

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
AGREEMENT FOR PAUPER BURIALS, TRANSPORTS AND RELATED SERVICES
PURSUANT TO RFP 19-018**

THIS FIRST AMENDMENT is made and entered into 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 HERNANDEZ FUNERAL HOME, (hereinafter "Contractor") a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, County and Contractor executed the Agreement for PAUPER BURIALS, TRANSPORTS AND RELATED SERVICES PURSUANT TO RFP 19-018 on or about OCTOBER 1, 2019 incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- A. The Agreement is hereby renewed; effective April 1, 2020 and shall terminate on March 31, 2021 ("2020-2021 term"). Terms, conditions, pricing and additional renewal periods shall remain the same, except as provided in this First Amendment.
- B. Maximum Compensation for Services provided during the 2020-2021 term shall not exceed the total maximum sum of funds hereinafter certified as available by the County Auditor for the purpose of satisfying Customer's obligations under the terms and provisions of this Agreement.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- E. Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.
 - 1. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - 2. 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.

F. Human Trafficking. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

KP George
County Judge

Date

Attest:

Laura Richard, County Clerk

Contractor:

Signature

Printed Name and Title

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 contract.

Robert E. Sturdivant, County Auditor