

STATE OF TEXAS

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COUNTY OF FORT BEND

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

THIS FIRST AMENDMENT ("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 **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, which was last renewed on March 10, 2020 (collectively "Agreement"), and is incorporated fully by reference; and

WHEREAS, the Parties now desire to add additional janitorial services at the Fort Bend County Justice Center and to increase the maximum compensation amount.

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

1. **Term.** The Amendment shall become effective upon execution by County 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 an additional \$3,130.00/month for the additional janitorial services provided at the Justice Center. McLemore further clearly understands and agrees, that the total maximum annual compensation amount for all services under the Agreement is increased to three hundred forty-nine thousand, five hundred sixty and 00/100 (\$349,560.00) specifically allocated to fully discharge any and all liabilities County may incur.
3. In no case shall the amount paid by County to Contractor under the Agreement or any Amendment exceed the Maximum Compensation stated for each term without an approved change order.

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}*

*{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}*

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

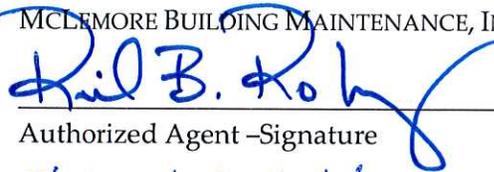
\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

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

MCLEMORE BUILDING MAINTENANCE, INC.

  
\_\_\_\_\_  
Authorized Agent - Signature

Richard B. Rodriguez  
\_\_\_\_\_  
Authorized Agent - Printed Name

President  
\_\_\_\_\_  
Title

Aug. 11, 2020  
\_\_\_\_\_  
Date

#### AUDITOR'S CERTIFICATE

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor