

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

**AMENDMENT TO ADDENDUM TO AGREEMENT FOR PURCHASE OF TRANSIT VEHICLES
PURSUANT TO THE STATE OF OKLAHOMA'S SPECIAL PROVISIONS FOR PROCUREMENT OF
CAPITAL EQUIPMENT IN EXCESS OF \$100,000 USING FEDERAL FUNDS**

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 Model 1 Commercial Vehicles, Inc. (hereinafter "MODEL 1"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for MODEL 1 to provide transit vans and buses (the "Agreement"), on or about April 8, 2025; and

WHEREAS, the parties desire to amend the agreement to include MODEL 1 providing and County purchasing two (2) additional vans, increasing the limit of appropriation, and extending the time of performance; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement, and incorporated by reference in the same as if fully set forth verbatim herein;

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Amendment.
2. **Increase Limit of Appropriation.** MODEL 1 clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that the available total maximum sum the County shall have is increased to one million, eight hundred thirty-two thousand, six hundred ninety-seven dollars and 60/100 (\$1,832,697.60) specifically allocated to fully discharge any and all liabilities County may incur.

MODEL 1 does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that MODEL 1 may become entitled to and the total maximum sum that County may become liable to pay to MODEL 1 shall not under any conditions, circumstances, or interpretations thereof exceed one million, eight hundred thirty-two thousand, six hundred ninety-seven dollars and 60/100 (\$1,832,697.60).

It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

3. **Extension of Time of Performance.** The time for performance for the Services under the Agreement shall be extended for an additional period of time ending on July 30, 2025.

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this Fifth Amendment and the Agreement, the provisions of this Fifth Amendment shall prevail regarding the conflict.

{Execution Page Follows}

{Remainder Intentionally Left Blank}

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED by:



Perri L. D'Armond
Fort Bend County Public Transportation Director

MODEL 1 COMMERCIAL VEHICLES, INC.



Authorized Agent- Signature

Jeffrey E. Johnson
Authorized Agent- Printed Name

Public Sector Sales
Title

May 5, 2025
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 E. Sturdivant, County Auditor

i:\agreements\2025 agreements\public transportation\model 1 commercial vehicles, inc. (24-pt-100718-a1)\1st amendment to updated bus agreement (24-pt-100718-a1).docx bo