

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF FORT BEND §

THIRD AMENDMENT TO AGREEMENT FOR RFP 14-069 DESIGN SERVICES BETWEEN
DISPLAY GRAPHICS, INC. AND FORT BEND COUNTY

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

WHEREAS, the parties have executed and accepted that certain Agreement for RFP 14-069 Design Services between Display Graphics, Inc. and Fort Bend County (the "Agreement"), attached herein as Exhibit A, on or about May 26, 2015 and as amended on March 27, 2018; and on August 7, 2018; and

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

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

1. Time of Performance will be extended for two (2) months until June 25, 2020 or until County enters into an Agreement for Design Services pursuant to RFP 20-067, whichever shall occur first.
2. The Maximum Compensation amount shall be increased by sixty-nine thousand seven hundred twenty-seven dollars and no/100 (**\$69,727.00**) bringing the new maximum compensation to four hundred fifty thousand two hundred forty-two dollars and no/ 100 (**\$450,242.00**).
3. Certain State Law Requirements for Contracts: 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 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. Texas Government Code Section 2252.152 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.

4. 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.

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this Third Amendment and the Agreement, the provisions of this Third Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

DISPLAY GRAPHICS, INC.

KP George, County Judge



Authorized Agent- Signature

Date

LYNN CREEL

Authorized Agent- Printed Name

ATTEST:

PRESIDENT

Title

Laura Richard, County Clerk

5/12/2020

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 Ed Sturdivant, County Auditor