

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

This **Second Amendment to Interlocal Agreement** (the “**Second 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 home rule municipalities and hereinafter referred to collectively as “**Cities**” or individually as a “**City**”. The Cities execute this Second 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 amended the Agreement (“**First Amendment**”), effective October 3, 2023, addressing cost overruns on the original estimate of Shared Capital Cost for the initial design, construction, and equipping of the Facility; and

**WHEREAS**, during excavation of the Facility Property, the unanticipated presence of groundwater was discovered; and

**WHEREAS**, such groundwater must be mitigated and measures taken to prevent further migration of groundwater into the Facility Property before the construction of the Facility may proceed; and

**WHEREAS**, the Cities desire to further amend the Agreement to account for the cost of said groundwater mitigation efforts, 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 Second Amendment and are true and correct for all purposes.

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

**SECTION 3.** Amendments to Agreement. The Agreement, as amended by the First Amendment, is amended as follows:

- (a) Article I, Definitions, is hereby amended by amending the definition of “Cost Overruns” and adding definitions for the phrases “Additional Cost Overruns” and “Original Cost Overruns” to read as follows:

**“Additional Cost Overruns”** means the costs attributable to labor and materials relating to the groundwater mitigation measures described in that certain change order between Lewisville and CORE Construction Services of Texas, Inc., dated June 17, 2024.

**“Cost Overruns”** means, collectively, the Original Cost Overruns and Additional Cost Overruns.

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

- (b) Article III, Design and Construction of Facility, Section 3.2., Advance Payment to Paying City, is amended by (i) changing the phrase “Cost Overruns” to read “Original Cost Overruns” where such phrase appears in subsection B. of Section 3.2, as amended, and (ii) adding subsection C. to read as follows:

C. The amount of the Additional Cost Overruns is THREE HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$395,000).

- (c) Article V, Division of Costs, Section 5.1., Shared Capital Costs for Initial Design, Construction, and Equipping of the Facility, is deleted in its entirety and replaced to read as follows:

**5.1 Shared Capital Costs for Initial Design, Construction, and Equipping of the Facility.**

A. Each City has paid its portion of the Original Estimate.

B. The Cities agree the Cost Overruns shall be allocated and paid as set forth in Section 5.5.

- (d) Article V, Division of Costs, Section 5.5, Allocation and Payment of Cost Overruns, is amended by (i) changing the phrase “Cost Overruns” to read “Original Cost Overruns” where such phrase appears in subsections A. and B. of Section 5.5, as amended, and (ii) adding subsections C. and D. to read as follows:

C. The Cities agree the proportionate share of the Additional Cost Overruns shall be allocated as follows:

- (1) Lewisville shall pay a 51.6% undivided interest, not to exceed TWO HUNDRED THREE THOUSAND EIGHT HUNDRED TWENTY AND 00/100 DOLLARS (\$203,820.00).
- (2) Flower Mound shall pay a 40.6% undivided interest, not to exceed ONE HUNDRED SIXTY THOUSAND THREE HUNDRES SEVENTY AND 00/100 DOLLARS (\$160,370.00).
- (3) Highland Village shall pay a 7.8% undivided interest, not to exceed THIRTY THOUSAND EIGHT HUNDRED TEN AND 98/100 DOLLARS (\$30,810.00).

D. Each City shall pay its share of the Additional Cost Overruns to Lewisville no later than October 14, 2024. Funds paid by each City for the Additional Cost Overruns are in addition to the Shared Capital Costs and Original Cost Overruns as set forth in Section 3.2. Lewisville, as the Paying City, will place the funds paid by the Cities for the 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 Second Amendment, all other terms and provisions of the Agreement, as amended by the First Amendment, shall remain in full force and effect, and as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, as amended by the First Amendment, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

**SECTION 5. Amendments.** This Second 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 Second 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, as amended by the First Amendment, and this Second Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 7. Counterparts.** This Second 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 Second Amendment shall be binding on and inure to the benefit of the Cities and their respective successors and assigns as permitted by this Second Amendment and the Agreement, as amended by the First Amendment.

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

**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:**

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Kevin B. Laughlin, CITY ATTORNEY

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

**BY:**

\_\_\_\_\_  
Cheryl Moore, TOWN MAYOR

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

**ATTEST:**

\_\_\_\_\_  
Theresa Scott, TOWN SECRETARY

**APPROVED AS TO FORM:**

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