



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

March 01, 2021

Commissioners Court
Harris County, Texas

RE: Job No. 190126

Members of Commissioners Court:

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

Description: Operations, Management Systems and Organizational Review of Various Departments for Harris County

Vendor(s): PFM Group Consulting, LLC

Amount: \$3,412,500 previously approved funds for the term 10/29/2020 - 10/28/2021
330,500 additional funds for the term 10/29/2020 - 10/28/2021
\$3,743,000

Reviewed By: • Harris County Purchasing • Precinct 1

The Amendment increases funding to expand services to include the current organizational structure and provide recommendations on Commissioner Precinct 1's organizational structure. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "DeWight Dopslauf".

DeWight Dopslauf
Purchasing Agent

JR
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 09, 2021



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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment to the Agreement is made and entered into by and between Harris County (the "County"), acting through the Harris County Auditor's Office (the "Department"), and PFM Group Consulting, LLC ("Contractor"). The County and the Contractor are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

On October 29, 2019, the County and the Contractor entered into a Master Agreement (the "Agreement") for consulting services related to operations, management systems, organizational reviews, financial planning, and policy development ("Services").

On June 30, 2020, the Parties amended the Agreement for the first time ("First Amendment") for the purpose of expanding services to include operational review of HCTRA and extending the term.

On or about September 15, 2020, the Parties amended the Agreement for the second time ("Second Amendment") for the purpose of adding budget development and capacity building services with the goal of increasing the use of performance measurement in the budgeting process.

The Parties desire to amend the Agreement for the third time ("Third Amendment") for the purpose of expanding services to include operational review of Commissioner Precinct 1 and adding additional funding.

Terms

I.

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

II.

Contractor will provide expanded services as described in greater detail in Exhibit A.

III.

LIMITATION OF APPROPRIATION

Having previously certified funds in the amount Three Million Four Hundred Twelve Thousand Five Hundred and No/Dollars (\$3,412,500.00), the County hereby amends the Master Agreement to certify as available Three Hundred Thirty Thousand Five Hundred and No/Dollars (\$330,500.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to Three Million Seven Hundred Forty-Three Thousand and No/Dollars (\$3,743,000.00). 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 Third Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Three Hundred Thirty Thousand Five Hundred and No/Dollars (\$330,500.00). 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 Three Million Seven Hundred Forty-Three Thousand and No/Dollars (\$3,743,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this 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.

IV.

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

V.

It is expressly understood and agreed that the Master Agreement is 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, First Amendment, Second Amendment or any other terms and conditions, this Third Amendment shall control.

VI.

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.

PFM GROUP CONSULTING, LLC

HARRIS COUNTY

By: 

By: _____

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: DeAnne A. Lin

DeAnne A. Lin
Assistant County Attorney
C.A. File 21GEN0597

Exhibit A

Scope of Services

(follows behind)

2/2/2021

Proposed Scope for Harris County Precinct One

Precinct One will engage PFM for one year with options to extend the contract for two additional years.

In FY2021-22, PFM will perform the following services:

1. PFM will assess the current organizational structure and make recommendations on further refinements that will enhance the Precinct's capacity to serve its constituents and the larger Harris County community. One primary though not exclusive focus will be the organizational units that currently comprise the Infrastructure and Development Division. These recommendations will be paired where appropriate with proposals regarding the Precinct's budgeting practices, as well as alterations being made at the County level.

Deliverable: Review of Organizational Structure

2. PFM will make recommendations on the development of and changes to policies and procedures that will facilitate interdepartmental and intradepartmental cooperation and collaboration, more effective and efficient use of Precinct financial, human, and physical resources, and improved outcomes for Harris County citizens. This will include making recommendations on how best to document this activity to ensure consistently high levels of uniform performance across the Precinct.

Deliverable: Policies and Procedures Review

3. PFM will assess and make recommendations on Budget and Finance organization structure, roles, and responsibilities, positions, and job descriptions.

Deliverable: Review of Organizational Structure

4. PFM will review current Precinct financial policies and practices and advise on changes that should be made to conform with current standards and best practices established by the Government Finance Officers Association.

Deliverable: Memo on Financial Reporting

5. PFM will evaluate and make recommendations on improvements to current practices regarding the development and implementation of the Precinct budget.

Deliverables: Memo on Operating Budget Process and Memo on Capital Planning, Budgeting and Execution

Timeline

PFM will complete the proposed scope within 150 days of execution.

Fee

PFM will bill monthly on an hourly basis, based on the fees set forth in the proposal for the Precinct One work. Fees will be capped at \$330,500.

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 the ____ day of _____, 2021 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND
PFM CONSULTING GROUP, 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:

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. 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 County Judge Lina Hidalgo be, and is hereby, authorized to execute for and on behalf of Harris County, the Third Amendment to the Agreement between Harris County and PFM Group Consulting, LLC; for expanding services to include the current organizational structure and provide recommendations on Commissioner Precinct 1's organizational structure for an additional Three Hundred Thirty Thousand Five Hundred and No/Dollars (\$330,500.00) in appropriated funds. The Master Agreement, First Amendment, and Second Amendment are 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 purpose of this Order.