

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR AMBASSADOR AND BUS STOP MONITOR PROGRAM FOR
FORT BEND COUNTY PUBLIC TRANSPORTATION
RFP 19-047**

THIS 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 Transit Safety & Security Solutions, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the parties have executed and accepted the agreement for Contractor to provide Ambassador and Bus Stop Monitor Program services for Fort Bend County Public Transportation, (the "Agreement") on June 25, 2019, incorporated fully by reference; and

WHEREAS, the parties desire to amend the Agreement to reflect an agreed reasonable rate increase; and

WHEREAS, Contractor represents that it is qualified and desires to perform such Services; and

WHEREAS, Contractor represents that it is still qualified and desires to perform such services;

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

AGREEMENT

Section 1. Compensation and Payment

1.1 Contractor's fees shall be amended to be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A shall remain one million six hundred thousand dollars and no/100 (\$1,600,000.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

Section 2. Limit of Appropriation

2.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of **one million six hundred thousand dollars and no/100 (\$1,600,000.00)**, specifically allocated to fully discharge any and all liabilities County may incur.

2.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed **one million six hundred thousand dollars and no/100 (\$1,600,000.00)**.

Section 4. Modification

Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

Section 5. Conflict

In the event there is a conflict between the Agreement, this Amendment, or the attached Exhibit(s), this Amendment controls.

(Execution Page Follows)

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IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

TRANSIT SAFETY & SECURITY SOLUTIONS, INC.

KP George, County Judge



Authorized Agent- Signature

Jean Claude Aurel, Jr.

Date

Authorized Agent- Printed Name

President/CEO

ATTEST:

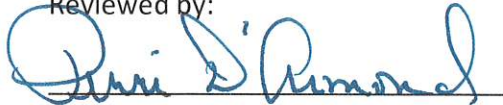
Title

June 2, 2023

Laura Richard, County Clerk

Date

Reviewed by:



Perri L. D'Armond

Fort Bend County Public Transit Director

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 E. Sturdivant, County Auditor

EXHIBIT A

Revised Rates

REVISED RATES

	Current	2023	2024
On-site manager	\$ 19.00	\$ 21.79	\$ 23.75
Ambassador	\$ 15.00	\$ 17.21	\$ 18.75