

maximum sum of Three Million, Five Hundred Thousand, Three Hundred Thirteen and no/100 dollars (\$3,500,313.00) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of the 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 under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Three Million, Five Hundred Thousand, Three Hundred Thirteen and no/100 dollars (\$3,500,313.00).

3. **Time of Performance.** Time for performance of the Services under this Agreement shall be extended to terminate on May 31, 2028. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended in writing by County.
4. **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, Consultant hereby verifies that Consultant 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, Consultant 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, Consultant 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, Consultant 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.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT 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. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
7. **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 Amendment shall prevail with regard to the conflict.

FORT BEND COUNTY

 KP George
 County Judge

ATTEST:

 Laura Richard, County Clerk

 Date

PUBLIC MANAGEMENT, INC.



 Authorized Agent- Signature

Patrick K. Wiltshire

 Authorized Agent- Printed Name

President

 Title

November 24, 2025

 Date

REVIEWED BY:



 Mark Vogler
 Fort Bend County Drainage District
 Director and Chief Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 40,127.00 to accomplish and pay the obligation of Fort Bend County Drainage District under this contract.

 Robert Ed Sturdivant, County Auditor

Exhibit A-2: Amendment No. 2 Administrative Services Contract Between Public Management, Inc and Fort Bend County

EXHIBIT A-2

(Follows Behind)

AMENDMENT NO.2

ADMINISTRATIVE SERVICES CONTRACT BETWEEN PUBLIC MANAGEMENT, INC AND FORT BEND COUNTY

Per Section 3 (Maximum Compensation and payment), Section 5 (Time of Performance), and Section 34 (Inclusion by Reference) of the Management Services contract entered into on September 13, 2022, and subsequent Work Authorization between Public Management, Inc. and Fort Bend County for Administrative Services associated to the County's CDBG-MIT MOD Contract No. 24-065-051-E543 the following language seeks to amend the Management Services Contract:

Section 3 Maximum Compensation

3.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the fee is based on the County's final grant award amount. The County anticipates having available the total maximum sum of **Two Million Six Hundred ninety-five Thousand three Hundred Thirteen dollars and 00/100 cents (\$2,695,313.00) associated with Contract No. 24-065-051-E543**, payable solely from grant funds and specifically allocated to fully discharge any and all liabilities County may incur. In no event shall the amount paid by the County for all services under this Agreement exceed this maximum compensation amount without an amendment executed by the parties. Any products provided, or services rendered, in excess of **Three Million Five Hundred Thousand Three Hundred Thirteen dollars and 00/100 cents (\$3,500,313.00)**, without an executed amendment, will be at the Consultant's expense and not payable by County.

3.2 The parties agree that upon the determination of the total funding request amount, Consultant and County will execute the Work Authorization (Attachment II) that will detail the final contract amount and cost for services. The attached Work Authorization assumes that County will be allocated total funds of \$56,030,000.00 (Contract No. 24-065-051-E543) plus \$25,825,900.00 (Contract No. 24-065-060-E570), based on the HGAC most recently released contracts as of 01/13/2025. The proposed costs listed within the attached Work Authorization are subject to change based on modification of the County's allocation from HGAC. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring review or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Section 5 Time of Performance

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from the Drainage District Director or authorized representative. Consultant shall complete the tasks described in the Scope of Services by May 31, 2028 or within such additional time as may be extended by the Drainage District Director.

Section 34 Inclusion by Reference

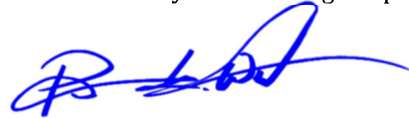
CDBG-MIT CONTRACT No. 24-065-051-E543		
GENERAL ADMINISTRATIVE SERVICES		
<u>MILESTONE</u>	<u>PERCENTAGE</u>	<u>FEE</u>
Kick-off Meeting & Start-up Package	15%	\$352,500.00
Environmental Notice to Proceed	15%	\$352,500.00
Authority to Use Grant Funds	20%	\$470,000.00
Acquisition Services	N/A	\$39,000.00
Bid Advertise	10%	\$235,000.00
Construction Notice to Proceed	25%	\$587,500.00
As-Builts/COCC/FWCR	10%	\$235,000.00
Closeout Packet Approval	5%	\$117,500.00
Subtotal	100%	\$2,389,000.00
ENVIRONMENTAL SERVICES		
Environmental Service	N/A	\$306,313.00
Subtotal	N/A	\$306,313.00
TOTAL FEE		\$2,695,313.00

It is agreed that the amendment is allocating \$40,127.00 for special environmental services at the following project sites:


1. Steep Bank Creek Mussel Survey
2. Mustang Bayou ESA Change order
3. Mustang Bayou LIS

It is also agreed that payments to such consultant shall be subject to adjustment where monitoring reviews or audits indicate that services were compensated at greater than reasonable rates.

Be it resolved by the undersigned parties:



Patrick K. Wiltshire
President
Public Management, Inc.



KP George
County Judge
Fort Bend County

Laura Richard
County Clerk
Fort Bend County

Mark Vogler
Director and Chief Engineer
Fort Bend County Drainage District