

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CITY OF FRIENDSWOOD AND  
THE CITY OF LEAGUE CITY**

STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON   §

This First Amendment to the Memorandum of Understanding (this "First Amendment" ) is made and entered into as of the date of the last signature affixed hereto, by and between the City of Friendswood, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("Friendswood"), and the City of League City, a home rule municipal corporation located in Galveston and Harris Counties, Texas ("League City"), each party acting by and through their respective governing bodies.

WITNESSETH:

WHEREAS, League City and Friendswood (collectively, the "Parties" and individually, a "Party") entered into a Memorandum of Understanding on June 4, 2024 (the "MOU") (i) to signalize the intersection of Grissom Road and Bay Area Boulevard (the "Intersection") and (ii) to provide protected left turns at the Intersection (collectively the "Project"); and

WHEREAS, the estimated cost of the Project at the time of the execution of the MOU was estimated to be FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00); and

WHEREAS, such estimate has now been better refined and is currently SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00); and

WHEREAS, Harris County has agreed to contribute THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00), which is fifty percent (50%) of the Project costs; and

WHEREAS, the Parties desire to amend the MOU to increase the amount to be contributed by each entity from ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00) to ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$162,500.00), which is twenty-five percent (25%) of the Project costs; and

WHEREAS, such increase is consistent with the percentage of Project costs that each Party agreed to contribute under the MOU; and

WHEREAS, the Parties desire to fund their portions of the Project, as indicated hereinabove, immediately from their respective current, available revenues; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual obligations and benefits to be derived hereunder, Friendswood and League City do hereby find, determine, and agree as follows:

1. Findings. The facts and matters set forth in the preamble of this MOU are hereby found to be true and correct.

2. Definitions. Unless a different meaning clearly appears from the context, words and phrases as used in this First Amendment shall have the same meanings as in the Agreement.
  
3. Amendments. Section 3 "Obligations" of the MOU is hereby amended to read as follows:
  3. Obligations.
    - 3.01 Under the Harris County CIP Partnership Program (the "Program") and the Application, it is proposed that Harris County shall (i) provide funding for the Project in an amount not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$325,000.00), (ii) serve as the managing partner of this Project, and (iii) lead the Project design, implementation and operation of the Project pursuant to the terms of the Program, (iv) integrate the Project into its traffic control assets, and (v) maintain the Project once completed.
  
    - 3.02 Pursuant to the Program and Application, Friendswood agrees to provide funding for the Project in an amount not to exceed ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$162,500.00) from current revenues available for this purpose.
  
    - 3.03 Pursuant to the Program and Application, League City agrees to provide funding for the Project in an amount not to exceed ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$162,500.00) from current revenues available for this purpose.
  
    - 3.04 Funding from Friendswood and League City will be paid pursuant to the agreement with Harris County in accordance with the terms of the Program (the "Program Agreement").
  
4. Entire Agreement. The provisions of this First Amendment and the MOU should be read together and construed as one agreement; provided that in the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the MOU, the provisions of this First Amendment shall control.
  
5. Interpretation. This First Amendment has been jointly negotiated by the Parties hereunder and shall not be construed against a Party hereunder because that Party may have assumed primary responsibility for the drafting of this First Amendment.
  
6. Captions. Captions contained in the MOU and First Amendment are for reference only and, therefore, have no effect in construing the documents. The captions are not restrictive of the subject matter of any section.

EXECUTED in duplicate originals on the dates indicated.

CITY OF FRIENDSWOOD

CITY OF LEAGUE CITY

\_\_\_\_\_  
MORAD KABIRI, City Manager

\_\_\_\_\_  
JOHN BAUMGARTNER, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

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RAQUEL MARTINEZ, City Secretary

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DIANA STAPP, City Secretary

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