



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

March 22, 2021

Commissioners Court  
Harris County, Texas

**RE: Interlocal Agreement**

Members of Commissioners Court:

Please approve the Order authorizing County Judge to execute the attached First Amendment to Agreement for the following:

**Description:** Jail diversion program for the Harris County Budget Management Department

**Agency:** The HARRIS CENTER for Mental Health and IDD

**Amount:** \$366,826

**Reviewed by:**   X   Harris County Purchasing   X   Budget Management

The First Amendment contains settlement language which was prepared by the County Attorney's Office to cover invoices for jail diversion services rendered January 1, 2021 through January 31, 2021, prior to execution of the Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dopslauf", followed by a smaller signature that appears to read "for".

DeWight Dopslauf  
Purchasing Agent

Handwritten initials "SRV" in blue ink.  
SRV  
Attachments  
cc: Agency

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 30, 2021**



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY  
AND THE HARRIS CENTER FOR MENTAL HEALTH AND IDD**

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This First Amendment to the Agreement ("Master Agreement"), is made and entered into by and between Harris County ("County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Budget Management Department (the "Department"), and The HARRIS CENTER for Mental Health and IDD ("Agency"), a State designated Community Center and an Agency of the State of Texas under the provisions of Chapter 534 of the Texas Health and Safety Code. The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

***Recitals***

On March 9, 2021, the County and Agency entered into an agreement ("Master Agreement") for the purpose of implementing the Harris County Jail Diversion Program by providing community-based jail diversion services ("Services").

The Parties now desire to amend the Agreement for the first time ("First Amendment") to amend agreement language.

***Terms***

**I.**

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

**II.**

The County executes this First Amendment by and through the County Judge. This First Amendment shall become effective upon complete execution and remain in full force and effect as long as the underlying Agreement is active including any and all subsequent Renewal Terms ("Renewal Term").

**III.**

Section 6 of the Master Agreement entitled "Limit of Appropriation and Grant Funds" is hereby amended to read as follows:

**“6) LIMIT OF APPROPRIATION AND GRANT FUNDS**

- A) It is expressly understood and agreed that the Department has available the total maximum sum of funds hereinafter certified available by the County Auditor of the County for the purpose of satisfying the Department's obligations under the terms and provisions of the Agreement. Agency further understands and agrees that payment for the Services under this Agreement shall be made from Funds appropriated pursuant to SB 292 (formerly SB 1185) (“Funds”). It is expressly understood and agreed that the Department shall rely solely on the Funds to pay its obligations for the Services provided under this Agreement. The Department shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement until the Funds are actually received by the Department and then only to the extent that such monies are actually received and certified available for this Agreement by the County Auditor, as evidenced by the issuance of a Purchase Order for the amount. Agency agrees that the Funds awarded to the Department are the exclusive funding of the Agreement.
- B) In order to be eligible for payments from the Funds, Agency agrees to comply with all of the applicable terms and requirements of this Agreement.
- C) Agency agrees that payment to Agency shall be based upon the Department's receipt of the Services in accordance with the Agreement.
- D) In the event the Funds are discontinued or reduced during the Agreement term, the Department shall not be liable for payment of any funds above the actual Funds the Department receives. If such a discontinuation/reduction occurs and the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, Agency's sole and exclusive remedy shall be to terminate this Agreement. The Department obligation to make any payments under the Agreement is limited to the amount of the Funds. Agency agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Agreement.
- E) Agency understands and agrees, said understanding and agreement being also of the absolute essence of this Agreement, that the total maximum compensation that Agency may become entitled to hereunder and the total maximum sum that the Department shall become liable to pay to Agency hereunder shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Ten Million and No/Dollars (\$10,000,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the Department's liability under the terms and provisions of the Agreement is limited to this sum. When all the funds so certified are expended, Agency's sole and exclusive remedy shall be to terminate the Agreement.

- F) Consideration. The Parties agree that the Agency provided the same services as specified in this Agreement, between January 1, 2021 through January 31, 2021, and as full compensation for rendered services, the County agrees to pay Three Hundred Sixty-Six Thousand Eight Hundred Twenty-Five and 95/Dollars (\$366,825.95). The Agency understands and agrees that this compensation is part of, not in addition to, the Ten Million and No/Dollars (\$10,000,000.00) stipulated in subsection E of this Limit of Appropriation.
- G) Agency understands and agrees that it shall not proceed with any Services until it receives written authorization from the Department to begin. If at any time during the course of the Agreement Agency knows that the funds available will not cover the cost of the Services, Agency shall notify the Department immediately.
- H) Subject at all times to the availability of the Funds and the Department's right to withhold payment of any questionable charges, the Department shall pay each such undisputed invoice in accordance with Texas state law.
- I) With regard to any renewal or extension of this Agreement, the Department has not allocated any funds for any renewal or extension period beyond the current grant period. Therefore, if the Department exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period and in accordance with the terms and conditions of this Agreement. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

#### IV.

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

#### V.

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

**VI.**

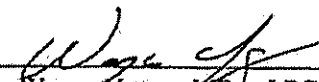
**EXECUTION**

**Multiple Counterparts:** This First 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 First Amendment.

**[EXECUTION PAGE TO FOLLOW]**

**THE HARRIS CENTER FOR MENTAL  
HEALTH AND IDD**

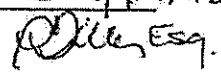
**HARRIS COUNTY**

KJ2  
PD By:   
Name: Wayne Young, MBA, LPC, FACHE  
Chief Executive Officer  
Date: 3/17/21

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Kendra Thomas by permission  
Kendra Thomas  Esq.  
General Counsel

By: DeAnne A. Lin  
DeAnne A. Lin  
Assistant County Attorney  
C.A. File 21GEN0821

## ORDER OF COMMISSIONERS COURT

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 THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

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:

|                           | Yes                      | No                       | Abstain                  |
|---------------------------|--------------------------|--------------------------|--------------------------|
| Judge Lina Hidalgo        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Rodney Ellis        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Adrian Garcia       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Tom S. Ramsey, P.E. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. R. Jack 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 Harris County Judge is authorized to execute on behalf of Harris County the attached First Amendment to the agreement for the purpose of clarifying language within the Master Agreement. The Master Agreement 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.