



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

January 14, 2022

Commissioners Court
Harris County, Texas

RE: Job No. 190149

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the Third Amendment to the Agreement and the second of four (4) renewal options for the following:

Description: Review of the Harris County Criminal Justice System
Vendor: PFM Group Consulting LLC
Term through: November 11, 2022
Amount: \$3,263,860
Reviewed by: X Harris County Purchasing X County Judge's Office

The Third Amendment removes an assessment of the Harris County Constable's use of technology from the scope of work. The total contract amount has been reduced by \$84,000. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "DeWight Dopslauf", written over a horizontal line.

DeWight Dopslauf
Purchasing Agent

MO
Attachment
cc: County's Judges Office
Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JANUARY 25, 2022

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
PFM GROUP CONSULTING LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Third Amendment to the above referenced 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 PFM Group Consulting LLC ("Contractor"). The County and Contractor are referred to herein collectively as "Parties" and individually as "Party."

Recitals

On or about November 12, 2019, the County entered into an agreement ("Master Agreement") with Contractor for a review of the Harris County criminal justice system under Request for Proposal Job No. 19/0149 ("RFP").

On or about June 9, 2020, the Parties amended the Master Agreement for the first time to revise the deliverables and timetable for the project, limiting the review of the District Attorney and adding a review of the Constables and the Justices of the Peace ("First Amendment").

On or about August 10, 2021, the Parties amended the Master Agreement for the second time to expand the scope of work and assess the District Attorney's Office prosecutorial workload as illustrated in Proposal to Assess Prosecutorial Workload attached hereto and incorporated herein by reference ("First Amendment").

The Parties desire to amend the Master Agreement for the third time to reduce the scope of work to remove an assessment of the Harris County Constables' use of technology from the scope of work and decrease the funding by \$84,000.00

Contractor warrants and represents Contractor is willing and able to provide the Services.

Terms

I.

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

II.

Having previously certified funds in the amount Three Million Three Hundred Forty-Seven Thousand Eight Hundred Sixty and No/100 Dollars (\$3,347,860.00), the Parties hereby amend the Master Agreement to remove Eighty-Four Thousand and No/100 Dollars (\$84,000.00) in funds bringing the total amount of funds certified as available under the Master Agreement to Three

Million Two Hundred Sixty-Three Thousand Eight Hundred Sixty and No/100 Dollars (\$3,263,860.00). Contractor understands and agrees, said understanding also being of the absolute essence of this Third Amendment, that the maximum amount Contractor may become entitled to under the Master Agreement shall not exceed the sum of Three Million Two Hundred Sixty-Three Thousand Eight Hundred Sixty and No/100 Dollars (\$3,263,860.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Third 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 Third Amendment.

III.

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

IV.

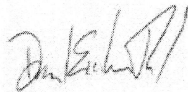
It is expressly understood and agreed that the Master Agreement, First Amendment, and Second Amendment are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Third Amendment, or any portion thereof, and the terms and provisions of any other part or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

V.

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.

[EXECUTION PAGE FOLLOWS]

PFM GROUP CONSULTING LLC



By: _____
Name: David Eichenthal _____
Title: Managing Director _____
Date: 10/20/2021 _____

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Philip Berzins _____
Philip Berzins
Assistant County Attorney
C.A. File 21GEN2894

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 _____, 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 THE HARRIS COUNTY AND PFM GROUP CONSULTING 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:

	Yes	No	Abstain
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 thus adopted follows:

IT IS ORDERED that:

1. The County Judge of Harris County or her designee is authorized to execute the Third Amendment to the Agreement with PFM Group Consulting LLC to limit the scope of work and reduce funding. The Amendment is incorporated herein as though fully set forth word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.