

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT ("Second Amendment") is made and effective as of the date set forth herein below, 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 ("TxDOT") and County executed an Advanced Funding Agreement ("AFA") the 19th 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 12th 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, except as otherwise stated herein, 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 became necessary to amend the AFA to incorporate changes in federal and state provisions and requirements, which said amendment was entitled Advance Funding Agreement Amendment #1 ("AFA Amendment #1") and due to the necessity to amend the AFA, CTRMA and County executed a First Amendment to Interlocal Agreement in order to evidence both Parties' agreement to the terms and conditions of the AFA Amendment #1;

WHEREAS, the Williamson County Auditor has now determined that County must perform the fiscal and financial accounting obligations under the AFA; and deal directly with TxDOT in relation to submitting and seeking reimbursement of Project costs that are allowed under the AFA;

WHEREAS, it has now become necessary to amend the ILA an additional time in order to set forth that performance of fiscal and financial accounting obligations for allowed costs under the AFA shall be conducted by County;

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

I. Amendments to ILA

A. Section I., Paragraph 7 of the ILA is hereby amended to read in its entirety as follows:

Within ten (10) days from the Parties' execution hereof, each party shall deposit into a fund to be established and administered by Williamson County (the "Project Administration and Construction Matching Fund"), the following sums:

CTRMA	-	\$65,709.00
County	-	<u>\$65,000.00</u>
Total	-	\$130,709.00

The deposited funds represent each party's share of the total required 20% local match of the estimated construction cost of the Project.

B. Section I., Paragraph 8 of the ILA is hereby amended to read in its entirety as follows:

For allowed costs under the AFA, County will perform the fiscal and accounting obligations under the AFA and deal directly with TxDOT in seeking reimbursement for allowed costs up to the maximum set forth in the AFA.

On or before the last day of each month, CTRMA shall provide County with a request for payment of allowed Project costs that were incurred in the prior month, along with all invoices, contractor pay requests and any other supporting documentation that may be necessary to process a pay request. Within fourteen (14) calendar days from the date of County's receipt of CTRMA's request for payment of allowed costs, County shall pay CTRMA such requested allowed costs provided that all invoices, pay requests and supporting documentation are provided to County's satisfaction.

Following County's receipt of a pay request from CTRMA, County shall prepare and request reimbursement of allowed costs from TxDOT. In the event County should pay CTRMA for costs under a pay request and, thereafter, TxDOT refuse to reimburse County for such costs, County shall notify CTRMA of such fact and CTRMA shall, within ten (10) days of County's notice, reimburse County for all amounts of costs that TxDOT refused to reimburse.

C. Section I., Paragraph 10 of the ILA is hereby amended to read in its entirety as follows:

No later than thirty (30) calendar days after the award of a contract for construction of the Project, CTRMA shall approve the funds necessary to construct and administer the Project at its own cost with the understanding that County will seek reimbursement from TxDOT for all allowed costs up to the maximum set forth in the AFA. CTRMA agrees to cooperate with County in submitting and processing reimbursement requests to the Texas Department of Transportation under the AFA to the extent necessary for County and CTRMA to receive reimbursement by or through the TxDOT of all eligible costs.

D. Section I., Paragraph 11 of the ILA is hereby amended to read in its entirety as follows:

If the costs incurred by CTRMA in relation to the Project exceed costs listed for both Parties combined including the available federal funds as provided in the AFA or if costs are incurred that are not allowed under the AFA, then CTRMA shall bear sole responsibility for providing and paying any additional funds to pay such excess costs or non-allowed costs in order to complete the Project. Furthermore, CTRMA shall be obligated to process and directly pay for all excess costs and/or costs that are not allowed under the AFA.

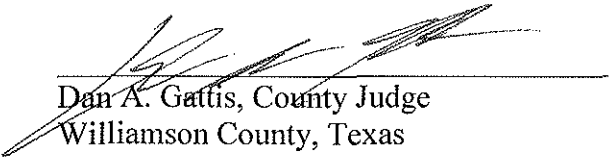
II. Miscellaneous

- A. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and that this Second Amendment is a valid, binding and enforceable obligation of such party.
- B. All terms not otherwise defined herein shall have the meanings given them in the AFA and ILA, as previously amended.
- C. All other terms of the AFA and ILA and all prior amendments of the AFA and ILA, which have not been specifically amended in this Second Amendment, shall remain the same and shall continue in full force and effect.

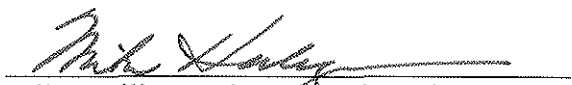
IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be signed by their duly authorized representatives to be effective as of this 28th day of February, 2012.

WILLIAMSON COUNTY

CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY



Dan A. Gattis, County Judge
Williamson County, Texas



Mike Heiligenstein, Executive Director
Central Texas Regional Mobility Authority