



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

September 04, 2024

Commissioners Court  
Harris County, Texas

**RE: Job No. 210043**

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:** Financial Advisory Services for Harris County and the Harris County Flood Control District

**Vendor(s):** Masterson Advisors, LLC

**Amount:** \$300,000 previously approved funds for the term 08/24/2024 - 08/23/2025  
100,000 additional funds for the term 08/24/2024 - 08/23/2025  
\$400,000

**Reviewed By:** • Harris County Purchasing • Office of Management and Budget

The First Amendment increases funding for additional financial advisory services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

AR  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 19, 2024**



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN  
HARRIS COUNTY AND  
MASTERSON ADVISORS, 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"), acting through its Office of Management and Budget (the "Department") and Masterson Advisors, LLC ("Contractor"). The County and the Contractor are referred to herein collectively as "Parties" and individually as a "Party."

***Recitals***

On August 24, 2021, the County and the Contractor entered into an Agreement (the "Agreement") for financial advisory services for the Department (the "Services").

The Parties desire to amend the agreement for the first time ("First Amendment") to add services.

***Terms***

I.

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

II.

The Parties wish to add the Services listed in the Scope of Work attached hereto as Exhibit A. For the additional Services, the County hereby appropriates an additional One Hundred Thousand and No/Dollars (\$100,000.00).

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

III.

It is expressly understood and agreed that the 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 Agreement, previous amendments, or any other terms and conditions, this First Amendment shall control.

IV.

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.

MASTERSON ADVISORS, LLC

HARRIS COUNTY

By: \_\_\_\_\_



By: \_\_\_\_\_

LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENELEE  
COUNTY ATTORNEY

By: \_\_\_\_\_

*T. Scott Petty*  
T. Scott Petty  
Senior Assistant County Attorney  
C.A. File 24GEN2188

Exhibit A  
Scope of Work  
(follows behind)



**Tina Arias Peterman**

Managing Director

**July 22, 2024**

Ms. Amy Perez  
Deputy Executive Director  
Harris County Office of Budget Management  
1001 Preston, Suite 500  
Houston, Texas 77002

Re: Job No.210043 – Contract Amendment

Dear Ms. Perez:

Pursuant to recent discussions, the following outlines the terms and conditions of Masterson Advisors LLC (“Masterson”) amendment to our Municipal Advisor contract (the “Contract”) with Harris County (the “County”) to include additional scope of services and fee for such services (the “Additional Requested Services”).

**Scope of Services:**

Masterson provide the following Additional Requested Services to the County:

1. Harris County Toll Road Authority
  - a. Reconcile on a monthly basis cash flow model with actual results, i.e. revenues vs expenses, cash transfers and ending cash balance – not yet begun
  - b. Update cash flow model with updated Traffic & Revenue Study results - ongoing
  - c. In-depth rating presentation with rating agencies (Moody’s, Fitch, S&P and Kroll) to address Capital Improvement Program and future debt issuance – not yet begun
2. Solar for All – In progress
  - a. Prepare debt service projections (Already begun)
  - b. Prepare financing alternatives, including structuring and cash flow analysis for County GO debt-financed portion (Already begun)
3. NRG Stadium
  - a. Research all NRG related debt outstanding – County HOT and Harris County-Houston Sports Authority (“HCHSA”) (Already begun)
  - b. Provide County staff debt overview related to HCHSA debt outstanding related to NRG Stadium; (Already begun)
  - c. Analyze and provide HOT supported revenue debt scenarios (In Progress)

**Compensation for Requested Services Rendered:**

In consideration of providing the Requested Services, Masterson proposes an annual fee of \$100,000 to be paid quarterly in accordance with the Contract.



**Term of this Amendment**

This Amendment shall become effective on the date executed by both parties, and unless terminated by either party, this Letter Agreement shall remain in effect until the contract has expired.

Please acknowledge acceptance of these terms by signing in the space provided below and returning your executed copy to us at your convenience.

Sincerely,

**Agreed and Accepted: Harris County**

A handwritten signature in blue ink, appearing to read 'Tina Arias Peterman', with a long horizontal flourish extending to the right.

Tina Arias Peterman  
Managing Director

By: \_\_\_\_\_

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 FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN HARRIS COUNTY AND MASTERSON ADVISORS, 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 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 Masterson Advisors, LLC; for additional financial advisory services; for an additional \$100,000 in appropriated funds; said First Amendment and 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.