

STATE OF TEXAS

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KNOW ALL BY THESE PRESENTS:

COUNTY OF FORT BEND

NINTH AMENDMENT TO
AGREEMENT FOR VENDING MACHINE SERVICES
RFP 11-068

THIS NINTH AMENDMENT to the Agreement for Vending Machine Services is made and entered into by and between FORT BEND COUNTY ("COUNTY"), acting by and through the Fort Bend County Commissioners Court and FIVE STAR FOOD SERVICES, INC., ("CONTRACTOR"), authorized to conduct business in the State of Texas, hereinafter collectively referred to a "Parties."

WITNESSETH:

WHEREAS, County and Contractor entered an agreement for Vending Machine Services pursuant to RFP 11-068, dated July 11, 2011, which was subsequently amended each year and was last amended on July 24, 2018, as detailed in the attached Exhibit "A", (collectively referred to as "Agreement"), incorporated by reference as if set forth herein verbatim; and

WHEREAS County and Contractor desire to amend and renew said Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Contractor is hereby amended to provide as follows:

- A. **Scope of Services.** Contractor shall render vending machine services to various county buildings and facilities as set forth in the attached Exhibit "A," which is incorporated fully by reference.
- B. **Term.** This Agreement shall renew on October 1, 2019 and shall terminate on September 30, 2020. Thereafter, this Agreement may renew upon written agreement of the parties.
- C. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
- D. **Confidentiality.** Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked

information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

- E. **Notice to County.** If Notice is to be delivered to the County, the Notice shall be sent to both the Fort Bend County Purchasing Agent and County Project Manager:

Debbie Kaminski, CPPB
Fort Bend County Purchasing Department
301 Jackson Street, Suite 201
Richmond, Texas 77469

James Knight, Director
Facilities Management & Planning Department
301 Jackson Street, Suite 301
Richmond, Texas 77469

- F. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
- G. **Binding Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
- H. **Agreement to Not Boycott Israel Chapter 2270 Texas Government Code.** By signature below, Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- I. **Texas Government Code Section 2251.152 Acknowledgement.** 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.
- J. **Conflict.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended. If there is a conflict between this Amendment and the Agreement and any prior amendments, the provisions of this Amendment shall prevail.
- K. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

{EXECUTION PAGE FOLLOWS}


IN WITNESS WHEREOF, this 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 Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

This Amendment shall become effective upon execution of County.

FORT BEND COUNTY:

FIVE STAR FOOD SERVICES, INC.:

By: _____
KP George, Fort Bend County Judge



Authorized Agent - Signature

Date

Cosmo Alessi

Authorized Agent- Printed Name

VICE PRESIDENT

Title

8/30/2019

Date

ATTEST:

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this Agreement and Extension thereof.

Robert Ed Sturdivant, County Auditor

EXHIBIT A
Vending Machine Locations
Five Star Food Services, Inc. – RFP 11-068

Location	Drink	Snack
CSCD (Probation) 4520 Reading Rd. Rosenberg, Texas 77471	3	1
FBC Info. Technology Jane Long Basement 500 Liberty St. Richmond, Texas 77469	1	0
Missouri City Annex 307 Texas Parkway Missouri City, Texas	1	1
Constable, Precinct #1 Fort Bend County Justice Ctr. 1517 Eugene Heimann Circle Richmond, Texas 77469	1	1
Constable, Precinct #3 22333 Grand Corner Drive Katy, Texas 77494	1	1
FBC Tax Assessor/Public Transit 12550 Emily Court Sugar Land, Texas 77478	1	1
FBC Rosenberg Annex 4520 Reading Road Rosenberg, Texas 77471	1	1
FBC Travis Annex 301 Jackson Street Richmond, Texas 77469	2	1