

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

RENEWAL AGREEMENT BETWEEN
FORT BEND COUNTY AND PATRICK J. CRABTREE

THIS RENEWAL Agreement is made and entered into by and between and between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners Court (hereinafter referred to as "County") and Patrick J. Crabtree, an individual doing business in the State of Texas (hereinafter referred to as "Consultant.")

RECITALS

WHEREAS, County and Consultant entered an Agreement dated April 6, 2010, (collectively, the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. County and Consultant desire to renew said Agreement as set forth below:

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Consultant is hereby amended to read:

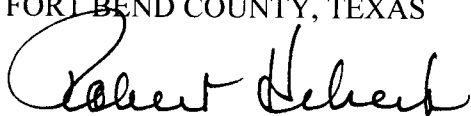
- A. As compensation for the Services, County agrees to compensate Consultant at the rate of \$55.00 per hour for a minimum of 40 hours per week. At the request of County, Consultant may provide services in excess of 40 hours per week at a rate of \$82.50 per hour. The funding for this Agreement shall not exceed \$120,000.00 for the term of this Agreement.
- B. This agreement will be in effect upon execution of County and shall terminate on or before September 30, 2011. This Agreement may be renewed so long as OCDETF funding is available. Any renewal shall be subject to a written amendment to this Agreement.
- C. This Agreement may be terminated at any time, for any reason, by either party, or by giving thirty (30) days written notice to the other party.
- D. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by the OCDETF grant, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which OCDETF grant appropriations were made without penalty, liability or expense to County.
- E. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. If there is a conflict between this Renewal and the Agreement, the provisions of this Renewal shall prevail.

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EXECUTION

This Agreement shall not become effective until executed by County

FORT BEND COUNTY, TEXAS



Robert E. Hebert, County Judge

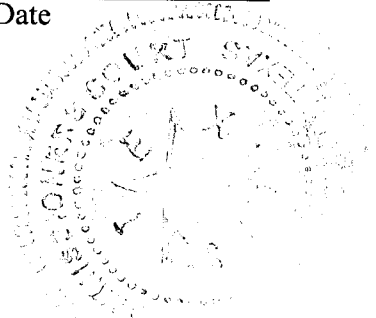
10-12-2010

Date

Attest:



Dianne Wilson, County Clerk



CONSULTANT: PATRICK J. CRABTREE



PATRICK J. CRABTREE

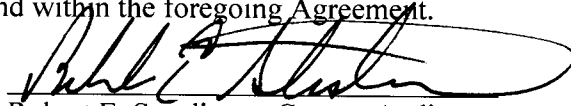
10-6-10

Date

I:MER/Patrick J. Crabtree.SO Computer Consultant..RENEWAL.3357

AUDITOR'S CERTIFICATION

I hereby certify that funds are available in the amount of \$120,000 to pay the obligation of Fort Bend County under and within the foregoing Agreement.



Robert E. Sturdivant, County Auditor