

 ORIGINAL

## FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment") is made and effective as of the last party's execution hereof, by and between WILLIAMSON COUNTY ("County") and the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY ("CTRMA"), collectively referred to as the "Parties."

### WITNESSETH:

WHEREAS, the Texas Department of Transportation and County executed an Advanced Funding Agreement ("AFA") the 19<sup>th</sup> of May, 2011 to effectuate their agreement to construct the Williamson County South Brushy Creek Pedestrian Bridge ("Project"); and

WHEREAS, County and CTRMA executed an Interlocal Agreement ("ILA") on or about the 12<sup>th</sup> day of April, 2011 whereby said Parties agreed that County will provide a required cash match of \$65,000.00 and that CTRMA will provide the remaining \$65,709.00 of the required cash match to be applied to the Project, and that CTRMA will coordinate with TxDOT, and assume all obligations and responsibilities of County under the AFA, which shall include, but not be limited to the Project design plans, provide construction administration, inspection, and maintenance for the Project and, if necessary, fund any overruns incurred in completing the Project; and

WHEREAS, it has become necessary to amend the AFA to incorporate recent changes in federal and state provisions and requirements, which said amendment is entitled Advance Funding Agreement Amendment #1 ("AFA Amendment #1") and said amendment is attached hereto as Exhibit "A" and incorporated herein by reference;

WHEREAS, due to the necessity to amend the AFA, CTRMA and County must amend the ILA in order to evidence both Parties' agreement to the terms and conditions of the AFA Amendment #1;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

### **I. Terms and Conditions**

- A. CTRMA and County agree to all of the terms and conditions set forth in the AFA Amendment #1 and agree to be bound by same.
- B. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and that this First Amendment is a valid, binding and enforceable obligation of such party.

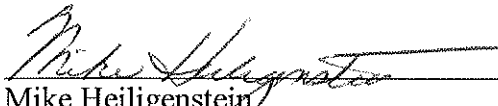
- C. All other terms of the AFA and the ILA which have not been specifically amended in this First Amendment or in the AFA Amendment #1 shall remain the same and shall continue in full force and effect.

WILLIAMSON COUNTY

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Dan A. Gattis, County Judge  
Williamson County, Texas

Date: \_\_\_\_\_, 2011

CENTRAL TEXAS REGIONAL  
MOBILITY AUTHORITY

  
\_\_\_\_\_  
Mike Heiligenstein  
Executive Director

Date: August 15, 2011

**Exhibit “A”**

**AFA Amendment #1**

**(on following pages 1 through 10)**