

5. **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:

Jaime Kovar
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

6. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT THE 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.

{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:

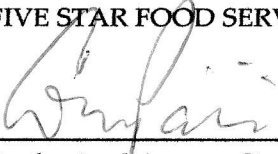
By: _____
KP George, County Judge

ATTEST:

Laura Richard, County Clerk

Date


FIVE STAR FOOD SERVICES, INC.:



Authorized Agent – Signature



Authorized Agent- Printed Name



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 Agreement and Extension thereof.

Robert Ed Sturdivant, County Auditor

Exhibit A: Vending Machines and Locations (7.13.20)

EXHIBIT A
Vending Machine Locations
RFP 11-068

EXHIBIT A

Fort Bend County RFP 11-068

Vending Machines and Locations

Location	Drink	Snack
Public Transportation 3737 Bamore Road Rosenberg TX	2	1
CSCD (Probation) 4520 Reading Road Rosenberg TX	3	1
FBC Rosenberg Annex 4520 Reading Road Rosenberg TX	1	1
FBC Information Technology Jane Long Basement 500 Liberty Street Richmond TX	1	0
FBC Travis Annex 301 Jackson Street Richmond TX	1	1
Constable Precinct 1 1517 Eugene Heimann Circle Richmond, TX	1	1
Justice Center 1422 Eugene Heimann Circle Richmond TX	4	4
Missouri City Annex 307 Texas Parkway Missouri City, TX	1	1
Constable Precinct 3 22333 Grand Corner Drive Katy TX	1	1

updated 7/13/20