



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

February 14, 2024

Commissioners Court
Harris County, Texas

RE: Sole Source Exemption - Local Government Code § 262.204 (a)(7)

Members of Commissioners Court:

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

Description: Subscription to West Print Publication Products for the Harris County Law Library

Vendor(s): West Publishing Corporation, dba West, A Thomson Reuters Business

Amount: \$143,112 previously approved funds for the term 01/01/2024 - 12/31/2025
_____ 0 additional funds for the modified term 01/01/2024 - 12/31/2028
\$143,112

Reviewed By: • Harris County Purchasing • Law Library

The First Amendment modifies the term of the agreement with no increase in the total contract amount.

Sincerely,

DeWight Dopslauf
Purchasing Agent

PJA
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA FEBRUARY 27, 2024



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND
WEST PUBLISHING CORPORATION DBA WEST, A THOMSON
REUTERS BUSINESS**

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”), acting through the Harris County Law Library (the “Department”), and West Publishing Corporation dba West, A Thomson Reuters Business (“Contractor”). The County and the Contractor are referred to herein collectively as “Parties” and individually as a “Party.”

Recitals

On December 19, 2023, the Parties entered into a Master Agreement (the “Agreement”) for print publication products (the “Services”) for the Department.

The Parties desire to amend the Agreement a first time (“First Amendment”) to modify the term and appropriate additional funds.

Terms

I.

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

II.

The County hereby amends the Master Agreement to modify the term to begin on January 1, 2024 and end on December 31, 2028. Monthly charges for each subscription period will be the same as that listed in Section III of the Master Agreement.

III.

The term of the Agreement shall be effective from January 1, 2024, until December 31, 2028, unless earlier terminated in accordance with the terms of the Master Agreement. Annual funding will be encumbered in accordance with the Order Form at the following annually invoiced rates:

Subscription Periods	Monthly Charges
1/01/2024 -12/31/2024	\$11,926
1/01/2025 -12/31/2025	\$12,045
1/01/2026 -12/31/2026	\$12,166
1/01/2027 -12/31/2027	\$12,287
1/01/2028 -12/31/2028	\$12,410

IV.

LIMIT OF APPROPRIATION

A) It is expressly understood and agreed that the County has available One Hundred Forty-Three Thousand One Hundred Twelve and No/Dollars (\$143,112.00) for the Subscription Period of January 1, 2024 through December 31, 2024, the total maximum sum of funds certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent, for the purpose of satisfying the County's obligations, under the terms and provisions of this Agreement. Contractor understands and agrees, said understanding and agreement 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 hereunder shall not under any conditions, circumstances, or interpretations thereof exceed that sum, unless mutually agreed in writing.

V.

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.

WEST PUBLISHING CORPORATION
DBA WEST, A THOMSON
REUTERS BUSINESS

HARRIS COUNTY

DocuSigned by:
By: Jenny Deutsch 2/7/2024
Jenny Deutsch
Sr Manager Commercial Strategy & Policy

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: T. Scott Petty
T. Scott Petty
Senior Assistant County Attorney
C.A. File 24GEN0100

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment

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 THE FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND
WEST PUBLISHING CORPORATION DBA WEST, A THOMSON
REUTERS BUSINESS**

Commissioner _____ introduced an order and made a motion that the same be adopted. 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	<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 thus adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the First Amendment to the Agreement between Harris County and West Publishing Corporation dba West, A Thomson Reuters Business; to modify the term of the Agreement. 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 purpose of this Order.