



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

January 29, 2024

Commissioners Court
Harris County, Texas

RE: Consulting Services Exemption - Government Code § 2254.021 (1)(A)(4)

Members of Commissioners Court:

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

Description: Evaluation of Caseflow Management Practices of the Harris County Courts for the Office of Management and Budget

Vendor: National Center for State Courts

Amount: \$399,533 previously approved funds for the term 6/14/2022-2/28/2024
(41,977) decreased funds for the extended term 2/29/2024 – 5/31/2024
\$357,556

Reviewed by: • Harris County Purchasing • Justice and Safety

The Third Amendment extends the term to allow additional time for completion of work due to scheduling complications related to the elections and to change the scope services of the agreement.

Sincerely,

Paige McInnis for

DeWight Dopslauf
Purchasing Agent

LH
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA FEBRUARY 27, 2024

**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
NATIONAL CENTER FOR STATE COURTS**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This 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 acting by and through Harris County Office of Management and Budget (“Department”), and National Center for State Courts (“Contractor”) a corporation doing business under the laws of the State of Texas. County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On June 14, 2022, the County entered into an agreement with Contractor for Evaluation of Caseflow Management Practices of the County Courts (the “Master Agreement”).

On March 14, 2023, the Parties amended the Master Agreement for the first time (“First Amendment”) for the purpose of extending the term.

On September 19, 2023, the Parties amended the Master Agreement for the second time (“Second Amendment”) for the purpose of extending the term.

The County and Contractor now desire to amend the Master Agreement for the third time (“Third Amendment”) for the purpose of extending the term of the Master Agreement and to modify the scale of services and decrease the funding by \$41,977.00.

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

Terms

1) CONTRACT CONSTRUCTION

This Third Amendment shall be governed by the Master Agreement, First Amendment, and Second Amendment which are incorporated by reference.

2) LIMIT OF APPROPRIATION

Having previously certified funds in the amount of Three Hundred Ninety-Nine Thousand Five Hundred Thirty-Three and No/100 Dollars (\$399,533.00), the Parties hereby amend the Master Agreement to remove Forty-One Thousand Nine Hundred Seventy-Seven and No/100 (\$41,977.00) in funds bringing the total amount of funds certified as available under the Master Agreement to Three Hundred Fifty-Seven Thousand Five Hundred Fifty-Six and No/100 (\$357,556.00). Contractor understands and agrees, said understanding also being of the absolute essence of this Third Amendment, that the maximum amount Contractor may become entitled to under the Master

Agreement shall not exceed the sum of Three Hundred Fifty-Seven Thousand Five Hundred Fifty-Six and No/100 (\$357,556.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Third 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 Third Amendment.

3) TERM

Section 5 of the Master Agreement is modified to read as follows:

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect until May 31, 2024.

4) SCOPE OF WORK

Exhibit A of the Master Agreement is modified so the Phase 3 Training/Caseflow Workshop for the Civil Courts will be included. This modification also includes removing tasks 3.1-3.5 for the Justice of the Peace courts.

5) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this Third Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, First Amendment, or Second Amendment, this Third 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.

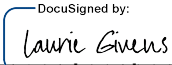
6) EXECUTION, MULTIPLE COUNTERPARTS

This Third 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 Third Amendment.

[EXECUTION PAGE FOLLOWS]

NATIONAL CENTER FOR STATE COURTS

HARRIS COUNTY

By: 
Name: Laurie Givens
Title: Vice President, CCS
Date: 2/6/2024

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: Alexa Moores
Alexa Moores
Assistant County Attorney
C.A. File 24GEN0158

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 _____, 2024 with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH NATIONAL CENTER FOR STATE COURTS

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 Third Amendment to extend the term of the Master Agreement, modify the scale of services, and reduce funding. The Third 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.