRANSPORTATION SERVICES**

This AMENDMENT to Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County") and the Houston Downtown Management District (the "District"), a municipal management district and political subdivision of the State of Texas organized under Chapter 3801 of the Texas Special District Local Laws Code, acting by and through its Board of Directors ("District Board"). The County and the District are sometimes referred to in this Agreement collectively as "Parties" and individually as "Party".

RECITALS

WHEREAS, the County operates commuter park and ride services ("Commuter Services") and demand response services ("Demand Response Services") that serve the transit needs of the citizens of Fort Bend County, including District residents (together, the Commuter Services and the Demand Response Services are the "Transit Services"); and

WHEREAS the parties executed and accepted an interlocal agreement ("Agreement") to provide these Transit Services on November 24, 2020; and

WHEREAS the parties desire to amend the Agreement to extend the time of performance of the agreement for three (3) years;

WHEREAS, the County and District agree that it is still mutually beneficial to participate in a transit service accessing Downtown Houston; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the County and District agree as follows:

ARTICLE I
AGREEMENT

1.01 The parties executed and accepted the Agreement to provide Transit Services on November 24, 2020, incorporated herein for all purposes.

ARTICLE II
TERM AND TERMINATION

2.01 The term of performance of this Agreement shall begin on October 1, 2020 and end on August 31, 2026.

2.02 The District and County acknowledge that the Commuter Services and/or the Demand Response Services can be discontinued at any time by County. In the event the Commuter Services and/or

the Demand Response Services are discontinued for any reason, the County will reimburse the District any District-provided funds that have not yet been expended as of the date of such discontinuation of services.

2.03 Either party may terminate this Agreement by serving thirty (30) days' prior written notice of termination on the other party. In the event of termination by either party, the County will repay any District-provided funds that have not yet been expended as of the date of such termination.

2.04 Notwithstanding any other provisions of this Agreement, if this Agreement provides for the District to make payments to the County in any fiscal year following District's fiscal year in which this Agreement begins and the District's governing body fails to appropriate funds to make the payments, then this Agreement automatically terminates at the beginning of the first day of the successive fiscal year for which funds were not appropriated, and the District shall not be obligated to make or have any liability to County for the payments. The District will notify the County of the unavailability of funds.

ARTICLE III **CONSIDERATION**

3.01 As consideration for the County's performance under this Agreement, the District agrees to pay to the County One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00) annually. The County will submit an invoice to the District no later than January 15th of each year of the Agreement, requesting payment of the One Hundred Fifty Thousand Dollars and No/100 (\$150,000.00). Upon timely receipt of such invoice, the District will pay the County by February 28th for each year the Agreement remains in effect. If the County does not submit its invoice by February 28th, the District will have thirty (30) days from the date of receipt of the invoice to make payment.

3.02 The parties acknowledge and agree that the first payment required under this Amendment has been tendered, and each payment remaining due and payable to County shall be made in accordance with section 3.01 in years 2024 and 2025.

ARTICLE IV **MODIFICATION**

4.01 Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

ARTICLE V **CONFLICT**

5.01 In the event there is a conflict between the Agreement, this Amendment, or the attached Exhibit(s), this Amendment controls.

{Execution Page Follows}

This instrument, in duplicate originals, has been executed by the parties hereto as follows. This Agreement shall not be effective until executed by all parties.

FORT BEND COUNTY

HOUSTON DOWNTOWN MANAGEMENT DISTRICT

By: _____
KP George, Fort Bend County

By: _____
Kristopher Larson, President & CEO

Date: _____

Date: 06.26.2023

ATTEST/SEAL:

ATTEST/SEAL:

Laura Richard, Fort Bend County Clerk

Jamie Perkins
District Secretary Jamie Perkins, Asst. Secretary
Asst.

