

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FOURTH AMENDMENT OF THE AGREEMENT BETWEEN
FORT BEND COUNTY, TEXAS AND LEMONS AUCTIONEERS, LLC.**

This FOURTH AMENDMENT (“Fourth Amendment”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and LEMONS AUCTIONEERS, LLC (“Contractor”), a Texas limited liability company. County and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Pursuant to RFP 19-089, County and Contractor previously entered into that certain agreement on or about December 2, 2019 (the “Original Agreement”) for professional auctioneer services for the disposal of County and Public Transportation surplus property and equipment; and

WHEREAS, the Original Agreement was amended on or about June 22, 2021 (the “First Amendment”) for the continuation of such auctioneer services by Contractor through September 30, 2022; and

WHEREAS, the Original Agreement, as amended by the First Amendment, was amended again on or about September 28, 2021 (the “Second Amendment”) to provide for Contractor’s acceptance of electronic payments; and

WHEREAS, the Original Agreement, as amended by the First Amendment and Second Amendment, was amended again on or about October 4, 2022 (the “Third Amendment”) for the continuation of such auctioneer services by Contractor through September 30, 2023; and

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment constitute the entire agreement between the Parties and shall hereinafter collectively be referred to as the “Agreement.”

WHEREAS, the term of the Agreement is set to expire on September 30, 2023; and

WHEREAS, subject to the changes provided herein, County and Contractor desire to renew the Agreement for an additional term of one year for the continuation of auctioneer services under the same terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby renewed and amended as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Contractor shall continue to provide professional auctioneer services (the “Services”) to County pursuant to the terms of the Agreement attached hereto as Exhibit “A” and incorporated by reference for all intents and purposes.

3. **Renewal Term.** This Agreement shall be renewed under the same terms and conditions for an additional one year term beginning on October 1, 2023 and ending at 11:59 p.m. on September 30, 2024, unless sooner terminated in accordance with this Agreement.
4. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, 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.

6. **Modifications.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms, conditions, pricing, and additional renewal terms provided in the Agreement shall remain the same.
7. **Conflict.** If there is a conflict among documents that make up this Agreement, the most recently executed document will prevail with regard to the conflict.

IN WITNESS WHEREOF, this 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 Fourth Amendment and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY, TEXAS

 KP George, County Judge

 Date

ATTEST:

 Laura Richard, County Clerk

LEMONS AUCTIONEERS, LLC



 Authorized Agent – Signature

Lori Lemons-Campbell

 Authorized Agent- Printed Name

President

 Title

6/19/23

 Date

AUDITOR'S CERTIFICATE

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

 Robert Ed Sturdivant, County Auditor

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