

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

This Second 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 (the "Agreement"); and

WHEREAS, the Agreement was subsequently amended on February 7, 2023 to extend the time of performance for the services (the "First Amendment"); and

WHEREAS, by execution of this Second Amendment, the Parties desire to amend the Agreement to extend the time of performance for the services to address various issues with the County-wide Watershed Study and to investigate and correct FNI models and data for Big Creek, 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, as amended by the First Amendment, 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 September 30, 2024. University shall complete the tasks described in the Scope of Services for the Agreement, as amended, within this time or within such additional time as may be extended by District. The Parties further agree that the services provided under this Agreement, as amended, were and are supported by good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties.

- (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 SECOND AMENDMENT, UNIVERSITY ACKNOWLEDGES THAT FORT BEND COUNTY DRAINAGE DISTRICT IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO DISTRICT 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 Second Amendment shall prevail with regard to the conflict.

{Execution Page Follows}

IN WITNESS WHEREOF, this Second 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 Second Amendment. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY DRAINAGE DISTRICT

WILLIAM MARSH RICE UNIVERSITY

KP George
KP George,
County Judge

Laurie Sandel Laurie Sandel
2025.01.06 15:44:42 -06'00'
Authorized Agent – Signature

January 29, 2025
Date Approved by Commissioners Court on 1/28/2025

Laurie Sandel
Authorized Agent – Printer Name

ATTEST:

Laura Richard
Laura Richard, County Clerk



Asst. Director for Contracts, Office of Sponsored Projects
Title
01/06/2025
Date

APPROVE:

Mark Vogler
Mark Vogler, P.E., Chief Engineer

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
Robert Ed Sturdivant, County Auditor

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