



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

May 27, 2021

Commissioners Court
Harris County, Texas

RE: Job No. 190031

Members of Commissioners Court:

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

Description: Electronic Monitoring Equipment and Services for Harris County

Vendor(s): Sentinel Offender Services, LLC

Amount: \$ 950,000 previously approved funds for the term 09/01/2020 - 08/31/2021
3,750,000 additional funds for the term 09/01/2020 - 08/31/2021
\$4,700,000

Reviewed By: • Harris County Purchasing • Pretrial Services

The Second Amendment increases funding due to an increase in services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

LB
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 08, 2021



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND SENTINEL OFFENDER SERVICES, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment is made and entered into by and between **Harris County, Texas**, a body corporate and politic under the laws of the State of Texas ("County") acting by and through its **Pretrial Services Department** ("Department"), and **Sentinel Offender Services, LLC** ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party".

Recitals

On or about August 27, 2019, Harris County Commissioners Court approved an agreement ("Master Agreement") for Sentinel Offender Services, LLC to provide electronic monitoring equipment and services for the Department (the "Services") as detailed in the Request for Proposal ("RFP") job No. 19/0031, attached as Exhibit A in the Master Agreement.

On December 8, 2020, the Master Agreement was amended for the first time to increase funds for continued service ("First Amendment").

The Parties now desire to amend the Master Agreement for the second time to add additional funding for the term ("Second Amendment").

Terms

I.

This Second Amendment shall be governed by the Master Agreement and First Amendment, which are incorporated herein by reference as if set forth word for word.

II.

This Second Amendment shall become effective upon final execution and remain in full force and until August 31, 2021, unless earlier terminated in accordance with the Master Agreement.

III.

LIMITATION OF APPROPRIATION

Having previously certified funds in the amount of Nine Hundred Fifty Thousand and No/Dollars (\$950,000.00), the County hereby amends the Master Agreement to certify as available Three

Million Seven Hundred Fifty Thousand and No/Dollars (\$3,750,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Four Million Seven Hundred Thousand and No/Dollars (\$4,700,000.00). Contractor understands and agrees, said understanding and agreement also 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 under this Second Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Million Seven Hundred Fifty Thousand and No/Dollars (\$3,750,000.00). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be Four Million Seven Hundred Thousand and No/Dollars (\$4,700,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Second Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Second Amendment.

IV.

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

V.

It is expressly understood and agreed that the Master Agreement and First Amendment are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Second Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement or First Amendment, this Second Amendment shall control.

VI.

EXECUTION

Multiple Counterparts: This Second 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 Second Amendment.

[Execution Page Follows]

SENTINEL OFFENDER SERVICES, LLC

By: [Signature]
Name: Dennis C. Fuller
Date: 05/06/2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: _____
Sam Kirchhoff
Assistant County Attorney
C.A. File 21GEN1214

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 _____, 2021 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND SENTINEL OFFENDER SERVICES, 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. Cagle	<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 is hereby authorized to execute for and on behalf of Harris County an Amendment to the Agreement between Harris County and Sentinel Offender Services, LLC, to add funding in the amount of \$3,750,000.00 to continue to provide electronic monitoring equipment and services. The 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.