



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

August 15, 2024

Commissioners Court
Harris County, Texas

RE: Professional Services Exemption – Local Government Code § 262.024 (a)(4)

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment and the first and final renewal option(s) for the following:

Description: Medical Examiner Services for the Harris County Institute of Forensics Sciences

Vendor: Ultraviolet Forensics LLC

Amount: \$ 66,000 previously approved funds for the term 06/25/2024 – 09/30/2024
154,000 additional funds for the term 10/01/2024 - 9/30/2025
\$220,000

Reviewed by: • Harris County Purchasing • Institute of Forensic Sciences

The First Amendment increases funding to allow for additional services and updates the agreement-type. Purchase order(s) will be issued as required upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

LH
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 19, 2024

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY
AND ULTRAVIOLET FORENSICS LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First 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 the Harris County Institute of Forensic Sciences (“Department”), and Ultraviolet Forensics LLC (“Contractor”). County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On June 25, 2024, the County entered into a Personal Services Agreement with Contractor to provide medical examiner services for the Department (the “Master Agreement”).

The County and Contractor now desire to amend the Master Agreement for the first time (“First Amendment”) for the purpose of updating the agreement to a Professional Services Agreement pursuant to Tex. Gov’t Code § 2254.002(2), to be funded from the Department’s budget, and to add funding to the Master Agreement.

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

Terms

1) CONTRACT CONSTRUCTION

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

2) PREAMBLE

The preamble of the Master Agreement is hereby amended to read as follows:

This Professional Services Agreement (“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, acting by and through the Harris County Institute of Forensic Sciences (“Department”), and Ultraviolet Forensics LLC (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

3) RECITALS

The Recitals of the Master Agreement are hereby amended to read as follows:

Recitals

The Department desires the Contractor to provide professional services pursuant to Tex. Gov't Code § 2254.002(2), to be funded from the Department's budget. Contractor agrees to provide medical examiner services for the Department.

Contractor warrants and represents that they possess the required training, knowledge and expertise to provide the requested Services for the benefit of County and the Department.

Contractor warrants that all Services provided under this Agreement will be performed solely by Dr. Hannah Bielamowicz and not any other agent, officer, or employee of Dr. Hannah Bielamowicz or any other entity owned or operated by Contractor.

4) REFERENCES

Any and all other references to "Personal Services Agreement" in the Master Agreement, including the title, are hereby deleted in their entirety and replaced with "Professional Services Agreement".

5) LIMITATION OF APPROPRIATION

Having previously certified funds in the amount of Sixty-Six Thousand and No/Dollars (\$66,000.00), the County hereby amends the Master Agreement to certify as available One Hundred Fifty-Four Thousand and No/100 Dollars (\$154,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00). 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 First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Fifty-Four Thousand and No/100 Dollars (\$154,000.00). 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 Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this First 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 First Amendment.

6) ORDER OF PRECEDENCE

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

7) EXECUTION, MULTIPLE COUNTERPARTS

This First 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 First Amendment.

ULTRAVIOLET FORENSICS LLC

By: 

Dr. Hannah Bielamowicz
President

Date: August 28, 2024

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Manasi Tahiliani

Manasi Tahiliani
Assistant County Attorney
CAO No.: 24GEN2304

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 A FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY
AND ULTRAVIOLET FORENSICS 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 First Amendment to the Master Agreement to update the agreement to a Professional Services Agreement and to add One Hundred Fifty-Four Thousand and No/100 Dollars (\$154,000.00) to compensate Ultraviolet Forensics LLC for additional services. The First 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.