

**First Amendment
to the Consultation Agreement between
Jim Briggs
and the
City of Georgetown, Texas**

This First Amendment (“First Amendment”) is entered into by and between the **CITY OF GEORGETOWN**, a Texas Home-Rule Municipal Corporation (the “City”), and **JIM BRIGGS** (the “Consultant”) (collectively, the “Parties”). The **PARTIES** hereby agree as follows:

WHEREAS, the Parties entered into an Agreement on February 11, 2020 for Consultation Services, Contract No. 20-0020-CC, (the “Original Agreement”); and,

WHEREAS, the Original Agreement provided an initial term ending on September 30, 2021; and,

WHEREAS, the Parties desire to extend the Original Agreement to provide for an additional term; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to extend the Original Agreement for an Additional Term beginning on October 1, 2021 and ending on September 30, 2022 (the “Additional Term”).
2. Consultant agrees to provide the services below during the Additional Term:
 - Consulting services on long range water planning and regionalization of water infrastructure through coordination with the Brazos River Authority, including evaluation of long term water supply proposals and contract terms.
 - Service on the Region G Water Board to support long-range water planning for the City of Georgetown and the rest of Region G.
3. During the term of this Additional Term, the City will pay the Contractor an amount not to exceed forty thousand dollars (\$40,000.00).
4. All other terms and conditions of the Original Agreement not inconsistent with this Amendment shall apply. Except as expressly modified by this Amendment, the Original Agreement remains unchanged and in full force and effect, subject to its terms.

[Signature page to follow]

JIM BRIGGS

CITY OF GEORGETOWN

By:  _____

Printed Name: Jim Briggs

Title: Principal, Utility Management Consulting

Date: September 15, 2021

By: _____

Printed Name: Josh Schroeder

Title: Mayor

Date: _____



DECLARATIONS

POLICY NUMBER: PSJ0128152563

UNIQUE MARKET REFERENCES: B087520C9N5051

THE INSURED: JIM BRIGGS UTILITY MANAGEMENT CONSULTING

ADDRESS: 328 Ashwood Lane
Georgetown, TX 78628
US

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's and other insurers

THE INCEPTION DATE: 00:01 Local Standard Time on 14 Feb 2021

THE EXPIRY DATE: 00:01 Local Standard Time on 14 Feb 2022

TOTAL PAYABLE: USD1,200.00

Broken down as follows:

Premium: USD1,100.00

Policy Administration Fee: USD100.00

BUSINESS ACTIVITIES: Utility management consulting only

CHOICE OF LAW: Texas

SERVICE OF SUIT: Lloyd's America, Inc.
Attention: Legal Department
280 Park Avenue, East Tower, 25th Floor
New York, NY 10017

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

US CLASSIFICATION: Surplus Lines

SURPLUS LINES BROKER: R-T Specialty, LLC
#412469
Exp. 6/30/22

RETROACTIVE DATE: 14 Feb 2020

OPTIONAL EXTENDED REPORTING PERIOD: 12 months for USD1,100.00
(only payable if you choose to exercise this option)

APPROVED CLAIMS PANEL PROVIDERS: Wilson Elser
Context Security
Kivu Consulting
Crowdstrike
DOSArrest
Mullen Coughlin
Clyde & Co

CLAIMS MANAGER: CFC Underwriting Limited
newclaims@cfccunderwriting.com

CYBER INCIDENT RESPONSE LINE: In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1 844-677-4155

WORDING: PRO US v3.0

ENDORSEMENTS: ACTIVITIES EXCLUSION CLAUSE
INVESTMENT ADVICE EXCLUSION CLAUSE
TEXAS SURPLUS LINES CLAUSE



LIMITS OF LIABILITY AND DEDUCTIBLES

INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD2,000,000 including **costs and expenses**

SECTION A: ERRORS AND OMISSIONS

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION B: BREACH OF CONTRACT

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION D: CONTINGENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION E: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION F: POLLUTION LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION G: REGULATORY COSTS AND FINES

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION H: DISHONESTY OF EMPLOYEES

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION I: PAYMENT OF WITHHELD FEES

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**



INSURING CLAUSE 2: CYBER EVENT COSTS

NO COVER GIVEN

INSURING CLAUSE 3: COMMERCIAL GENERAL LIABILITY

NO COVER GIVEN

INSURING CLAUSE 4: COMMERCIAL PROPERTY

NO COVER GIVEN

INSURING CLAUSE 5: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 6: LOSS MITIGATION

Limit of liability: USD1,000,000 each and every claim

Deductible: USDO each and every claim

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 sub-limited to USD2,000 per day

Deductible: USDO each and every claim

INSURING CLAUSE 8: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability: USD100,000

Deductible: USDO each and every claim