

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES**

THIS SECOND AMENDMENT is made and entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and MPACT Strategic Consulting, LLC (“Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the parties have executed and accepted that certain Agreement for environmental review and consulting services as required for various County improvement projects pursuant to SOQ 20-109, on or about January 12, 2021, and as amended on or about October 25, 2022 (collectively the “Agreement”), and incorporated fully by reference for all purposes; and

WHEREAS, Contractor represents that it is still qualified and desires to perform services under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to extend the time to satisfy performance under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the Agreement and this Amendment, the parties agree as follows:

- 1. Time of Performance.** This Second Amendment is effective as of April 1, 2023, and will continue in full effect until December 31, 2023. This extension in Time of Performance will not change or otherwise affect the total maximum compensation under the Agreement.

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this Second Amendment and the Agreement, the provisions of this Second Amendment shall prevail regarding the conflict.

*{Execution Page Follows}*

*{Remainder Intentionally Left Blank}*

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 County.

**FORT BEND COUNTY**

**MPACT STRATEGIC CONSULTING LLC**

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

*Spurgeon Robinson*  
\_\_\_\_\_  
Spurgeon Robinson  
President

\_\_\_\_\_  
Date

06/20/2023  
\_\_\_\_\_  
Date

ATTEST:

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

**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