

STATE OF TEXAS

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COUNTY OF FORT BEND

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**RENEWAL TO AGREEMENT FOR JANITORIAL SERVICES
AT FORT BEND COUNTY JUSTICE CENTER
TIPS 170104**

THIS RENEWAL ("Renewal") is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and McLemore Building Maintenance, Inc. ("McLemore" or "Contractor"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted the Agreement for Janitorial Services at Fort Bend County Justice Center (TIPS 170104), executed on or about March 26, 2019 ("Agreement"), which is on file with the County Clerk and is incorporated fully by reference; and

WHEREAS, the Parties now desire to renew the Agreement for an additional one year term for the maximum compensation amount of 26,000.00 per month and to add the human trafficking acknowledgment as required by the county.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and McLemore is hereby renewed and amended as follows:

1. **Term.** The Agreement for Janitorial Services at Fort Bend County Justice Center (TIPS 170104) shall renew on April 1, 2020 and shall terminate on March 31, 2021. Thereafter, the County will have an option to renew at the end of each term so long as the TIPS pricing quotes remain in effect or unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.
2. **Limit of Appropriation.** McLemore 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 Twenty-six Thousand dollars and 00/100 (\$26,000.00), per month, for a total maximum annual compensation amount of three hundred twelve thousand and 00/100 (\$312,000.00) specifically allocated to fully discharge any and all liabilities County may incur.
3. **Human Trafficking Acknowledgment.** By signature below, McLemore acknowledges that the County is opposed to Human Trafficking and that no county funds will be used in support of services or activities that violate human trafficking laws.

Except as modified herein, the terms of the Agreement remain in full force and effect. If there is a conflict between this Renewal and the Agreement, the provisions of this Renewal shall prevail. This Renewal shall be effective upon execution by the County.

{EXECUTION PAGE FOLLOWS}

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IN WITNESS WHEREOF, this Renewal Agreement 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 Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

MCLEMORE BUILDING MAINTENANCE, INC.

KP George, County Judge



Authorized Agent –Signature

Date

Curtis McLemore

Authorized Agent – Printed Name

ATTEST:

CEO

Title

Laura Richard, County Clerk

02/19/2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 312,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor