

STATE OF TEXAS §
COUNTY OF FORT BEND §

**AMENDMENT TO INTERLOCAL AGREEMENT FOR REIMBURSEMENT FOR
PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
(and Additional Design Services)**

This AMENDMENT TO INTERLOCAL AGREEMENT ("Amendment") is made and entered into by and between Fort Bend County, acting by and through its Commissioners Court, hereinafter called "County," and Fort Bend County Assistance District No. 6 ("CAD 6"), acting by and through its Board of Directors, both body corporates and politics under the laws of the State of Texas.

WHEREAS, the parties executed and accepted that certain Interlocal Agreement, authorized by Texas Government Code Chapter 791 dated July 7, 2015 (Interlocal Agreement"), incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to amend the Interlocal Agreement for additional architectural and engineering services due to the changes in the Project's scope; and

WHEREAS, the parties have determined there are sufficient CAD 6 sales tax revenue available to pay the obligations under the Interlocal Agreement directly without the necessity of reimbursement of County funds; and

WHEREAS, the parties further desire to add the costs of Professional Geotechnical and Surveying Services to the costs of services to be paid by CAD 6 on behalf of the County under the Interlocal Agreement; and

WHEREAS, the funding of such additional Professional Geotechnical and Surveying Services also serves a mutual benefit of the County and CAD 6.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties, it is agreed as follows:

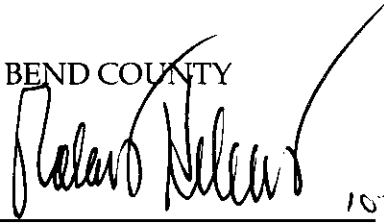
1. The scope of Services under Section 2. "Scope of Work" of the Interlocal Agreement is hereby amended to include such additional Architectural & Engineering Services, Geotechnical and, Surveying Services as deemed necessary by the County for completion of the Project.
2. The amount stated in Section 4. "Reimbursement by CAD 6" of the Interlocal Agreement shall be increased to an amount not to exceed \$190,000.00, which shall be payable as a reimbursement to the County for any funds previously spent by the County or by direct payment to vendors on behalf of the County for the Project. The

Fort Bend County Auditor is hereby authorized to reimburse the County or make direct payments on behalf of the County, for costs incurred by the County under Services Agreements with various vendors for Architectural & Engineering Services, Geotechnical and, Surveying Services, from available CAD 6 sales tax revenues for a total amount not to exceed \$190,000.00.

3. In no case shall the amount reimbursed by CAD 6 to the County, or paid directly to vendors on behalf of the County under the Interlocal Agreement or this Amendment exceed \$190,000.00 without further amendment executed by the parties. Any and all costs deemed necessary by County under Section 1. of this Amendment in excess of \$190,000.00 shall be the sole responsibility of the County without further amendment executed by the parties.

Except as provided herein, all terms and conditions of the Interlocal Agreement shall remain unchanged.

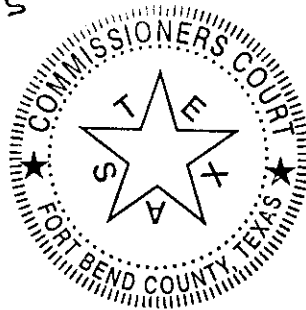
FORT BEND COUNTY

By  10-27-15
Robert E. Hebert, County Judge

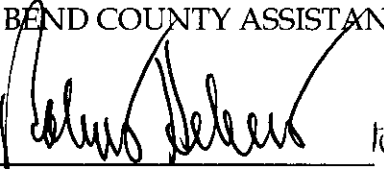
Attest:



Laura Richard, County Clerk



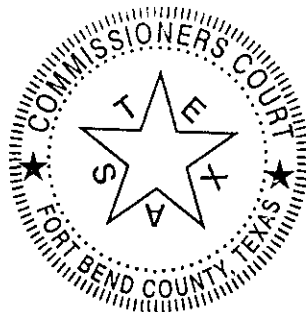
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6

By  10-27-15
Robert E. Hebert, Director

Attest:



Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

\$190,000.⁰⁰

I hereby certify that funds are available to accomplish and pay the obligations of Fort Bend County Assistance District No. 6 herein.



Ed Sturdivant, County Auditor