



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

April 17, 2024

SUPPLEMENTAL ITEM

Commissioners Court
Harris County, Texas

RE: Job No. 210191

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: Community Engagement and Public Outreach Services for the Flood Bond Program for the Harris County Flood Control District

Vendor(s): Elmore Public Relations, Inc.

Amount: \$1,280,000 previously approved funds
 950,000 additional funds
 \$2,230,000

Reviewed By: • Harris County Purchasing • Flood Control District

The Third Amendment increases funding for additional services under the same terms and conditions specified in the Agreement. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

JW
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 23, 2024



**THIRD AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY FLOOD
CONTROL DISTRICT AND ELMORE PUBLIC RELATIONS, INC.
(Public Outreach and Community Engagement Services)**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS THIRD AMENDMENT TO AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "District," and **Elmore Public Relations, Inc.**, hereinafter called "Consultant." The District and Consultant are referred to herein collectively as "Parties" and individually as "Party."

Recitals

The District and the Consultant previously entered into an Agreement for Services ("the Master Agreement"), dated November 9, 2021, to provide, from time to time, community engagement and public outreach services in conjunction with the Harris County Flood Bond Program, provided in support of the District.

The Master Agreement was previously amended to add \$150,000.00 for additional services for the County Engineer on August 23, 2022, (the "First Amendment") (the First Amendment incorrectly noted the Master Agreement was between Harris County, on behalf of the County Engineer, and the Consultant instead of between the District and the Consultant).

The Master Agreement was previously amended to add \$630,000.00 for additional services for the District on April 4, 2023, (the "Second Amendment").

The District requires additional community engagement and public outreach services as provided under Section I, Character and Extent of Services.

The Consultant is willing to provide the necessary additional community engagement and public outreach services for further consideration.

The District and the Consultant now desire to increase the Limit of Appropriation by \$950,000.00.

NOW, THEREFORE, the District and the Consultant, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1.

This Third Amendment will be governed by the Master Agreement and First and Second Amendments, which are incorporated herein by reference as though fully set forth word for word.

2.

Having previously certified funds in the amount of One Million Two Hundred Eighty Thousand and No/100 Dollars (\$1,280,000.00), the District hereby amends the Master Agreement to certify as available Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000.00) in additional funds, bringing the total amount of funds certified as available under the Mater Agreement to Two Million Two Hundred Thirty Thousand and No/100 Dollars (\$2,230,000.00). Consultant understands and

agrees the total maximum compensation that Consultant may become entitled to hereunder this Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Nine Hundred Fifty Thousand and No/100 Dollars (\$950,000.00). Consultant understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Consultant may become entitled to under the Master Agreement shall be Two Million Two Hundred Thirty Thousand and No/100 Dollars (\$2,230,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the District'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, Consultant's sole and exclusive remedy shall be to terminate this Third Amendment.

3.

Section X, Compliance and Standards, of the Master Agreement is hereby amended to read as follows:

The Consultant agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the Consultant's profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and the Consultant's performance. The Consultant represents that, prior to performing hereunder, he has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the District and agrees that it shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

In accordance with TEX. GOV'T CODE ANN. § 2271.002, the Consultant warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

The Consultant represents and certifies that, at the time of execution of this Agreement, the Consultant (including, in this provision, any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same) is not listed by the Texas Comptroller of Public Accounts pursuant to Chapters 2252 or 2270 of the Texas Government Code, nor will the Consultant engage in scrutinized business operations or other business practices that could cause it to be listed during the term of this Agreement.

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Consultant warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Consultant does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

The Consultant certifies that it will not enter into a contract with any subcontractor that is listed on the federal government's terrorism watch list as described in Executive Order 13224.

The Consultant warrants and represents, in accordance with Tex. Gov't Code Ann. § 2276.002, that unless the Consultant meets an exemption under subsection (c), then, as required by subsection (b), the Consultant's signature on this Agreement constitutes the Consultant's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

The Consultant warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless the Consultant meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, the Consultant's signature on this Agreement

constitutes the Consultant's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the contract. The Consultant warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County (the "County"), including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.

The Consultant shall immediately report to the County through the County's Fraud, Waste, or Abuse Hotline and also notify the District in accordance with all the Notice provisions contained in this Agreement all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County's Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

4.

Section XXIV, Contract Construction, is hereby added to the Master Agreement, reading as follows:

This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of the Agreement. When terms are used in the singular or plural, the meaning shall apply to both. When either the male or the female gender is used, the meaning shall apply to both.

5.

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

6.

It is expressly understood and agreed that the Master Agreement and First and Second Amendments are incorporated herein by reference. 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 part or portion of the Master Agreement, First Amendment, or Second Amendment, this Third Amendment shall control.

[Signature Page Follows]

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD
CONTROL DISTRICT

By Emily Kunst
Emily Kunst
Assistant County Attorney
C.A. File No. 24GEN0814

By _____
Lina Hidalgo
County Judge

ELMORE PUBLIC RELATIONS, INC.

By Susan Elmore
Susan Elmore
President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF A THIRD AMENDMENT TO
THE AGREEMENT BETWEEN HARRIS COUNTY FLOOD CONTROL DISTRICT AND
ELMORE PUBLIC RELATIONS, INC.**

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:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

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 Flood Control District, the Third Amendment to the Agreement between Harris County Flood Control District and Elmore Public Relations, Inc. for the purpose of increasing the amount of appropriated funds by Nine Hundred Fifty Thousand and No/Dollars (\$950,000.00) for additional services under the same terms and conditions specified in the Agreement and this Third Amendment. The Agreement and Third Amendment are incorporated herein as though fully set forth word for word.

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