

THE STATE OF TEXAS §
 §
COUNTY OF FORTBEND §

KNOW ALL MEN BY THESE PRESENTS:

SECOND AMENDMENT TO
INTERLOCAL AGREEMENT
FOR EXPANSION OF BRAND LANE

This Second 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"), as amended by the First Amendment to the Agreement executed on January 8, 2013 (the "First Amendment"); and

WHEREAS, the County and the City now desire to further amend the Agreement;

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

F. The City agrees to pay the County an amount equal to fifty percent (50%) of sum of the construction contract amount of the Project, less the construction costs attributable to the oversizing the drainage facilities related to the Project within the boundaries of the City limits (the "Payment") as determined by the County and agreed to by the City. The Payment is expected to change during the Project construction phase based on changes in the construction contract amount of the Project during construction of the Project. The City shall tender the Payment in three (3) installments as provided below:

(1) The first installment of the Payment shall be due and payable from the City to the County prior to the award of the construction contract by the County in an amount equal to one-third (1/3) of the Payment, as determined by the County and agreed to by the City; and

(2) The second installment of the Payment shall be due on or before June 1, 2015 in an amount equal to one-half (1/2) of the unpaid portion of the Payment, including adjustments to the construction contract amount of the Project within the City limits;

and

(3) The third and final installment of the Payment shall be due on or before June 1, 2016, in an amount equal to the remaining unpaid portion of the Payment based on a final accounting of the Project within the City limits as provided by the County.

The City understands that execution of this agreement and submission of the initial payment obligates City to both subsequent payments as determined by the County and agreed to by the City.

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.

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FORT BEND COUNTY, TEXAS

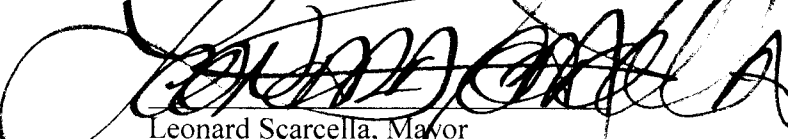

Robert Hebert, Fort Bend County Judge

Date 7-8-14

ATTEST:


Dianne Wilson, Fort Bend County Clerk

CITY OF STAFFORD


Leonard Scarcella, Mayor

Date: 7-12-14

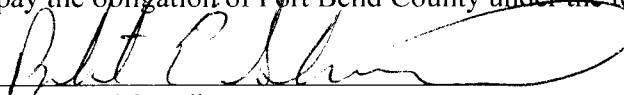
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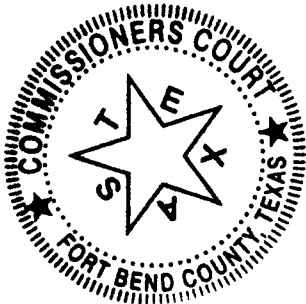

Bonnie Baia Monte, City Secretary

Reviewed for Legal Compliance:

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 936,675.00 to accomplish and pay the obligation of Fort Bend County under the terms of this Agreement.


Robert Ed Sturdivant,
Fort Bend County Auditor



RESOLUTION NO. 15-14

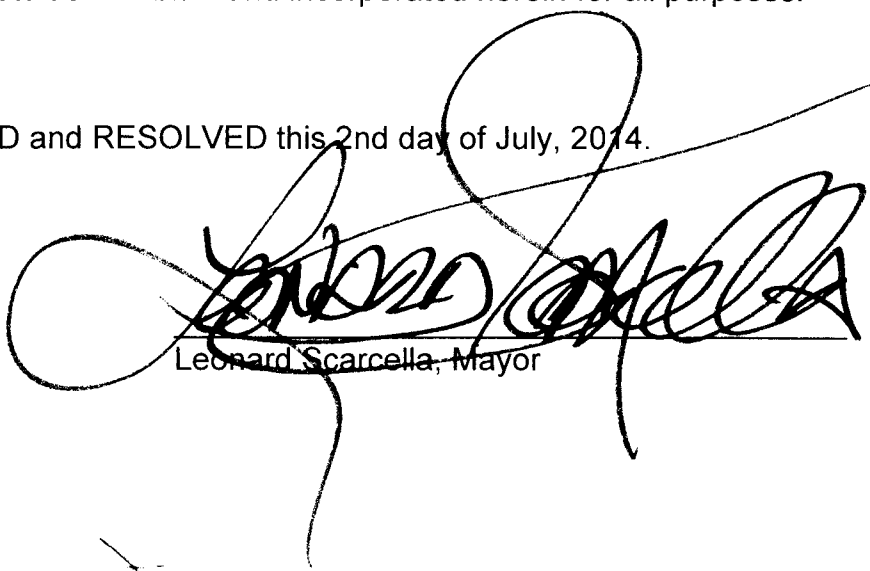
A RESOLUTION OF CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, AUTHORIZING THE MAYOR TO SIGN THE SECOND AMENDED INTERLOCAL AGREEMENT WITH FORT BEND COUNTY FOR THE CONSTRUCTION OF BRAND LANE.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That the Mayor is hereby authorized to sign the Seconded Amended Interlocal Agreement with Fort Bend County, Texas for the construction of Brand Lane within the City of Stafford in accordance with the terms and conditions of the agreement attached hereto as Exhibit A and incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this 2nd day of July, 2014.



Leonard Scarcella, Mayor

ATTEST:



Bonnie Baiamonte, City Secretary