

STATE OF TEXAS §

COUNTY OF TRAVIS §

**COUNTY TRANSPORTATION
INFRASTRUCTURE FUND GRANT AGREEMENT**

AMENDMENT # 2

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and Webb County, acting by and through its duly authorized officials, called the County.

WITNESSETH

WHEREAS, the State and the County executed an agreement on May 29, 2014 to effectuate their agreement for transportation infrastructure projects located in areas of the state affected by increased oil and gas production; and,

WHEREAS, the State and the County executed Amendment#1 on June 21, 2019 to extend the contract time by 18 months; and,

WHEREAS, it has become necessary to amend that agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the County do agree as follows:

A G R E E M E N T

1. Description of Amended Items

- A. Section 3. List of Transportation Infrastructure Projects** of the original agreement is deleted in its entirety and replaced with:

The State has authorized the County to include additional projects under the program. A revised project list has been approved and made part of this agreement as Attachment A-2. No further additional projects shall be authorized to the project list.

- B. Section 4. b, Project Sources of Funds, and Reimbursement** of the original agreement is deleted in its entirety and replaced with:

The County shall submit monthly billing statements or a statement that no construction or maintenance work was performed during the previous month, in accordance with procedures defined by the State, accompanied by a certification of work performed during the previous month. Along with the billing statements submitted by the County, it shall submit copies of all paid invoices and/or force account documentation. The County shall submit its final invoice to the State on or before May 14, 2021. No reimbursement will be paid to the County for invoices submitted after May 14, 2021. Within thirty (30) days of receipt of a complete billing statement and supporting documentation, submitted on or before May 14, 2021, the State will reimburse the County.

- C.** All other terms and conditions of the above-numbered agreement not hereby amended remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE COUNTY

By: _____
Tano Tijerina
Webb County Judge

Date: _____

THE STATE OF TEXAS

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

ATTEST:

By: _____
Margie Ramirez Ibarra
Webb County Clerk

Date: _____

Approved as to Form:

By: _____
Nathan R. Bratton
General Counsel

Webb County Civil Legal Division
*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Contract #: CTIF-01-240
District #: 22 Laredo
Code Chart 64 #:50240
Project: Webb 2014CTIF Award

ATTACHMENT A-2
Prioritized Project List