

STATE OF TEXAS

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COUNTY OF FORT BEND

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**FOURTH AMENDMENT AND RENEWAL OF AGREEMENT
FOR BROKER OF RECORD SERVICES**

(Pursuant to RFP 19-037)

This Fourth Amendment and Renewal of Agreement for Broker of Record Services (Fourth Amendment) is made and entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the state of Texas, and MCGRIFF, SIEBELS & WILLIAMS, INC., (Contractor"), a corporation authorized to conduct business in the state of Texas. County and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, County and Contractor previously entered into that certain agreement on or about March 26, 2019 (the "Agreement") pursuant to RFP 19-037, which was subsequently amended on or about March 10, 2021, March 23, 2021, and April 1, 2022; and

WHEREAS, by execution of this Fourth Amendment, the Parties desire to amend the Agreement to provide for a renewal of the term for the 2023-2024 year, amend certain terms, and otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby renewed and amended as follows:

- (1) **Renewal Term.** The Agreement is hereby renewed effective April 1, 2023 and shall terminate at 11:59 pm on March 31 2024, unless sooner terminated in accordance with the terms of the Agreement.
- (2) **Limit of Appropriation.**
 - A. Contractor understands and agrees that the total Maximum Compensation for the services provided by Contractor under this Agreement is Seventy Four Thousand and 00/100 Dollars (\$74,000.00) In no event shall the amount paid by County under this Agreement exceed the total Maximum Compensation without a County approved change order.
 - B. Contractor further 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 Seventy Four Thousand and 00/100 Dollars (\$74,000.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement per one year contract period.

- C. Contractor further understands and agrees, 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 under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seventy Four Thousand and 00/100 Dollars (\$74,000.00) per one year contract period.

(3) **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

- (4) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- (5) **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.
- (6) **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Fourth Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, this Fourth Amendment is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Fourth Amendment and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY, TEXAS

KP George, County Judge

Date

MCGRIFF, SIEBELS & WILLIAMS, INC.

Authorized Agent- Signature

Authorized Agent- Printed Name

Title

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, Texas under this Agreement.

Robert E. Sturdivant,
County Auditor

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