

Section 4. Limit of Appropriation

A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$122,867.91 specifically allocated to fully discharge any and all liabilities County may incur.

B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed \$122,867.91.

- II. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

***Remainder left blank
Execution page follows***

III. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

“County”
FORT BEND COUNTY

By: _____
KP George, County Judge

Date: _____

ATTEST:

Laura Richard, County Clerk

“Contractor”
DE NORA NEPTUNE, LLC

By: _____


Name: Alex Gonzalez

Title: President

Date: 11/3/2020

ATTEST:

Name Date: _____

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AUDITOR’S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor