



Paige McInnis
Harris County Purchasing Agent

May 27, 2025

Commissioners Court
Harris County, Texas

RE: Job No. 220137

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached Fourth Amendment to the Agreement(s) for the following:

Description: Preventive Maintenance, Inspection, Repair, Rental of Emergency Generators and Related Items for Harris County

Vendor(s): GenServe, LLC

Amount: \$3,452,787 previously approved funds for the term 08/02/2024 - 08/01/2025
1,500,000 additional funds for the term 08/02/2024 - 08/01/2025
\$4,952,787

Reviewed By:

• Harris County Purchasing	• Office of the County Engineer
• Flood Control District	• Toll Road Authority
• Precinct 3	• Sheriff's Office

The fourth amendment increases funding for continuous services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

Paige McInnis

Paige McInnis
Purchasing Agent

MNG
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 12, 2025



FOURTH AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND GENSERVE, LLC

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Fourth Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas and GenServe, LLC (“Contractor”). County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On August 2, 2022, the County entered into an agreement with L.J. Power Generators, Inc. to provide various maintenance, inspection, repair and rental services for the County (the “Master Agreement”).

On August 29, 2023, the Parties authorized the assignment of the Master Agreement from L.J. Power Generators, Inc. to Contractor (the “Assignment”).

On March 26, 2024, the Parties authorized an amendment to increase the Agreement’s Limitation of Appropriation for ongoing provision of the Services (“First Amendment”).

On June 25, 2024, the Parties authorized a second amendment for the purpose of revising certain provisions of the Master Agreement and to add an additional service location for the Flood Control District (“Second Amendment”).

On March 27, 2025, the Parties authorized a third amendment for the purpose of adding funds to the Master Agreement for further ongoing provision of Services (“Third Amendment”).

The County and Contractor now desire to amend the Master Agreement for the fourth time (“Fourth Amendment”) for the purpose of adding funds to the Master Agreement for further ongoing provision of Services.

Contractor warrants and represents that it is willing and capable of providing the services.

Terms

1) CONTRACT CONSTRUCTION

This Fourth Amendment shall be governed by the Master Agreement, which is incorporated by reference as though fully set forth word for word.

2) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of Three Million Four Hundred Fifty-Two Thousand Seven Hundred Eighty-Seven and 00/100 Dollars (\$3,452,787.00), the County hereby amends the Master Agreement to certify as available One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Four Million Nine Hundred Fifty-Two Thousand Seven Hundred Eight-Seven and 00/100 Dollars (\$4,952,787.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor under this Fourth Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be Four Million Nine Hundred Fifty-Two Thousand Seven Hundred Eight-Seven and 00/100 Dollars (\$4,952,787.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Fourth Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Fourth Amendment.

3) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this Fourth Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this Fourth Amendment shall control.

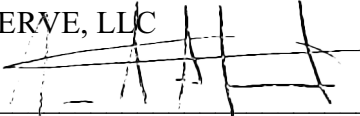
All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

4) EXECUTION, MULTIPLE COUNTERPARTS

Execution, Multiple Counterparts: This Fourth Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Fourth Amendment.

[Execution Page Follows]

GENSERVE, LLC

By 
Name: Jordan Stewart
Title: Texas Regional Manager
Date: 5/15/2025

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: Robert de los Reyes
Robert de los Reyes
Assistant County Attorney
C.A. File 25GEN1086

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH
GENSERVE, LLC**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Fourth Amendment to the Master Agreement to add \$1,500,000.00 to compensate GenServe, LLC for further services. The Amendment is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.