

STATE OF TEXAS §
COUNTY OF FORT BEND §

**AMENDMENT NO. 1 TO FY2006 SUB-AWARD AGREEMENT
BY AND BETWEEN FORT BEND COUNTY, TEXAS AND
FORT BEND COUNTY FRESH WATER SUPPLY DISTRICT NO. 1**

THIS 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, and Fort Bend County Fresh Water Supply District No. 1 (hereinafter "FB1"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 53 of the Texas Water Code.

THAT, WHEREAS, the parties executed and accepted that certain FY2006 Sub-Award Agreement By and Between Fort Bend County, Texas and Fort Bend County Fresh Water Supply District No. 1 for the sub-award of grant funds to FB1 for the design, acquisition, construction, and implementation of a water supply system and wastewater treatment system to serve land within FB1's boundaries (hereinafter the "Agreement"), attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the parties desire to amend the agreement to reflect necessary changes to the terms.

NOW, THEREFORE, the following changes are incorporated as if a part of the Agreement:

- 1. The fifth paragraph of the first page of the Agreement shall be amended to read as follows:

The County applied for and received an FY2006 Environmental Protection Agency State and Tribal Assistance Grant, Assistance Agreement No. XP-96639701-0, (hereinafter "Grant") for \$1,911,500 for use in the project.

- 2. Article II. Duration of Project shall be amended to read as follows:

"The project period shall begin on the date of execution by both parties and end on September 30, 2013."

- 3. Article 3.1 shall be amended to read as follows:

"The County agrees to provide Environmental Protection Agency State and Tribal Assistance Grant funds totaling nine hundred and fifty-five thousand seven

hundred and fifty dollars and no/100 (\$955,750) (hereinafter "Federal Funds"), to FB1 for use in the Project. Such Federal Funds shall be provided as set forth below."

4. Article 3.2 shall be amended to read as follows:

"FB1 shall provide funds totaling seven hundred and eighty-one thousand nine hundred and seventy-seven dollars and 50/100 (\$781,977.50) (hereinafter "Local Funds"), as the required 45% local match for the Grant."

5. Article 14.5 shall be amended to read as follows:

"In accordance with 40 CFR Part 31.41, FB1 shall submit an annual Federal Financial Report, Standard Form 425, to:

Fort Bend County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

The final Federal Financial Report (FFR) is due on or before 60 days after the end of the budget period. In accordance with EPA policy, all Project expenditures reported by FB1 shall be deemed to include both the Federal Funds and Local Funds share of the expenditures. For water infrastructure grants when required in accordance with 40 CFR Part 31.41(e)(2)(iii), FB1 may substitute the Federal Financial Report specified in Part 31.41(b) for the Outlay Report and Request for Reimbursement, Standard Form 271. The final Federal Financial Report shall be submitted to:

Fort Bend County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469"

6. Article 15.11 shall be deleted in its entirety.
7. Attachment A to the Agreement shall be replaced with the attached Exhibit B.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 20 day of December, 2011.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge
12-20-2011

FRESH WATER SUPPLY DISTRICT #1

John Borden
Authorized Agent- Signature

John Borden
Authorized Agent- Printed Name

President, Board of Supervisors
Title

11/17/11
Date

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 955,750 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

