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

THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT FOR PUBLIC IMPROVEMENT PROJECT FY19

THIS THIRD AMENDMENT is made and entered into by and between Fort Bend County Municipal Utility District (MUD) 19, a body corporate and politic located within the State of Texas (hereinafter referred to as "District") and Fort Bend County, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as "County" or "Grantee").

WHEREAS, the parties have executed and accepted that certain Subrecipient Agreement for Public Improvement Project on or about May 27, 2020; as amended by document executed on June 8, 2021; and last amended by document executed on November 22, 2022, and incorporated herein by reference as if set forth herein verbatim (collectively the "Agreement"); and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein.

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

- 1. The budget is hereby amended to include engineering and construction services, essential for achieving project objectives and compliant with CDBG regulations (24 CFR PART 570), without altering the total budget amount of \$570,327.50.
- 2. The time of performance of the Scope of Services shall be extended for an additional period of time ending on April 30, 2024.
- 3. Certain State Law Requirements for Contracts. The contents of this Section are required by Texas Law and are included by County regardless of content. The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Subrecipient hereby verifies that Subrecipient and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between the Agreement, the First Amendment, the Second Amendment and this Third Amendment, the provisions of this Third Amendment shall prevail with regard to the conflict.

{Remainder Intentionally Left Blank} {Execution Page Follows}

IN WITNESS WHEREOF, the parties put their hands to this Second Amendment on the dates indicated below.

FORT BEND COUNTY	FORT BEND COUNTY MUD 19
KP George, County Judge	Terry Roy, President
Date	3-6-2024 Date
ATTEST:	ATTEST:
Laura Richard, County Clerk	District Secretary

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