



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

May 09, 2023

Commissioners Court  
Harris County, Texas

**RE: Personal Services Exemption - Local Government Code § 262.024 (a)(4)**

Members of Commissioners Court:

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

**Description:** Medical Examiner Services for the Harris County Institute of Forensic Sciences

**Vendor(s):** ML Forensic Consulting LLC

**Amount:** \$383,800 previously approved funds  
82,500 additional funds  
\$466,300

**Reviewed By:** • Harris County Purchasing • Institute of Forensic Sciences

The Amendment increases funding for grant funding under the American Rescue Plan Act 2021 (ARPA). Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

MM  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA MAY 16, 2023**



**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY  
AND ML FORENSIC CONSULTING LLC**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Fifth Amendment to the Agreement between Harris County and ML Forensic Consulting LLC is entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Institute of Forensic Sciences (“Department”), and ML Forensic Consulting LLC (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

**WHEREAS**, on March 22, 2022, the County and Contractor entered into an agreement (the “Agreement”) for the Contractor to provide medical examiner services for the County, including medicolegal exams of decedents requiring autopsies;

**WHEREAS**, the Agreement was previously amended (“First Amendment”) to clarify the payment arrangements and to remove the restriction on the number of autopsies the Contractor is allowed to perform each month;

**WHEREAS**, the Agreement was amended a second time (“Second Amendment”) to extend the time for providing autopsy reports and provide for payment of 90% of the Contractor’s fee following completion of an autopsy; and was amended a third time (“Third Amendment”) to appropriate an additional \$100,000 for services performed by the Contractor;

**WHEREAS**, on February 21, 2023, the Parties amended the Agreement a fourth time (“Fourth Amendment”) to add additional funds and to include provisions necessary to qualify the contract for federal funding under the American Rescue Plan Act 2021 (Pub. Law 117-2), herein referred to as the “Act” or “ARPA”;

**WHEREAS**, the Parties wish to amend the Agreement for the fifth time (“Fifth Amendment”) for the purpose of adding funds.

**THEREFORE**, County and Contractor hereby agree to amend the Agreement in the following respects:

***Terms***

**I.**

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

**II.**

Article 6) A) under the heading “Limit of Appropriation” is hereby modified to read as follows:

A) Having previously certified funds in the amount of Three Hundred Eighty-Three Thousand Eight Hundred and 00/100 Dollars (\$383,800.00), the County hereby amends the Agreement to certify as available Eighty-Two Thousand Five Hundred and 00/100 Dollars (\$82,500.00) in additional ARPA funds, bringing the total amount of funds certified as available under the Agreement to Four Hundred Sixty-Six Thousand Three Hundred and 00/100 Dollars (\$466,300.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder for the Term of the Agreement and the total maximum sum that the County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances, or interpretations thereof exceed that sum. When all the funds so certified under this Agreement are expended, unless additional funds are certified available as evidenced by a written amendment to the Agreement, Contractor’s sole remedy will be to terminate this Agreement in accordance with Article 8) to the extent permitted under Article 8).

### **III.**

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

### **IV.**

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 Fifth Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this Fifth Amendment shall control.

### **V.**

Execution. Multiple Counterparts: This Fifth 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 Fifth Amendment.

**[EXECUTION PAGE FOLLOWS]**

DATED: \_\_\_\_\_, 2023.

ML FORENSIC CONSULTING LLC

HARRIS COUNTY

By: \_\_\_\_\_  
DR. MARY ANZALONE  
President

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Manasi Tahiliani  
Manasi T. Tahiliani  
Assistant County Attorney  
CAO No. 23GEN00903

DATED: \_\_\_\_\_, 2023.

ML FORENSIC CONSULTING LLC

By:   
DR. MARY ANZALONE  
President

Date: 4-19-2023

HARRIS COUNTY

By: \_\_\_\_\_  
LINA HIDALGO  
County Judge

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Manasi Tahiliani  
Manasi T. Tahiliani  
Assistant County Attorney  
CAO No. 23GEN00903

## ORDER OF COMMISSIONERS COURT

Authorizing Execution of Fifth Amendment to Personal Services Agreement with ML Forensic Consulting LLC for the Harris County Institute of Forensic Sciences

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

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

### **ORDER AUTHORIZING EXECUTION OF A FIFTH AMENDMENT TO THE PERSONAL SERVICES AGREEMENT WITH ML FORENSIC CONSULTING LLC TO PROVIDE MEDICAL EXAMINER SERVICES FOR THE HARRIS COUNTY INSTITUTE OF FORENSIC SCIENCES**

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 Lina Hidalgo is hereby authorized to execute for and on behalf of Harris County the Fifth Amendment to the Agreement between Harris County and ML Forensic Consulting LLC for the purpose of adding funding to the Agreement in an amount not to exceed Eighty-Two Thousand Five Hundred and 00/100 Dollars (\$82,500.00). The Fifth Amendment is incorporated herein by reference 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 purpose of this Order.