

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT FOR JANITORIAL SERVICES AT
FORT BEND COUNTY JUSTICE CENTER
TIPS 200106**

THIS FIRST 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 McLemore Building Maintenance, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas, (hereinafter referred to collectively as "Parties").

WHEREAS, County and Contractor executed the *Agreement for Janitorial Services at Fort Bend County Justice Center TIPS 200106* on or about March 9, 2021, (hereinafter the "Agreement") which is incorporated by reference as if set forth herein verbatim. County and Contractor desire to amend said Agreement as set forth below:

- A. The Agreement is hereby renewed; effective **April 1, 2022** and shall terminate on **March 31, 2023**. Terms, conditions, and additional renewal periods shall remain the same.
- B. County shall pay Contractor in accordance with TIPS 200106 which is incorporated by reference as if set forth herein verbatim.
- C. Limit of Appropriation.
 - 1. Contractor clearly understands and agrees, such understanding being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Three Hundred Twelve Thousand and 0/100 dollars (\$312,000.00), specifically allocated to fully discharge any and all liabilities County may incur.
 - 2. Contractor does further understand and agree, said understanding also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred Twelve Thousand and 0/100 dollars (\$312,000.00).

- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- F. Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.
 - 1. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - 2. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- G. Human Trafficking. **BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND 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.**

{Execution page follows}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY

KP George, County Judge

Date

MCLEMORE BUILDING MAINTENANCE, INC.

Richard B. Rodriguez
Authorized Agent - Signature

Richard B. Rodriguez
Authorized Agent - Printed Name

President
Title

March 03, 2022
Date

ATTEST:

Laura Richard, County Clerk

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 Ed Sturdivant, County Auditor

agreements 2022 agreements purchasing purchasing mclemore building maintenance, inc (21-purch-100414-a) 1st amend agreement for janitorial svcs jatic-center tps 200106 &cj - 03.01.2022