

STATE OF TEXAS                   §  
   §  
COUNTY OF FORT BEND       §

**FIRST AMENDMENT TO PURCHASE AGREEMENT FOR  
EMERGENCY OPERATIONS CENTER  
IN ACCORDANCE WITH OMNIA PARTNERS CONTRACT NUMBER: R191811**

**THIS FIRST AMENDMENT** is made and entered into by and between **FORT BEND COUNTY**, a body corporate and politic under the laws of the State of Texas, and **LETOURNEAU INTERESTS, INC.** (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, on or about January 4, 2022, the Parties entered into *Purchase Agreement for Emergency Operations Center In Accordance with Omnia Partners Contract Number: R191811* (hereinafter “Agreement”) which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to increase the Total Maximum Compensation under the Agreement for the completion of such additional services to be provided thereunder;

WHEREAS, County desires to purchase equipment to be used at the Fort Bend County Emergency Operations Center as will be more specifically described in this Agreement (hereinafter “Services”);

WHEREAS, Contractor is an authorized dealer of National Office Furniture, Inc. who holds the contract for Furniture, Installation, and Related Services for the US Communities Government Purchasing Alliance (Omnia Partners) Contract Number: R191811 (hereinafter “Contract Number: R191811”);

WHEREAS, Contractor has provided County with a Furniture Proposal reflecting pricing that does not exceed the amounts approved in Contract Number: R191811;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree:

1. County shall pay Contractor an additional two thousand five hundred eighteen and 79/100 dollars (\$2,518.79) to continue providing Services under the terms and conditions of the Agreement.
2. The Maximum Compensation payable to Contractor for Services rendered is hereby increased to an amount not to exceed one hundred forty-nine thousand six hundred ninety-nine and 22/100 dollars (\$149,699.22), authorized as follows:

\$147,180.43 under the Agreement; and  
\$2,518.79 under this Amendment.

3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. The parties agree the terms and conditions of the Agreement have remained in effect to date.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

LETOURNEAU INTERESTS, INC.

\_\_\_\_\_  
KP George, County Judge

Mary Brisendine  
Authorized Agent - Signature

\_\_\_\_\_  
Date

GARY BRISENDINE  
Authorized Agent - Printed Name

Attest:

ACCOUNT EXECUTIVE  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

2/28/2022  
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

i:\agreements\2022 agreements\oem\letourneau interests, inc\1st amendment (22-fac-100493-a1)\1st amend.purchase agmt for emerg ops ctr (kcj - 02.15.2022)

# EXHIBIT 1



**Wednesday, January 05, 2022**

# LetourneauKeller

Remit To:  
Letourneau Interests, Inc.  
5819 Milwee Street  
Houston, TX 77092

## **FORT BEND COUNTY EOC\_CHAIRS**

Furniture Proposal

### Prepared For:

Attn: Melissa Stavinoha  
FORT BEND COUNTY EOC  
301 Jackson Suite #300  
Richmond, Tx 77469

### Ship To:

Attn: Melissa Stavinoha  
FORT BEND COUNTY EOC  
301 Jackson Suite #300  
Richmond, Tx 77469

**Total Sell Price: \$2,518.79**



LetourneauKeller

# Furniture Proposal

## FORT BEND COUNTY EOC\_CHAIRS

**Remit To:**

Letourneau Interests, Inc.  
5819 Milwee Street  
Houston, TX 77092

**Date:** 3/10/2022

**Prepared For:**

Attn: Melissa Stavinoha  
FORT BEND COUNTY EOC  
301 Jackson Suite #300  
Richmond Tx 77469

**Ship To:**

Attn: Melissa Stavinoha  
FORT BEND COUNTY EOC  
301 Jackson Suite #300  
Richmond Tx 77469

**Valid Until:** 30 Days from Quote Date

**Order No:** GB171

**Rep:** GARY BRISENDINE  
713-681-0033 X225  
garyb@LetourneauKeller.com

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price
1	N15MR		MIX-IT,KNEE,HI BK,MESH,PLASTIC BASE,ADJ ARM	6	\$366.60	\$2,199.60
		NOF				

OMNIA CONTRACT #R191811 62.97  
Unit List \$990.00 Ext List \$5,940.00

PACK KD TOOL-LESS KNOCK DOWN  
UPHOLSTERY GRADE 2 GRADE 2  
PRIMARY UPH PATTERN COLOR 22507 BRILLIANT EBONY  
CASTER C15 HARD DUAL WHEEL,BLACK

**Room/Area Subtotal: \$2,199.60**

**Project Subtotal: \$2,199.60**

### Y-SURCHARGE

2		**NATIONAL SURCHARGE 10%**		1	\$219.19	\$219.19
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OMNIA CONTRACT #R191811 0.00  
Unit List \$219.19 Ext List \$219.19

**Room/Area Subtotal: \$219.19**

### Z-D/I

3	Z - D/I		DELIVERY/INSTALLATION BASED ON ELEVATOR & DOCK ACCESS OR GROUND FLOOR ENTRY/NO STAIRS-NORMAL WORKING HOURS & ONE TRIP	1	\$100.00	\$100.00
		LK				

OMNIA CONTRACT #R191811 0.00  
Unit List \$100.00 Ext List \$100.00

**Room/Area Subtotal: \$100.00**

**Project Subtotal: \$319.19**

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price
			TAX EXEMPT		\$0.00	\$0.00
						<div>OMNIA CONTRACT #R191811</div> <div> <div>Unit List</div> <div>Ext List</div> </div> <div> <div>\$0.00</div> <div>\$0.00</div> </div>
Project Grand Total:						\$2,518.79

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price
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# TERMS:

Items listed are special order. No Returns. Freight charge added to Final Invoice. Storage fees & full balance due if install delayed by client. Client will not withhold payment on Invoice except for a specific amount of an item not delivered.

Warranty on all new furniture items by manufacturer terms only. No Warranty on any used/refurbished or electrical products. Client responsible for certified electrician to connect & inspect electrical.

Balance due upon Invoice. Shipments out of state must be prepaid in full. Order on Hold until deposit or prepayment received. 1.5% per month charged on past due balances.

LetourneauKeller / Letourneau Interests, Inc. (LK/LII) not liable for new or used furniture manufacture defects/recalls. LK/LII not liable for any furniture items stored. If insurance required for building, send cert sample how it needs to read.

Approved By: \_\_\_\_\_

Signature

Date

Print Name

PO#

*Final Invoice sent when product ships/in transit. When received complete at LK dock, delivery scheduled.*

*Call back to change or reconfigure installation in any way will be additional charge. Additional charges for multi-trip deliveries. All Sales Final. No guarantee on delivery/ship dates. Labor not covered on any warranty and will be billed. All these terms override any customer P.O. terms. Discount price quoted based on cash/check payment. Credit Cards add 3% fee of total due and require 100% prepaid.*

*Final Quote is subject to change pending internal specification audit of Final Client Sign-Off Drawing  
Graphic images may not be true to product.*

**Project Grand Total:** \$2,518.79