

STATE OF TEXAS

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COUNTY OF FORT BEND

FIRST AMENDMENT TO AGREEMENT FOR FEDERAL AND STATE LEVEL GRANT ADMINISTRATION AND APPLICATION SUPPORT FOR FORT BEND COUNTY

(Pursuant to RFP 19-041)

This First Amendment to the Agreement for Federal and State Level Grant Administration and Application Support For Fort Bend County (“Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and TETRA TECH, INC. (“Consultant”), a corporation duly authorized to conduct business in the state of Texas. County and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Consultant is a corporation which provides consulting services for governmental entities including federal and state level grant administration and application support services; and

WHEREAS, on or about December 18, 2024, County and Consultant entered into that certain Agreement for Federal and State Level Grant Administration and Application Support pursuant to RFP 19-041, referred to as the “Agreement” and incorporated fully by reference for all purposes; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to allow Consultant to continue to provide such consulting services to County and to extend the time of performance, as set forth herein.

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. Section 5 of the Agreement is amended in its entirety as follows:

Section 5. Term of Agreement

Time for performance of the Scope of Services under the Agreement shall be extended to end no later than January 31, 2026. The Parties acknowledge and agree that Services were and will be supported by good and valuable consideration during this extended Term of this Agreement, the sufficiency of which is acknowledged by the Parties.

3. **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 First Amendment shall prevail with regard to the conflict.
4. **Understanding, Fair Construction.** By execution of this First Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this First Amendment. This First Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
5. **Severability.** If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

{Execution Page Follows}

IN WITNESS WHEREOF, this First 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 First 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

TETRA TECH, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Jonathan Burgiel

Authorized Agent – Printed Name

ATTEST:

Business Unit President

Title

Laura Richard, County Clerk

12/09/2025

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor