

STATE OF TEXAS §

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COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR PROPERTY AND CASUALTY
INSURANCE PROGRAM THIRD PARTY ADMINISTRATION SERVICES
PURSUANT TO RFP 19-086**

This Second Amendment is entered into between **Fort Bend County** ("County"), a body corporate and politic under the laws of the State of Texas, and **Cannon Cochran Management Services, Inc.** ("Contractor"), a Delaware Corporation, a company authorized to conduct business in the State of Texas, collectively referred to herein as "Party" or "Parties".

WITNESSETH

WHEREAS, the parties have executed and accepted that certain Agreement for Contractor to provide Third Party Administration Services for County's Property and Casualty Insurance Programs, pursuant to RFP 19-086, on January 4, 2022, which was subsequently amended on April 11, 2023, (collectively the "Agreement"), and is incorporated fully herein by reference; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to extend the time of performance for the completion of such services; and

WHEREAS, Texas Insurance Code, §4151 requires all applicable sections of the statute to be contained in the Agreement; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that it is the intention of the County that the Agreement and this Amendment is in compliance with Texas Insurance Code §4151, insofar as any section of Texas Insurance Code §4151 might apply; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AMENDMENT

Time of Performance

Time for performance of the Services under this Agreement, as amended, shall be extended to end no later than January 31, 2024. Contractor shall complete the Scope of Services in accordance with RFP 19-086 within this time or within such additional time as may be extended by County.

Compensation and Payment

- A. There is no additional compensation anticipated by execution of this Amendment. Thus, in no case shall the amount paid by County for all Services under this Amendment exceed the Maximum Compensation of four hundred thousand and 00/100 dollars (\$400,000.00) without written agreement executed by both parties.
- B. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Amendment, County shall notify all necessary parties that the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

Recitals

The recitals set forth above are incorporated herein by reference and made a part of the Agreement.

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.

Modifications and Conflict

Except as modified herein, the Agreement, as amended, 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 Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon execution by County.

FORT BEND COUNTY

**CANNON COCHRAN MANAGEMENT
SERVICES, INC.**

KP George, County Judge

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

APPROVED:

Wyatt Scott
Fort Bend County Risk Management Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 400,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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