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**Amendment # 1**

The Letter of Engagement dated April 8, 2019 (the "Agreement"), by and between Tom Green County, Texas ("Client") and Korn Ferry (US) ("Korn Ferry"), is amended as follows:

**Party Requesting Amendment**

Client and Korn Ferry are amending the Agreement to clarify the Professional Fees and Expenses to be charged under this Agreement.

**Description of Change**

Professional Fees and Expenses in Attachment 1

The language under Professional Fees and Expenses has been deleted in its entirety and replaced with the following.

"Our fee (inclusive of expenses) for this project totals \$100,000. This quote includes at 12% administrative fee as stated below. At a high level the major components of the fee estimate are as follows:

- Custom Survey- Professional fees \$58,035, Administrative fees= \$6,965. Total Custom Survey cost = \$65,000
- Consultative/Advisory support (Planning, Recommendations/Impact Analysis, Final Reports, Presentations, Account Management)- Professional fees \$31,250, Administrative fees= \$3,750. Total Advisory cost= \$35,000

Our professional fees are based on the time and level of resourcing required for quality results. Our fees are non-contingent and non-refundable. Any expenses, such as travel time, travel expenses, transportation fees, courier and other shipping charges are included in above stated professional fees.

Any changes to the scope of the Project, or Deliverables, or both must be agreed to in advance by both parties and documented in a Change Order signed by the parties.

As requested, client shall pay Korn Ferry in one lump sum payment at the completion of the Project in lieu of progress payments. Payment is due upon receipt.

Client waives the requirement for a performance bond for this Agreement.

Korn Ferry's cancellation policy shall apply for all scheduled consulting engagements.

If any provision of this Amendment contradicts the Agreement, this Amendment will govern. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

**Accepted by:**

**KORN FERRY (US)**

**TOM GREEN COUNTY, TEXAS**

By: \_\_\_\_\_

By: Stephen Hod

Name: \_\_\_\_\_

Name: Stephen C. Floyd

Title: \_\_\_\_\_

Title: County Judge

Date: \_\_\_\_\_

Date: 5-7-19