

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND TEXANA CENTER FOR
FORENSIC ASSERTIVE COMMUNITY TREATMENT/INTENSIVE MENTAL HEALTH SERVICES
AND SUBSTANCE ABUSE SERVICES**

THIS FIRST AMENDMENT (hereinafter “Amendment”) is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas acting pursuant to the duly authorized act of its Commissioners Court, and Texana Center (hereinafter “Texana”), a community center and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

WHEREAS, the parties executed and accepted that certain *Interlocal Agreement Between Fort Bend County and Texana Center for Forensic Assertive Community Treatment/Intensive Mental Health Services and Substance Abuse Services* on or about October 11, 2022 (hereinafter the “Agreement”) which are incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to extend the Time of Performance, increase the total Maximum Compensation under the Agreement for the provision of additional services under the Agreement and add additional services to be provided thereunder.

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

1. County shall pay Texana an additional two hundred fifty thousand and 00/100 dollars (\$250,000.00) to continue providing Services under the terms and conditions of the Agreement.
2. The Maximum Compensation payable to Texana for Services rendered is hereby increased to an amount not to exceed seven hundred fifty thousand and 00/100 dollars (\$750,000.00) authorized as follows:

\$500,000.00	under the Agreement
\$250,00.00	under this First Amendment
TOTAL	\$750,000.00

3. 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.
4. **Term.** The term of this Agreement is hereby extended to terminate on October 31, 2025.

5. **Certain State Law Requirements for Contracts.** For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Texana hereby verifies that Texana 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, Texana 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 section 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, Texana 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 section 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, Texana 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 section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.
6. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
7. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
8. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term, and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
9. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the

essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment is effective upon execution of both parties.

FORT BEND COUNTY

TEXANA CENTER

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

Title

Date

ATTEST:

Laura Richard, County Clerk

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