

STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND   §

**SECOND AMENDMENT TO AGREEMENT FOR  
CONSULTING SERVICES FOR DRAINAGE ASSISTANCE REVIEW ASSISTANCE  
BETWEEN FORT BEND COUNTY DRAINAGE DISTRICT AND FREESE AND NICHOLS, INC.**

**THIS SECOND AMENDMENT**, is made and entered into by and between Fort Bend County Drainage District, (hereinafter “Drainage District”), a body corporate and politic under the laws of the State of Texas, and Freese and Nichols, Inc. (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Consulting Services for Drainage Review Assistance on September 25, 2018, (hereinafter “Agreement”), as amended by document executed on April 2, 2019, (hereinafter “Amendment”); and

WHEREAS, the parties desire to further amend the Agreement to allow Consultant to provide additional Services under the Agreement.

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. Drainage District shall pay Consultant an additional amount not to exceed twenty-five thousand dollars and no/100 (\$25,000.00) to perform the additional Services under the terms of the Agreement.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed one hundred fifteen thousand dollars and no/100 (\$115,000.00), authorized as follows:
  - \$50,000.00 under the Agreement;
  - \$40,000.00 under the Amendment; and
  - \$25,000.00 under this Second Amendment.
3. In no case shall the amount paid by Drainage District for all Services under the Agreement, the Amendment, and this Second Amendment exceed the Maximum Compensation without an agreement executed by the parties.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY DRAINAGE DISTRICT

FREESE AND NICHOLS, INC

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Representative – Signature

\_\_\_\_\_  
Date

Hector E Olmos  
\_\_\_\_\_  
Authorized Representative – Name

ATTEST:

Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

06/10/2019  
\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Mark Vogler, P.E., Chief Engineer

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of the Fort Bend County Drainage District under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor