



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

November 15, 2021

Commissioners Court
Harris County, Texas

RE: Job No. 150044

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: Threat Detection Scanners for Entrances at Various Locations for Harris County

Vendor(s): Smiths Detection, Inc.

Amount: \$138,000 previously approved funds for the term 10/25/2020 - 10/24/2021
0 additional funds for the extended term through 02/28/2022
\$138,000

Reviewed By: • Harris County Purchasing • Universal Services - Technology

The Second Amendment extends the Agreement(s) with no increase in the total contract amount.

Sincerely,

DeWight Dopslauf
Purchasing Agent

JG
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA NOVEMBER 30, 2021



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND SMITHS DETECTION, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This 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, by and through Harris County Universal Services ("Department") and Smiths Detection, Inc. ("Contractor") a corporation located at 2202 Lakeside Blvd. Edgewood, Maryland 21040. County and Contractor are known individually as "Party" and collectively as "Parties."

Recitals

On October 25, 2016, the County and Contractor entered into an agreement (the "Agreement") for Contractor to provide networkable X-Ray/Electromagnetic security scanners and all necessary peripherals and equipment ("Scanners") to cover building entrances at multiple County security-sensitive locations.

The Parties amended the agreement for the purpose of adding additional security scanners.

The Parties now desire to amend the Agreement for the purpose of extending the term through February 28, 2022.

Contractor warrants and represents that it is willing and capable of providing the services.

Terms

I.

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

II.

The term of the Agreement is hereby amended to extend through February 28, 2022.

III.

LIMIT OF APPROPRIATION: Contractor understands and agrees, said understanding and agreement being of absolute essence to this Amendment that the County has not appropriated

additional funds to pay for Services performed under this amendment. Contractor shall be paid for these Services from previously appropriated funds.

If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Amendment, Contractor may terminate all Services hereunder upon the total depletion of the certified funds unless the County, at its sole option, certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Contractor shall continue to provide the Services herein specified to the extent funds are available.

IV.

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

V.

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

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 Amendment.

[SIGNATURE PAGE FOLLOWS]

SMITHS DETECTION, INC.

By: Erica Ramos
Name: Erica Ramos
Title: Contracts Manager
Date: November 9, 2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Cherelle Sims
Cherelle Sims
Assistant County Attorney
C.A. File 21GEN3165

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 _____, 2021 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT
WITH SMITHS DETECTION, INC.**

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 Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Second Amendment to extend the term of the Smiths Detection, Inc. Agreement through February 28, 2022 at no additional cost to the County. 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.