

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY
AND ECONOLITE SYSTEMS, INC.**

THIS AMENDMENT (“Amendment”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Econolite Systems, Inc. (“Econolite”), a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement between Fort Bend County and Econolite Systems, Inc. for preventative and reactive maintenance and alteration of traffic control and school zone devices (the “Services”) on or about May 17, 2022, (the “Agreement”), and incorporated fully by reference as if set forth verbatim;

WHEREAS, the parties desire to amend the Agreement to increase the Limit of Appropriation and, thereby, permit the County to purchase additional Services from Econolite pursuant to the same terms as specified in the Agreement; and

WHEREAS, the County and Harris County previously executed the Interlocal Agreement between Harris County and Fort Bend County, on or about June 8, 2010, and incorporated fully by reference, which authorizes Fort Bend County to procure materials and services under the same terms and conditions as would apply to Harris County’s own purchases; and

WHEREAS, Harris County previously issued Bid #18-0147 for the preventative and reactive maintenance and alteration of traffic control devices for Harris County, which is incorporated fully by reference; and

WHEREAS, the parties wish to utilize Bid #18-0147, previously issued by Harris County, for the purchase of the Services; and

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

I. Amendments

1. **Scope of Services.** Econolite shall continue to provide Services, as described in the Agreement to County, upon request by the County.
2. **Limit of Appropriation.** The Maximum Compensation payable to Econolite for all Services rendered is hereby increased to an amount not to exceed \$75,000.00, authorized as follows:
 - \$25,000.00 under the Agreement; and
 - \$50,000.00 under this Amendment to the Agreement.

In no case shall the amount paid by County for all Services under the Agreement and this Amendment to the Agreement exceed this Limit of Appropriation without an agreement executed by the parties.

3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **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 nondrafting party.
6. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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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 both parties.

FORT BEND COUNTY

ECONOLITE SYSTEMS, INC.

KP George, County Judge

Stephanie DeFazio
Authorized Agent – Signature

Date

Stephanie DeFazio
Authorized Agent- Printed Name

ATTEST:

Regional Vice President

Laura Richard, County Clerk

Title

September 12, 2022

Date

REVIEWED:

Scott Weighat
Road and Bridge Department

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.

Robert Ed Sturdivant, County Auditor