

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR RESEARCH SERVICES
FOR REVIEW OF COUNTY-WIDE WATERSHED STUDY SUBMITTALS**

This First Amendment to Agreement for Research Services for Review of County Wide Watershed Study Submittals (“First Amendment”) is made and entered into by and between FORT BEND COUNTY DRAINAGE DISTRICT (“District”), a body corporate and politic organized under the laws of the state of Texas, and WILLIAM MARSH RICE UNIVERSITY (“University”), an institution of higher education in the state of Texas. District and University may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, on June 9, 2022, District and University entered into that certain agreement on for research services for a county-wide watershed study; and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to extend the time of performance for the services provided under the Agreement and otherwise ratify and confirm all the terms and conditions as set forth therein.

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

- (1) **Section 5, Time of Performance** is amended in its entirety to extend the time of performance and now reads as follows:

Section 5. Time of Performance


The time for performance of the Scope of Services by University shall begin with receipt of the Notice to Proceed from District and shall end no later than May 31, 2023. University shall complete the tasks described in the Scope of Services, as provided in Exhibit A, within this time or within such additional time as may be extended by District.

- (2) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- (3) **Human Trafficking.** BY ACCEPTANCE OF THIS FIRST AMENDMENT, UNIVERSITY 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.

- (4) **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.

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 DRAINAGE DISTRICT


County Judge KP George
KP George,
County Judge

February 7, 2023
Date



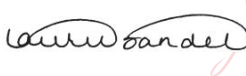
ATTEST:


Laura Richard, County Clerk

APPROVE:


Mark Vogler, P.E., Chief Engineer

WILLIAM MARSH RICE UNIVERSITY

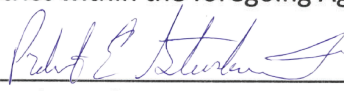

Digitally signed by Laurie Sandel
Date: 2023.01.27 08:23:51 -06'00'
Authorized Agent – Signature

Laurie Sandel
Authorized Agent – Printer Name

Contracting Officer
Title
1/27/2023
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 350,000.00 are available to pay the obligation of Fort Bend County, Texas Drainage District within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

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