

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

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND
TEXAS A&M UNIVERSITY**

THIS SECOND AMENDMENT is made and entered into by and between **FORT BEND COUNTY**, a political subdivision of the State of Texas, acting through the Commissioners Court of Fort Bend County, and **TEXAS A&M UNIVERSITY** (hereinafter "A&M"), a state agency and an institution of higher education under laws of the State of Texas.

WHEREAS, on or about May 24, 2022, the Parties entered into *Interlocal Agreement Between Fort Bend County and Texas A&M University* and amended by document on or about February 28, 2023 (collectively hereinafter "Agreement") and incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to extend the Time of Performance under the Agreement with no cost to County;

WHEREAS, Fort Bend County offers a variety of programs that implement strategies seeking to avoid the formal processing of an offender by the criminal justice system, also known as diversion programs and desires an emulation of the efficacy of the programs;

WHEREAS, Texas A&M University is home to the Public Policy Research Institute (PPRI), a leading policy research group at Texas A&M University engaged in survey administration, statistical analysis, evaluation, and systems management;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform government functions and services; and

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Interlocal Agreement and agree that cooperation supports governmental functions in which both are mutually interested; and

WHEREAS, the governing bodies of County and A&M find that this Agreement is in the public interest.

NOW THEREFORE, the parties do mutually agrees as follows:

1. The Time for Performance for the Agreement is hereby extended an additional twelve (12) months to continue to provide Services under the Agreement unless terminated sooner as provided herein. There is no additional cost to County, and Maximum Compensation under the Agreement will remain the same.
2. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
3. The parties agree the terms and conditions of the Agreement have remained in effect to date and are hereby extended to end no later than August 31, 2024.

{Remainder of page intentionally left blank}

{Execution page to follow}

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

TEXAS A&M UNIVERSITY

KP George, County Judge

Travis Young
Travis Young
Associate Director
Sponsored Research Services
Texas A&M University

Date

ATTEST:

10/30/2023

Date

Laura Richard, County Clerk

DCL

Twy

DAM

Reviewed By:

Brian Middleton
Brian Middleton
Fort Bend County District Attorney

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 this contract.

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\district attorney\ila - texas a&m university (21-da-100902-a2)\2nd amendment.ila - diversion services (kcj - 08.31.2023)