

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
AMONG THE CITY OF LEWISVILLE, THE TOWN OF FLOWER MOUND AND  
THE CITY OF HIGHLAND VILLAGE**

This First Amendment to Interlocal Agreement (the “**First Amendment**”) is entered into by and among the City of Lewisville (“**Lewisville**”), the Town of Flower Mound (“**Flower Mound**”), and the City of Highland Village (“**Highland Village**”), all entities being located in Denton County, Texas and hereinafter referred to collectively as “**Cities**” or individually as a “**City**”. The Cities execute this First Amendment in accordance with the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act:

**RECITALS**

**WHEREAS**, the Cities previously entered into a certain Interlocal Agreement (the “**Agreement**”), effective October 21, 2021, establishing the terms by which the Cities will jointly design, construct, maintain, operate, manage, and use a fire training facility on property owned by Lewisville; and

**WHEREAS**, the Cities acknowledge they have each paid their respective shares of the Shared Capital Costs in accordance with Section 3.2 of the Agreement; and

**WHEREAS**, the Facility Operations Committee determined that the original estimate of Shared Capital Cost for the initial design, construction, and equipping of the Facility is insufficient, resulting in cost overruns; and

**WHEREAS**, the Cities desire to amend the terms of the Agreement to account for said cost overruns, as more specifically provided herein.

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Cities agree as follows:

**SECTION 1.** Recitals. The recitals are incorporated into this First Amendment and are true and correct for all purposes.

**SECTION 2.** Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

**SECTION 3.** Amendments to Agreement.

(a) Article I, Definitions, is hereby amended as by adding the following definitions:

“**Cost Overruns**” means the actual Shared Capital Costs for the initial design, construction, and equipping of the Facility that exceeds the Original Estimate.

“**Original Estimate**” shall have the meaning given that phrase as set forth in Section 3.2.A.

- (b) Article III, Design and Construction of Facility, Section 3.2., Advance Payment to Paying City, subsections A and B are hereby amended to read in their entirety, as follows:
- A. The original estimate of the Shared Capital Costs for the initial design, construction, and equipping of the Facility is FOUR MILLION NINE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$4,961,250.00) (the “Original Estimate”).
  - B. The amount of the Cost Overruns is ONE MILLION NINE HUNDRED TWELVE THOUSAND NINE HUNDRED TEN AND 00/100 DOLLARS (\$1,912,910.00).
- (c) Article V, Division of Costs, is hereby amended to add a new Section 5.5 “Allocation and Payment of Cost Overruns,” to read as follows:

**5.5 Allocation and Payment of Cost Overruns.**

- A. The Cities agree that the proportionate share of Cost Overruns shall be allocated as follows:
- (1) Lewisville shall pay a 51.6% undivided interest, not to exceed NINE HUNDRED EIGHTY-SEVEN THOUSAND SIXTY-ONE AND 56/100 DOLLARS (\$987,061.56).
  - (2) Flower Mound shall pay a 40.6% undivided interest, not to exceed SEVEN HUNDRED SEVENTY-SIX THOUSAND SIX HUNDRED FORTY-ONE AND 46/100 DOLLARS (\$776,641.46).
  - (3) Highland Village shall pay a 7.8% undivided interest, not to exceed ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED SIX AND 98/100 DOLLARS (\$149,206.98).
- B. Each City shall pay its share of the Cost Overruns to Lewisville no later than January 15, 2024. Funds paid by each City for Cost Overruns are in addition to the Shared Capital Costs as set forth in Section 3.2. Lewisville, as the Paying City, will place the funds paid by the Cities for Cost Overruns into a restricted project account and spend such funds only to pay the Cost

Overruns.

**SECTION 4.** Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

**SECTION 5.** Amendments. This First Amendment may be amended or modified only by the mutual agreement of the Cities. Such amendment or modification must be in writing and executed by an authorized representative of each City.

**SECTION 6.** Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 7.** Counterparts. This First Amendment may be executed in multiple counterparts and shall be binding on and inure to the benefit of each City, and each counterpart shall be deemed an original for all purposes when duly authorized by the governing body of each City and signed by such City's duly authorized representative.

**SECTION 8.** Binding Nature. This First Amendment shall be binding on and inure to the benefit of the Cities and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this First Amendment and the Agreement.

**IN WITNESS WHEREOF,** the Cities hereto have executed this First Amendment to be effective upon execution and dating by each City. The First Amendment shall be effective from the last date signed and marked on this First Amendment by a participating City.

**Signatures on Following Pages**

**APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS**

**BY:**

\_\_\_\_\_  
Claire Powell, CITY MANAGER

**DATE:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Thomas Harris III, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lizbeth Plaster, CITY ATTORNEY

**APPROVED BY THE CITY COUNCIL OF THE CITY OF THE HIGHLAND VILLAGE,  
TEXAS**

**BY:**

\_\_\_\_\_  
Paul Stevens, CITY MANAGER

**DATE:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Angela Miller, CITY SECRETARY

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Kevin B. Laughlin, CITY ATTORNEY

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND,  
TEXAS**

**BY:**

\_\_\_\_\_  
Derek France, TOWN MANAGER

**DATE:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Theresa Scot, TOWN SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryn Meredith, TOWN ATTORNEY