

STATE OF TEXAS §
COUNTY OF FORT BEND §

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

This THIRD AMENDMENT TO INTERLOCAL AGREEMENT ("Third 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"), as amended by documents dated October 27, 2015 ("Amendment") and March 1, 2016 ("Second Amendment"), all incorporated by reference herein for all purposes; and

WHEREAS, the parties desire to further amend the Interlocal Agreement for additional Project costs, including but not limited to the property acquisition related costs necessary for the Project, as defined by the Interlocal Agreement; and

WHEREAS, the funding of such additional Project costs 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 County has determined the costs for acquisition of property necessary for the Project, including but not limited to engaging third-party vendors for property acquisition services, compensation to property owners for acquisition of property and reimbursements for relocation expenses, and any litigation expenses incurred due to any condemnation proceedings necessary to acquire property to complete the Project.

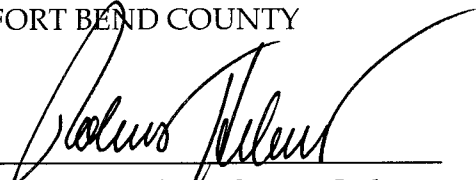
2. The amount stated in Section 4. "Reimbursement by CAD 6" of the Interlocal Agreement shall be increased an additional \$1,155,000 to an amount not to exceed \$1,375,000, which shall be payable as a reimbursement to the County for any funds previously spent by the County or by direct payment to vendors 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 for Project expenses, including property acquisition related expenses deemed necessary for completion of the Project from available CAD 6 sales tax revenues for a total amount not to exceed \$1,375,000.

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, the Amendment, the Second Amendment or this Third Amendment exceed \$1,375,000 without further amendment executed by the parties. Any and all costs deemed necessary by County under Section 1. of this Amendment in excess of \$1,375,000 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.

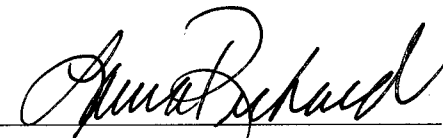
FORT BEND COUNTY



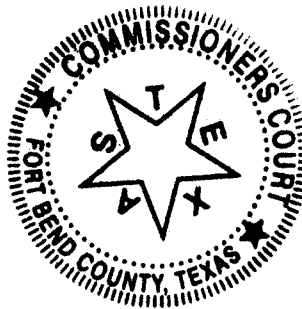
Robert E. Hebert, County Judge

9-27-16
Date

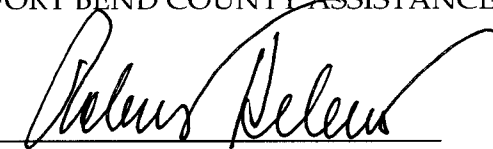
Attest:



Laura Richard, County Clerk



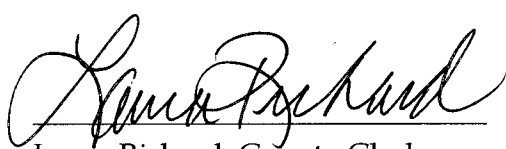
FORT BEND COUNTY ASSISTANCE DISTRICT NO. 6



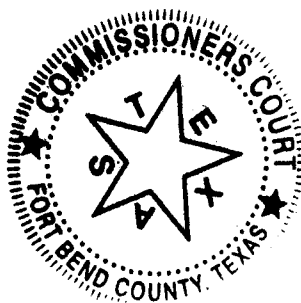
Robert E. Hebert, Director

9-27-16
Date

Attest:

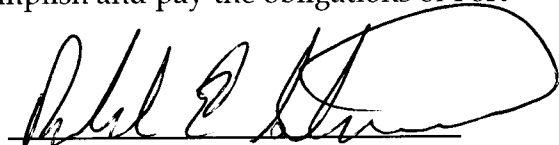


Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

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

A handwritten signature in black ink, appearing to read "Robert Ed Sturdivant", written over a horizontal line.

Robert Ed Sturdivant, County Auditor