

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 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

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
KP George, County Judge

MODEL 1 COMMERCIAL VEHICLES, INC.

Jeffrey E. Johnson
Authorized Agent- Signature

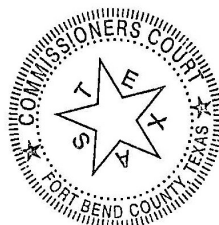
Jeffrey E. Johnson
Authorized Agent- Printed Name

Public Sector Sales
Title

May 5, 2025
Date

May 27, 2025

Date



ATTEST:

Laura Richard
Laura Richard, County Clerk

REVIEWED by:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,832,697.60 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant
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

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

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

Model 1 Commercial Vehicles, Inc.
Irving, TX United States

Certificate Number:
2025-1314150

Date Filed:
05/22/2025

Date Acknowledged:
05/27/2025

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 Transit

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.

SW0797C
40 & 36 Passenger Glaval Buses

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)