

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the County of Williamson, acting by and through its duly elected officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on April 8th of 2016 to effectuate their agreement to construct sidewalks and a shared use path; and,

WHEREAS, it has become necessary to amend that contract;

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

A G R E E M E N T

1. Description of Amended Items

In accordance with Paragraph 2.1 of Article 2. Termination of the Agreement, of the original contract, the contract will terminate effective when signed by the last party whose signing makes this amendment fully executed and after an audit of the project costs is completed and funds are paid by the owing party.

The Local Government agrees to reimburse the State for its reasonable state direct and indirect costs incurred prior to the termination of the project.

A final accounting by the State of the Local Government's actual state direct and indirect state costs shall be provided to the Local Government by the State within 30 days of full execution of this amendment.

The agreement is terminated due to the Local Government's request to cancel the project.

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 LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date