STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR ELEVATOR SERVICES PURSUANT TO US COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (OMNIA PARTNERS) CONTRACT NUMBER: #EV2516

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 Kone Inc., (hereinafter "Contractor") a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

W I T N E S S E T H

WHEREAS, County and Contractor executed the Agreement for Elevator Services Pursuant to US Communities Government Purchasing Alliance (Omnia Partners) Contract Number: #EV2516 on or about March 26, 2019 (hereinafter the "Agreement") attached hereto as Exhibit A and incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

A. Contractor shall render services in accordance with Exhibit B (2020 Pricing and Locations Elevator Maintenance and Services US Communities #EV2516).

B. The Agreement is hereby renewed; effective **APRIL 1, 2020** and shall terminate on **MARCH 31, 2021.** As allowed by US Communities Government Purchasing Alliance (Omnia Partners) Contract Number: #EV2516, this Agreement may be renewable for additional one-year terms each April 1st.

C. Contractor's fees shall be calculated at the rates set forth in the attached Exhibit B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit B is $149,025.00. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

D. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of $149,025.00, specifically allocated to fully discharge any and all liabilities County may incur. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed $149,025.00.

E. 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.

F. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

G. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

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:	CONTRACTOR:
_____	BY Tyler
KP Geroge County Judge	Signature
	B.J. TYLER General Mgr.
	Printed Name and Title
_____	1/30/2020
Date	Date

Attest:

_____

Laura Richard, County Clerk

Exhibit A: Agreement for Elevator Services Pursuant to US Communities Government Purchasing Alliance (Omnia Partners) Contract Number: #EV2516

Exhibit B: 2020 Pricing and Locations Elevator Maintenance and Services US Communities #EV2516

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 Edward Sturdivant, County Auditor

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