

**AMENDMENT NO. 1 TO  
CITY OF FORT WORTH AND TARRANT COUNTY, TEXAS  
AGREEMENT TO PARTICIPATE IN  
TAX INCREMENT REINVESTMENT ZONE NUMBER SIXTEEN,  
CITY OF FORT WORTH, TEXAS**

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This **AMENDMENT NO. 1 TO CITY OF FORT WORTH AND TARRANT COUNTY, TEXAS AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER SIXTEEN, CITY OF FORT WORTH, TEXAS (“Amendment”)** is entered into by and between the **CITY OF FORT WORTH, TEXAS** (the “**City**”), a home rule municipality organized under the laws of the State of Texas and **TARRANT COUNTY, TEXAS (“Taxing Unit”)**.

The City and Taxing Unit hereby agree that the following statements are true and correct and constitute the basis upon which the City and Taxing Unit have entered into this Amendment:

**A.** On September 12, 2023, the City Council of the City of Fort Worth, Texas (the “**Council**”) adopted City Ordinance No. 26420-09-2023 designating certain real property that includes approximately 5181.922 acres as Tax Increment Reinvestment Zone Number Sixteen, City of Fort Worth, Texas (the “**Zone**”).

**B.** On June 18, 2024, the City and Taxing Unit entered into an agreement (“**Participation Agreement**”) under which Taxing Unit agreed to deposit fifty percent (50%) of Taxing Unit’s Tax Increment, up to a maximum of \$154,684,773.00, into the Tax Increment Fund for the Zone, as specifically provided in that Participation Agreement.

**C.** The Participation Agreement incorrectly states that “the County agrees to deposit each year during the term of the TIF District beginning with the 2023 tax year, fifty percent (50%) of the County’s Tax Increment into the Tax Increment fund.” This Amendment to the Participation Agreement corrects this statement to reflect the County’s agreement to deposit each year during the term of the TIF District **beginning with the 2024 tax year**, fifty percent (50%) of the County’s Tax Increment into the Tax Increment fund.

**NOW, THEREFORE**, the City and Taxing Unit, for and in consideration of the terms and conditions set forth herein, do hereby contract, covenant and agree as follows:

**1.** Section 3. Deposit of Tax Increment, of the Participation Agreement is hereby amended to correctly define the first tax year in which increment will be deposited – tax year 2024 and should read as follows:

Pursuant to a Resolution duly adopted by the governing body of the County, which Resolution is attached hereto as **Exhibit “C”** and is hereby made part of this Agreement for all purposes, and specifically subject to Section 4 of this Agreement, the County hereby agrees to deposit each year during the term of the TIF District, **beginning with the 2024 tax year**, fifty percent (50%) of the County’s Tax Increment into the Tax Increment Fund up to a maximum cumulative contribution of one hundred fifty-four million six hundred eighty-four thousand seven hundred seventy-three dollars (\$154,684,773.00) (the **“Maximum County Contribution”**). The calculation to determine the dollar amount of the County’s Tax Increment to be deposited shall be made in accordance with the County’s Tax Increment Financing Policy and such deposits shall be made in accordance with the City’s standard administrative procedures relative to all tax increment reinvestment zones administered by the City, but only following receipt of a bill from the City that outlines the City’s calculation of the amount of the deposit that is required for that year.

2. All other terms set forth in the Participation Agreement and their respective definitions, as well as all other provisions and conditions of the Participation Agreement, shall remain in full force and effect.

3. Capitalized terms used but not identified in this Amendment shall have the same meanings assigned to them in the Participation Agreement.

4. This Amendment contains the final written expression of the City and Taxing Unit with respect to the subject matter hereof. This Amendment may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

**EXECUTED** as of the later date below:

**CITY OF FORT WORTH, TEXAS:**

**TARRANT COUNTY, TEXAS:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Tim O’Hare, County Judge

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

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

ATTEST:

ATTEST:

By: \_\_\_\_\_

City Secretary

By: \_\_\_\_\_

Deputy County Clerk

APPROVED AS TO FORM/LEGALITY:

APPROVED AS TO FORM\*:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Assistant Criminal District Attorney

*\*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.*