

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS SECOND 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*, and as last amended on March 22, 2022, which is incorporated by reference as if set forth herein verbatim (hereinafter “Agreement”); 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 one thousand five hundred fifty and 00/100 dollars (\$1,550.00) 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 fifty-one thousand two hundred forty-nine and 22/100 dollars (\$151,249.22), authorized as follows:

\$149,699.22 under the Agreement; and
\$1,550.00 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


Authorized Agent - Signature

Date

GARY BRISENDINE
Authorized Agent - Printed Name

Attest:

ACCOUNT EXECUTIVE
Title

Laura Richard, County Clerk

5/18/2022
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

E:\agreements\2022 agreements\om\letourneau interests, inc\1st amendment (22-fac-100493-a1)\2nd amendment (22-fac-100493-a2)\2nd amend.purclase agmt for energ ops ctr (kj - 05.16.2022)