

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
HARRIS COUNTY DOMESTIC VIOLENCE COORDINATING COUNCIL**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Third 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 Office of County Administration (“Department”), and Harris County Domestic Violence Coordinating Council (“Contractor”) a non-profit 501(c)(3) corporation. The County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On October 25, 2022, the County entered into an agreement (the “Master Agreement”) with Contractor to administer the Harris County Domestic Violence Assistance Fund (the “Program”), a Program that will provide flexible financial assistance to survivors of domestic violence via grants to not-for-profit community-based organizations (“CBOs”) that serve this population (the “Services”) for the Department.

On June 4, 2024, the Parties amended the Master Agreement for the first time (the “First Amendment”) for the purpose of updating the Statement of Work (Exhibit A) to reflect that CBOs may receive up to Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) in financial assistance and that Contractor may coordinate internal and external training opportunities for Program staff and qualifying CBOs to be paid from Contractor’s fee for wraparound services, as well as updating related terms in the Master Agreement.

On December 10, 2024, the Parties amended the Master Agreement for the second time (the “Second Amendment”) for the purpose of extending the term through September 30, 2025 to allow time for the County to make a request for proposal to procure a vendor for a new agreement for the Services and to add funding for the Services.

The Parties now desire to amend the Master Agreement for the third time (the “Third Amendment”) for the purpose of renaming the Department from the Office of County Administration to Harris County Public Health to reflect the County’s internal organization such that “Department” will now reference Harris County Public Health.

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, the First Amendment, and the Second Amendment, which are 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 Agreement (“Agreement”) is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (the “County”), acting by and through Harris County Public Health (the “Department”) and Harris County Domestic Violence Coordinating Council (“Contractor”), a non-profit 501(c)(3) corporation. The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

3) NOTICE

Section 9 of the Master Agreement is hereby amended to read as follows:

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: Harris County Domestic Violence Coordinating Council
2990 Richmond Avenue, Suite 550
Houston, Texas 77098
Attn: Barbie Brashear
Email: barbie@hcdvcc.org

To the County: Harris County Public Health
1111 Fannin Street
Houston, Texas 77002
Attn: Lupe Washington
Email: lupe.washington@phs.hctx.net

B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

4) 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, the First

Amendment, or the 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.

5) 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.

HARRIS COUNTY DOMESTIC
VIOLENCE COORDINATING COUNCIL

By: 
Name: Barbie Brashear
Title: Executive Director
Date: 3/25/2025

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: Manasi Tahiliani
Manasi Tahiliani
Assistant County Attorney
C.A.O. File 25GEN0634

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 _____, 2025 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 AND HARRIS COUNTY DOMESTIC
VIOLENCE COORDINATING COUNCIL**

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 the Master Agreement with Harris County Domestic Violence Coordinating Council for the purpose of renaming the Department to reflect that the County is acting by and through Harris County Public Health. 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.