

STATE OF TEXAS §  
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR AUDIO VISUAL SYSTEM UPGRADE  
FOR COMMISSIONERS’ COURTROOM  
(RFP 23-019)**

THIS THIRD AMENDMENT (“Third 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 Buckeye Technology Solutions d/b/a CCS Presentation Systems (“Contractor”), 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 for Audio Visual System Upgrade for Commissioners’ Courtroom on or about September 12, 2023 (the “Original Agreement”) pursuant to RFP 23-019, the Amendment to Agreement for Audio Visual System Upgrade for Commissioners’ Courtroom on or about February 27, 2024 (the “Amendment”), and the Second Amendment to Agreement for Audio Visual System Upgrade for Commissioners’ Courtroom on or about April 9, 2024 (the “Second Amendment”), collectively referred to as the “Agreement” and incorporated fully by reference for all purposes as if set forth verbatim below. County and Contractor desire to amend said Agreement as set forth below:

- I. Amendments
- Scope of Services.** Contractor shall provide additional product and/or services as described in Contractor’s Proposal (Proposal #Q-5935), attached as Exhibit “A-3” and incorporated fully by reference, concerning upgrades to the Commissioners’ Courtroom.
  - Limit of Appropriation.** Contractor’s fees shall be calculated at the rates set forth in the attached Exhibit A-3. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-3 is \$1,495.00. The Limit of Appropriation payable to Contractor for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed \$120,969.50, authorized as follows:

\$86,034.50 under the Original Agreement; and  
\$35,546.00 under the Amendment;  
Less \$2,106.00 under the Second Amendment; and  
\$1,495 under this Third Amendment.

In no case shall the amount paid by County for all product and/or services under the Agreement and this Third Amendment exceed the above 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 Third Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third 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 Third 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 Third 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 Third Amendment shall become effective upon of both parties.

**FORT BEND COUNTY**

**BUCKEYE TECHNOLOGY SOLUTIONS D/B/A  
CCS PRESENTATION SYSTEMS**

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

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Kevin Salmon  
\_\_\_\_\_  
Authorized Agent- Printed Name


ATTEST:

Account Executive  
\_\_\_\_\_  
Title

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

10-7-2024  
\_\_\_\_\_  
Date

APPROVED:

  
\_\_\_\_\_  
Information Technology 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

Exhibit A-3: Contractor's Proposal (Proposal # Q-5935).

# EXHIBIT A-3

## VOTING PC ENCODER AND PROGRAMMING

### SCOPE

- Fort Bend County would like to add an additional dedicated PC to the pending Commissioners Court AV upgrade. The dedicated PC will show content from the Televic voting system that the County has commissioned CTI to install once CCS completes the AV upgrade. CCS will install a Visionary Solutions encoder for the owner furnished Voting PC (which will be located next to the AV rack). When a user selects the Voting PC from the touch panel, the content from the PC will show on all (3) TV's as well as the (5) computer monitors at the Dais located within the room. This is the same way the control system was set to function... Whatever source is selected on the touch panel will show on all displays.

- Note that while CCS is installing the encoder to get the video from the PC for the Televic system, CTI is solely responsible for updating the BiAmp and Crestron code as needed to add the Televic microphones/voting stations into the system. CCS will furnish Fort Bend County a finalized copy of the BiAmp and Crestron code to hand over to CTI.

Scope Change from Original Scope:

- The original scope of work called for CCS to install (5) new Shure microphones with LED indicators for the (5) Council Members. The (4) additional microphones (two on each side of the Council Members) were not being replaced. The existing microphones were being reused at those stations. Since the County is going to install the Televic system for the Council Members, CCS will use (4) of the (5) microphones on the existing sales order to replace the old microphones. The 5th microphone will be handed over to the County. The result is that when CCS is complete with their scope, the (4) side microphones will be new mics and the Council Members will have the current microphones until CTI can install the Televic system.

### AV EQUIPMENT

QTY	DESCRIPTION	PRICE	PRICE EXT	TOTAL
1	CCS CCSPRGM Visionary Solutions E5100 Encoder and Control System Programming	\$1,475.00	\$1,475.00	\$1,475.00
1	CCS SHIPPING SHIPPING AND HANDLING	\$20.00	\$20.00	\$20.00

**ACCEPTANCE**

**FINANCIAL**

PAYMENT SCHEDULE  
To be determined

SUBTOTAL	\$1,495.00
TOTAL TAX	\$0.00
PROJECT TOTAL	\$1,495.00

**TERMS**

Invoices are subject to 1.5% interest charge if not paid within the terms. Returns are allowed within 30 days and with a 25% Restocking fee. No returns on custom items.

I accept this proposal and hereby authorize CCS Presentation Systems Texas at 20212 Hempstead Rd, Building 1 Houston, TX 77065 to proceed with the purchase of the included equipment for the facilities of Fort Bend County constructing at 401 Jackson Street Richmond, TX 77469 as described in the totality of this document. In keeping with the Terms of Payment listed above. This proposal is valid only if accepted in writing by Fort Bend County within thirty days of the Proposal / Quote Date and the deposit (if required by the terms) is received on or by the Acceptance Date. Price quotes contained herein shall remain valid for a period of no more than 30 days from the Acceptance Date, after which pricing may be subject to increases due to fluctuations in tariffs assessed to CCS on products imported from abroad. Customer understands, acknowledges and assumes full responsibility for any such price increase due to fluctuations in tariff charges incurred after 30 days from the Acceptance Date.

**ACCEPTANCE**

FORT BEND COUNTY

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

CCS PRESENTATION SYSTEMS TEXAS

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE