

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT TO CARES ACT FUNDING ALLOCATION DISTRIBUTION  
AGREEMENT  
FORT BEND COUNTY AND  
FAIRCHILDS TEXAS**

**THIS AMENDMENT**, is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, by and between the Village of Fairchilds, Texas, a municipal corporation and general law city of the State of Texas, principally situated in Fort Bend County, acting by and through its Village Council, ("Village"), and Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, ("County").

WHEREAS, the parties executed and accepted that certain CARES ACT FUNDING ALLOCATION DISTRIBUTION AGREEMENT FORT BEND COUNTY AND FAIRCHILDS, TEXAS on or about June 5, 2020 (hereinafter "Agreement") pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE, which is incorporated by reference; and

WHEREAS, the parties desire to increase the maximum funding available to Village for reimbursement under the Agreement.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. The County's sole obligation under this Agreement is to reimburse the Village for Eligible Expenditures from the Local Allocation up to an amount not to exceed a cumulative total of \$91,720.00 in accordance with the CARES Act. This is the total maximum funding the County shall have available specifically allocated to fully discharge any and all liabilities that may be incurred by the County under this Agreement;

\$67,320.00 under the Agreement executed on or about June 5, 2020; and

\$25,000.00 under this Amendment, effective as of the date, and in the amount not to exceed, that is certified below by the County Auditor; and

Any additional amounts that may be certified by the County Auditor (if any) during the course of this Agreement, which shall only be effective as of the date certified and in the amount not to exceed that is so certified.

2. In no case shall the total reimbursement to Village amount exceed a cumulative total of \$91,720.00 without an agreement executed by the parties.
3. In the event of conflict the most recently executed document shall prevail with regard to the conflict.
4. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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 date signed by the final party.

**FORT BEND COUNTY, TEXAS**

*KP George*

County Judge KP George

KP George, County Judge

Date 4-6-2021

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



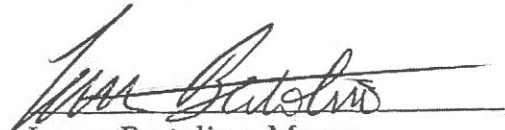
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 91,720.00  
to accomplish and pay the obligation of Fort Bend County under the terms of this  
Agreement.



Robert Ed Sturdivant,  
Fort Bend County Auditor

**VILLAGE OF FAIRCHILDS, TEXAS**

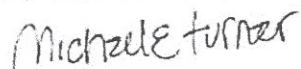
  
Lance Bertolino, Mayor

Date: March 25, 2021

ATTEST:

  
Janis Vacek, Village Secretary

APPROVED AS TO LEGAL FORM:



Michelle L. Turner  
General Counsel Division Chief  
County Attorney Office