

STATE OF TEXAS §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR UNIVERSITY BOULEVARD FUNDING

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR UNIVERSITY BOULEVARD FUNDING ("First Amendment") is entered into by and between Fort Bend County, Texas ("County"), a body corporate and politic, acting by and through its Commissioners Court, and City of Sugar Land, Texas ("City"), a municipality duly organized and existing under the laws of the State of Texas, acting by and through its City Council. County and City are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, the Parties previously entered into that certain Interlocal Agreement on May 10, 2022 (the “Agreement”) for the construction of an additional lane for University Blvd from Lexington to Telfair under the 2013, 2017, and 2020 Mobility Bond Projects (the “Project”); and

WHEREAS, County's contribution for the Project under the Agreement was a total of \$1,610,000.00; and

WHEREAS, by execution of this First Amendment, the Parties now desire to amend the Agreement to provide for additional funding by County for the Project and to otherwise ratify and confirm all the terms and conditions as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. Section 6.a.i., County Responsibilities, is amended as follows:
 - a. Construction.
 - i. The County agrees to pay the City: (1) Five Hundred Thousand Dollars (\$500,000.00) out of the 2013 Bond; (2) Nine Hundred Fifty Thousand Dollars (\$950,000.00) out of the 2017 Bond; (3) One Hundred Sixty Thousand Dollars (\$160,000.00) out of the 2020 Bond; and (4) Two Million and 00/100 Dollars (\$2,000,000.00) transferred from Scenic Rivers Project No. 13404 and Industrial Blvd Project No. 17309 for a total payment amount of Three Million Six Hundred Ten Thousand and 00/100 Dollars (\$3,610,000.00), upon request for payment by the City.

2. Section 8, County Responsibilities, is amended as follows:
Limit of Appropriation. City understands and agrees that the Maximum Compensation payable to City under this Agreement is hereby increased to an amount not to exceed Three Million Six Hundred Ten Thousand and 00/100 Dollars (\$3,610,000.00) authorized as follows:

\$1,610,000.00 under the Agreement; and
\$2,000,000.00 under the First Amendment.

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. City clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$3,610,000.00 specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

City does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that City may become entitled to and the total maximum sum that County may become liable to pay to City under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed \$3,610,000.00.

3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
4. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
5. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this First Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

FORT BEND COUNTY, TEXAS

CITY OF SUGAR LAND, TEXAS

KP George, County Judge

Michael W. Goodrum, City Manager

Date

Date

ATTEST:

ATTEST:

Laura Richard, County Clerk

Name: _____

Title: _____

APPROVED:

J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor