



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

January 10, 2023

Commissioners Court
Harris County, Texas

RE: Job No. 190258

Members of Commissioners Court:

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

Description: Parking Facility Management Services for Harris County

Vendor: Lanier Parking Meter Services, LLC

Term: through January 27, 2024

Amount: \$2,500,000

Reviewed by: X Budget Management Department X Harris County Purchasing

The Third Amendment removes a location and adjusts charges. A purchase order will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf

DeWight Dopslauf
Purchasing Agent

CTD
Attachment
cc: Vendor

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JANUARY 31, 2023

**AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY
AND LANIER PARKING METER SERVICES, LLC**

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 Harris County Universal Services (“Department”), and Lanier Parking Meter Services, LLC (“Contractor”), a limited liability company doing business under the laws of the State of Texas. County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On or about January 28, 2020, the County entered into an agreement with Contractor to provide parking facility management services, in accordance with the Request For Proposal Job No. 19/0258 (the “Agreement”).

On or about January 4, 2022, the Parties amended the agreement to add services at an additional location.

Both the County and Contractor now desire to amend the agreement to remove services at the location previously added.

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

Terms

I.

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

II.

The Agreement is hereby amended to delete in its entirety Section 1(A)(i), which added services at one additional location (1111 Fannin Street, Houston, Texas 77002). The amount specified in Section 6(A) shall be decreased by the amount of One Hundred Four Thousand Eight Hundred Fourteen and 98/Dollars (\$104,814.98).

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 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 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.

[EXECUTION PAGE FOLLOWS]


LANIER PARKING METER
SERVICES, LLC

By 
Name: Aziz Ihsanoglu
Title: Director
Date: 12/1/2022

HARRIS COUNTY

By: LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: 
Cherelle Sims
Assistant County Attorney
C.A. File 22GEN4133

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 _____, 2022 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO THE AGREEMENT
 WITH LANIER PARKING METER 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	<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 Agreement with Lanier Parking Meter Services, LLC for the purpose of removing services at one location (1111 Fannin Street, Houston, Texas 77002) and to decrease the cost of the contract by One Hundred Four Thousand Eight Hundred Fourteen and 98/Dollars (\$104,814.98). 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.