THE STATE OF TEXAS §
COUNTY OF FORTBEND§

KNOW ALL MEN BY THESE PRESENTS:

## FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR EXPANSION OF BRAND LANE

This First Amendment to the Interlocal Agreement (the "Amendment"), authorized by the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE and Section 251.012 of the TEXAS TRANSPORTATION CODE, is made by and between the CITY OF STAFFORD, a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council, ("City"), and FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court ("County.")

## RECITALS

WHEREAS, the County and the City entered into an Interlocal Agreement on February 24, 2009 (the "Agreement") for the street or road improvements and associated drainage for Brand Land and identified as Project No. 718, (the "Project"); and

WHEREAS, the County and the City now desire to amend the Agreement to provide for periodic payments by the City to the County;

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both parties, Section IV.F. of the Agreement is hereby deleted and replaced with the following:

- F. If the City determines that the construction contract complies with the terms of this Agreement, and that the construction contract has been approved by the Public Works Director, the City shall pay the County the *greater* of either:
  - (1) an amount equal to 50% of the construction contract amount of the Project within the City limits in the construction contract as determined by the County and agreed to by the City immediately after bids are received, or
  - (2) an amount equal to the construction contract amount of the Project within the City limits ("Payment") in the construction contract as determined by the County and agreed to by the City minus the County's contribution of \$936,675.00.

The City shall tender the Payment to the County in four (4) installments as provided below:

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- (i.) An amount equal to 25% of the construction contract amount for the Project within the City limits as determined by the County and agreed to by the City, within thirty (30) days of receipt of the County's notice to the City of the County's acceptance of bids for the Project; and
- (ii.) An amount equal to 25% of the construction contract amount for the Project within the City limits as determined by the County and agreed to by the City, within thirty (30) days of the County's notice to the City stating the Project is 25% completed; and
- (iii.) An amount equal to 25% of the construction contract amount for the Project within the City limits as determined by the County and agreed to by the City, within thirty (30) days of the County's notice to the City stating the Project is 50% completed; and
- (iv.) An amount equal to 25% of the construction contract amount for the Project within the City limits as determined by the County and agreed to by the City, within thirty (30) days of the County's notice to the City stating the Project is 75% completed.

The City understands that any delays in the construction of the Project may cause costs of the Project to increase.

This Amendment has been executed by the City and County upon and by the authority of their respective governing bodies. This Amendment is not effective until executed by the County.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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FORT BEND COUNTY, TEXAS  MUM MUM  Robert Hebert, FortBendCounty Judge  Date 1-8-2013	CITY OF STAFFORD  Leonard Sparcellas 2 Act  Date: 2 - 7 - 2
ATTEST  Genne Wilson, FortBendCounty Clerk	ATTEST:  Bonnie Baiamonte, City Secretary
	Reviewed for Legal Compliance:
AUDITOR'S CERTIFICATE	

I hereby certify that funds are available in the amount of \$\frac{936,675}{}\$ to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.

Robert Ed Sturdivant, Fort Bend County Auditor

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