

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment to the Agreement is made and entered into by and between the City of Deer Park, Texas (the “City”), a body corporate and politic under the laws of the State of Texas, located within Harris County, and Harris County Flood Control District (the “District”), a body corporate and politic under the laws of the State of Texas. City and District are known individually as “Party” and collectively as “Parties.”

Recitals

On January 4, 2022, the Parties entered into an agreement (the “Master Agreement”) to fund and deliver a joint flood risk reduction project benefiting the College Park subdivision and the Armand Bayou Watershed by improving the City’s storm sewer system drainage components and constructing a detention basin in the College Park subdivision (the “Project”).

The Parties now desire to amend the Master Agreement for the first time (“First Amendment”) for the purpose of adding additional funds in the amount of Three Million Two Hundred Eighty-Seven Thousand Fourteen and No/100 Dollars (\$3,287,014.00) to the Master Agreement to support the completion of the Project.

Each Party shall provide fifty percent (50%) of the increased costs. The City will contribute One Million Six Hundred Forty-Three Thousand Five Hundred Seven and No/100 Dollars (\$1,643,507.00) to the increased total (the “Increased City Contribution”), and the District will contribute One Million Six Hundred Forty-Three Thousand Five Hundred Seven and No/100 Dollars (\$1,643,507.00) to the increased total (the “Increased District Contribution”).

It is to the mutual benefit of the City and District to enter into this First Amendment for the use and benefit of the public.

Terms

1) CONTRACT CONSTRUCTION

This First Amendment shall be governed by the Master Agreement, which is incorporated by reference as though fully set forth word for word.

2) PAYMENT

Due to changes in the scope related to drainage and general increased construction costs, the total cost of the Project has increased. Each Party will contribute fifty percent (50%) of the difference between the original total cost and the increased total cost.

Within forty-five (45) days of the final execution of this First Amendment, the City shall pay to the District the Increased City Contribution.

3) REVIEWS

Article II of the Master Agreement, entitled “Reviews,” is hereby amended to read as follows:

The District shall provide the City plans for the Project at thirty (30), fifty (50), and ninety (90) percent complete for its review. The City shall provide comments to the District within two weeks after receipt or the plans will be deemed approved.

In the event of any further change or amendment to the plans that result in a change in the cost of the Project, the District shall obtain City Approval prior to proceeding with the change. The cost of all future changes to the Project, as well as any cost overruns or overages, shall be the financial responsibility of the City. The District will not contribute any additional funds beyond the Increased District Contribution.

4) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of Three Million Three Hundred Fifty-Two Thousand Eight Hundred Seventy-Nine and No/100 Dollars (\$3,352,879.00), the District hereby amends the Master Agreement to certify as available One Million Six Hundred Forty-Three Thousand Five Hundred Seven and No/100 Dollars (\$1,643,507.00) in additional funds. The City understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by the District under this First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million Six Hundred Forty-Three Thousand Five Hundred Seven and No/100 Dollars (\$1,643,507.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the District’s liability under the terms and provisions of this First Amendment is limited to said sum; and when all the funds so certified are expended, the City’s sole and exclusive remedy shall be to terminate the First Amendment.

The City hereby amends the Master Agreement to certify as available One Million Six Hundred Forty-Three Thousand Five Hundred Seven and No/100 Dollars (\$1,643,507.00) in additional funds. The District understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum sum specifically allocated to fully discharge any and all liabilities that may be incurred by the City under this First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million Six Hundred Forty-Three Thousand Five Hundred Seven and No/100 Dollars (\$1,643,507.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the City’s liability under the terms and provisions

of this First Amendment is limited to said sum, and any further cost increases in the Project to be paid by the City must first be approved by the City Council of the City of Deer Park.

The Parties agree that all funds used under this Agreement shall be from current fiscal funds.

5) REVISED EXHIBIT B

Exhibit B to the Master Agreement, entitled “College Park Subdivision Drainage Improvement Estimated Project Cost,” is hereby replaced with the attached Revised Exhibit B, “College Park Subdivision Drainage Improvement Estimated Project Cost,” which is made a part thereof by reference for all purposes.

6) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

6) EXECUTION, MULTIPLE COUNTERPARTS

Execution, Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

[Execution Page Follows]

CITY OF DEER PARK

HARRIS COUNTY FLOOD CONTROL
DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: _____
Emily Kunst
Assistant County Attorney
C.A. File 25GEN2685

REVISED EXHIBIT B
 “College Park Subdivision Drainage Improvement
 Estimated Project Cost”

Items	Totals
Construction	\$7,734,547
Engineering	\$611,506
Additional Services (material testing, construction administration)	\$494,192
ROW (Detention Basin)	\$1,045,000
Total	\$9,885,245.00
City of Deer Park Share (49%)	\$4,888,859.00
Harris County Flood Control District Share (51%)	\$4,996,386.00

ORDER OF COMMISSIONERS COURT
 Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2025 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO INTERLOCAL
 AGREEMENT WITH CITY OF DEER PARK**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey, P.E.	☐	☐	☐
Comm. Briones	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County Flood Control District, the First Amendment to the Interlocal Agreement to add \$1,643,507.00 to fund and deliver a joint flood risk reduction project benefiting the College Park subdivision and the Armand Bayou Watershed. The Amendment is incorporated herein as though fully set forth word for word.

All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.