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SMALL & MINORITY BUSINESS COVID-19 RECOVERY

This First AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES SMALL & MINORITY BUSINESS COVID-19 RECOVERY is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and CARTER BROTHERS CONSULTING, LLP (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about June 23, 2020, the Parties entered into AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES SMALL & MINORITY BUSINESS COVID-19 RECOVERY hereinafter referred to as the “Agreement” and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Consultant agree as following changes to reflect Service provided during the Term of the Agreement.

I. Amendments

The following Sections are amended to reflect funding for agreed Services provided by Contractor:

Section 3. Compensation and Payment is amended to add additional funding of \$250,000.00 for all services as follows:

Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is a fee in an amount not to exceed one million two hundred and fifty thousand dollars and no/100 (\$1,250,000.00) including reimbursable expenses. In no case shall the amount paid by the County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties. Travel expenses submitted for reimbursement must be incurred in accordance with the County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.

Section 4. Limit of Appropriation is amended to reflect the additional funding of \$250,000.00 as follows:

4.1 Consultant 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 one million two hundred and fifty thousand dollars and no/100 (\$1,250,000.00) specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed one million two hundred and fifty thousand dollars and no/100 (\$1,250,000.00).

- 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 the most recently executed document shall prevail.

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Execution page follows*

III. Execution

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective as agreed to herein.

FORT BEND COUNTY

CARTER BROTHERS CONSULTING, LLP



KP George
County Judge

Authorized Agent – Signature

Date

Stephen L. Carter
Authorized Agent- Printed Name

ATTEST:

Managing Partner
Title

Laura Richard, County Clerk

04/07/2021
Date

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

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