FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR ROAD REPAIRS AND MAINTENANCE BY AND BETWEEN WISE COUNTY, TEXAS AND City of Aurora

This FIRST AMENDMENT ("Amendment") is entered into effective this 22 day of March, 2010, by and between WISE COUNTY, TEXAS ("WISE COUNTY") and City of Aurora ("GOVERNMENTAL ENTITY"):

WHEREAS, WISE COUNTY and the GOVERNMENTAL ENTITY have previously entered into a certain INTERLOCAL AGREEMENT FOR ROAD REPAIRS AND MAINTENANCE ("Agreement"); and

WHEREAS, this Amendment is in accordance with section Seven (7) of the original Agreement; and

WHEREAS, WISE COUNTY and the GOVERNMENTAL ENTITY received approval from their respective approving bodies and mutually desire to modify the Agreement to reflect the revised terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, WISE COUNTY and the GOVERNMENTAL ENTITY mutually agree to the following amendment of the Agreement:

1. **Section 1** is hereby amended to delete the current language in its entirety and replace it with the following new language:

"Before any work can start on any and all public projects covered by this Agreement the following process **must be** completed:

1. After establishing an agreed public project, The Wise County Commissioner must submit the proposed project to the Wise County Auditor. The Wise County Auditor will in turn complete an "Approval of Project Agreement" from the information provided and return to The Wise County Commissioner.

2. The Wise County Commissioner will then present the "Approval of Project Agreement" to the appropriate or designated Governmental Entity representative for Project submission to / and for voted approval from its governing board.

3. If approval is granted by the governing board/body, and the signed Project Agreement for the public project is received from the Governmental Entity, The Wise County Commissioner will then submit the approved "Approval of Project Agreement" to the County Judge to be placed on the Court Agenda for a recommendation and vote by the Wise County Commissioner's Court.

4. If approved by the Commissioner's Court, then and only then, may work commence on the public project. After completion of the work, "Exhibit A" of the "Approval of Project Agreement" must be completed and returned to the County Auditor.

5. All proposed public projects shall be approved and documented in accordance with 791.014 of the Texas Government Code."

Section 2 shall be amended to read:

(a) WISE COUNTY, at its discretion, may furnish labor and/or equipment up to $15,000 per project each County fiscal year, beginning October 1, and ending September 30th of said year that the "County of Wise Interlocal Agreement For Road Repairs and Maintenance" is in full force and effect. The funds used on each public project will be furnished from the current year's revenues. Said public projects are defined as follows: "A Project to construct, improve, or repair a **public** road, alleyway, parking lot (to include planned "pothole repair" of specific roadway areas), building or other facility, all being within the official Governmental Entity's annexed and/or other type defined legal boundaries being within said Precinct of The County Commissioner that is sponsoring the public project."

Notwithstanding the foregoing, it is understood that each party paying for the Performance of governmental functions, services, goods or materials must make those payments from current fiscal year revenues available to the paying party.

(b) The GOVERNMENTAL ENTITY shall pay the vendors directly for the materials used on the approved public projects.

(c) **Is hereby deleted and removed from the document in its entirety.**

2. **Section 3** is hereby amended to delete the current language in its entirety and replace it with the following new language:

"At the end of every fiscal year, the Governmental Entity shall submit a copy of any and all vendor invoices from the approved projects to the Wise County Auditor."

3. **Section 4 is hereby deleted and removed from the document in its entirety.**

All other provisions of the Agreement shall remain in effect and in full force.

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IN WITNESS THEREOF, WISE COUNTY and the GOVERNMENTAL ENTITY have caused this Amendment to be signed by the duly authorized officers or representatives of each Party on the day and year set forth hereinabove.

City of Aurora **GOVERNMENTAL ENTITY**

Authorized Official

City of Aurora Texas

WISE COUNTY, TEXAS

Wise County Judge

Wise County Texas

Commissioner Precinct#1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Sherry Parker-Lemon, Wise County Clerk

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