

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
CONSULTING SERVICES FOR DRAINAGE 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 "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 or about December 1, 2020, (hereinafter "Agreement"), as amended by document executed on April 27, 2021, (hereinafter "Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to increase the Maximum Compensation payable to the Consultant under the Agreement.

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

1. County shall pay Consultant an additional amount not to exceed twenty thousand dollars and no/100 (\$20,000.00) for additional fees to perform additional Services.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed one hundred sixty thousand dollars and no/100 (\$160,000.00), authorized as follows:
 \$90,000.00 under the Agreement;
 \$50,000.00 under the Amendment; and
 \$20,000.00 under this Second Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and any subsequently executed amendment exceed the Maximum Compensation without an agreement executed by the parties.
4. BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement and any subsequently executed 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 Agent – Signature

Date

Hector Olmos

Authorized Agent – Printed Name

ATTEST:

Vice President

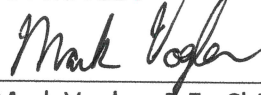
Title

07/20/2021

Laura Richard, County Clerk

Date

APPROVED:



Mark Vogler, P.E., Chief Engineer

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