



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

April 24, 2023

Commissioners Court
Harris County, Texas

RE: Service Agreement

Members of Commissioners Court:

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

Description: Management of Dispatch, Towing, Auction of Impounded Vehicles and Inspection of Tow Trucks for the Harris County Sheriff's Office

Vendor: TEGSCO, LLC

Amount: No cost to Harris County

Reviewed by: X Harris County Purchasing X Sheriff's Office

The First Amendment adds language to the Agreement(s) with no cost to Harris County.

Sincerely,

Paige McInnis for

DeWight Dopslauf
Purchasing Agent

MO
Attachment
cc: Sheriff's Office
Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 16, 2023

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
TEGSCO, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment to the Agreement is made and entered into by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Sheriff’s Office (the “Department”) and TEGSCO, LLC (“Contractor”). County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On October 12, 2021, the County entered into a Master Agreement (the “Agreement”) for management of dispatch, towing, auction of impounded vehicles and inspection of tow trucks for the Department (“Services”).

The Parties now desire to amend the Agreement for the first time (“First Amendment”) for the purpose adding language to the Scope of Work.

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 following language will be added to the first paragraph of the Scope of Work:

“To enable the County flexibility and optionality, the County, at its sole discretion, may implement any, all or none of the activities described in this Statement of Work. For example, the County may decide to have AutoReturn provide services related to the Private Property Impound (“PPI”) transactions while not implementing other offerings as the County determines to be in the best interest of the County.”

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

III.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference.

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.

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.

TEGSCO, LLC

By: 
Name: Ray Krouse
Title: Chief Financial Officer
Date: 4/13/2023

HARRIS COUNTY

By: _____
LINA HIDALGO
HARRIS COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
HARRIS COUNTY ATTORNEY

By: 
T. Scott Petty
Senior Assistant County Attorney
C.A. File 23GEN0630

ORDER OF COMMISSIONERS COURT
Authorizing an amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2023 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND TEGSCO, LLC**

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 Hidalgo be and is hereby authorized to execute for and on behalf of Harris County the First Amendment to the Master Agreement between Harris County and TEGSCO, LLC; to add language to the Scope of Work; said First Amendment and Master Agreement being incorporated as though fully set forth herein 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.