

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS FIRST 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* (hereinafter "Agreement") which is incorporated by reference as if set forth herein verbatim; 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 two thousand five hundred eighteen and 79/100 dollars (\$2,518.79) 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 forty-nine thousand six hundred ninety-nine and 22/100 dollars (\$149,699.22), authorized as follows:

\$147,180.43 under the Agreement; and
\$2,518.79 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

KP George
County Judge KP George
KP George, County Judge

LETOURNEAU INTERESTS, INC.

Mary Bismundin
Authorized Agent - Signature

March 22, 2022
Date

Attest:

Laura Richard
Laura Richard, County Clerk



GARY BRISENDINE
Authorized Agent - Printed Name

ACCOUNT EXECUTIVE
Title

2/28/2022
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 149,699.22 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

i:\agreements\2022 agreements\oem\letourneau interests, inc\1st amendment (22-fac-100493-a1)\1st amend.purchase agmt for emerg ops ctr (tcj - 02.15.2022)

EXHIBIT 1



Wednesday, January 05, 2022

LetourneauKeller

Remit To:
Letourneau Interests, Inc.
5819 Milwee Street
Houston, TX 77092

FORT BEND COUNTY EOC_CHAIRS

Furniture Proposal

Prepared For:

Attn: Melissa Stavinoha
FORT BEND COUNTY EOC
301 Jackson Suite #300
Richmond, Tx 77469

Ship To:

Attn: Melissa Stavinoha
FORT BEND COUNTY EOC
301 Jackson Suite #300
Richmond, Tx 77469

Total Sell Price: \$2,518.79

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price
			TAX EXEMPT		\$0.00	\$0.00

OMNIA CONTRACT #R191811

Unit List ***Ext List***
\$0.00 *\$0.00*

Project Grand Total: **\$2,518.79**

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price
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TERMS:

Items listed are special order. No Returns. Freight charge added to Final Invoice. Storage fees & full balance due if install delayed by client. Client will not withhold payment on Invoice except for a specific amount of an item not delivered. Warranty on all new furniture items by manufacturer terms only. No Warranty on any used/refurbished or electrical products. Client responsible for certified electrician to connect & inspect electrical. Balance due upon Invoice. Shipments out of state must be prepaid in full. Order on Hold until deposit or prepayment received. 1.5% per month charged on past due balances.

LetourneauKeller / Letourneau Interests, Inc. (LK/LII) not liable for new or used furniture manufacture defects/recalls. LK/LII not liable for any furniture items stored. If insurance required for building, send cert sample how it needs to read.

Approved By: _____
Signature **Date**

Print Name **PO#**

Final Invoice sent when product ships/in transit. When received complete at LK dock, delivery scheduled.

Call back to change or reconfigure installation in any way will be additional charge. Additional charges for multi-trip deliveries. All Sales Final. No guarantee on delivery/ship dates. Labor not covered on any warranty and will be billed. All these terms override any customer P.O. terms. Discount price quoted based on cash/check payment. Credit Cards add 3% fee of total due and require 100% prepaid.

Final Quote is subject to change pending internal specification audit of Final Client Sign-Off Drawing. Graphic images may not be true to product.

Project Grand Total: \$2,518.79

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2022-855742

Date Filed:
 03/01/2022

Date Acknowledged:
 03/22/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

LetourneauKeller
 Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R191811
 EOC Furniture

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)