

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT NO. 7 TO TRANSPORTATION SERVICES AGREEMENT
BETWEEN FORT BEND COUNTY AND FIRST TRANSIT, INC.
RFP 11-079**

THIS SEVENTH AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and First Transit, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain Transportation Services Agreement between Fort Bend County and First Transit, Inc., on November 22, 2011, and as amended on December 20, 2011, February 28, 2012, November 28, 2014, September 27, 2016, November 7, 2017, and on January 2, 2018 (hereinafter the "Agreement"), and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement by reference in the same as if fully set forth verbatim therein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. The time for performance of the Services shall be extended for an additional two months ending on November 30, 2018.
2. **The contents of this Section are required by Texas Law and are included by County regardless of content.**
 - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the

term of Agreement. If there is a conflict between this Seventh Amendment and the Transportation Services Agreement, the provisions of this Seventh Amendment shall prevail with regard to the conflict.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

FIRST TRANSIT, INC.

Robert E. Hebert, County Judge

John Mathews
Authorized Agent- Signature

John MATHEWS
Authorized Agent- Printed Name

ATTEST:

SR. VICE PRESIDENT
Title

Laura Richard, County Clerk

9-10-18
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor