

**AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES
(ON-CALL ENVIRONMENTAL CONSULTING SERVICES)**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AMENDMENT NO. 2 TO AGREEMENT is made, entered into, and executed by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "District," and **ESE Partners, LLC**, a Texas limited liability company, hereinafter called "Consultant."

WITNESSETH, THAT

WHEREAS, on or about January 28, 2020, the District and the Consultant entered into an Agreement for Professional Services, under Purchase Order No. P333580 to provide environmental and related services as may be needed in support of the District's capital improvement and operations and maintenance programs (the "Agreement"); and

WHEREAS, the District and the Consultant previously amended the Agreement, on December 15, 2020, to provide for additional environmental and related services as may be needed in support of the District's capital improvement and operations and maintenance programs to be performed by Consultant and additional compensation to be paid to Consultant in connection with the projects; and

WHEREAS, the District requires additional environmental and related services as provided under Article 1, Character and Extent of Services; and

WHEREAS, the Consultant is willing to provide the necessary additional environmental and related services for further consideration; and

WHEREAS, the District and the Consultant now desire to increase the Limit of Appropriation by \$200,000.00, to \$600,000.00.

NOW, THEREFORE, the District and the Consultant, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 7 of the Agreement, entitled, "Limit of Appropriation," now reading:

The Consultant has been advised by the District, and the Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District has available the maximum sum of \$10,000.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that the maximum compensation the Consultant may become entitled to hereunder and the maximum sum the District shall become liable to pay to the Consultant hereunder, shall not under any conditions, circumstances, or interpretations hereof exceed the said maximum sum provided for in this Article and certified as available therefor by the County

Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent in this amount, except to the extent that additional funds are certified as available in accordance with purchase orders issued pursuant to Article 1. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$400,000.00.

If the Professional Services and charges to be provided for will equal or exceed the amount certified available, the Consultant shall notify the District immediately. If the amount certified is depleted prior to the end of the term of this Agreement, the Consultant may terminate all Professional Services upon the total depletion of the certified funds unless the District certifies additional funds, as evidenced by a written amendment to this Agreement and the purchase order, in which event the Consultant shall continue to provide the approved Professional Services herein specified to the extent funds are available.

is hereby amended to read:

The Consultant has been advised by the District, and the Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District has available the maximum sum of \$10,000.00 specifically allocated to fully discharge any and all liabilities that may be incurred by the District pursuant to the terms of this Agreement, and that the maximum compensation the Consultant may become entitled to hereunder and the maximum sum the District shall become liable to pay to the Consultant hereunder, shall not under any conditions, circumstances, or interpretations hereof exceed the said maximum sum provided for in this Article and certified as available therefor by the County Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent in this amount, except to the extent that additional funds are certified as available in accordance with purchase orders issued pursuant to Article 1. The total amount of funds which can be certified without amendment to this Agreement shall not exceed \$600,000.00.

If the Professional Services and charges to be provided for will equal or exceed the amount certified available, the Consultant shall notify the District immediately. If the amount certified is depleted prior to the end of the term of this Agreement, the Consultant may terminate all Professional Services upon the total depletion of the certified funds unless the District certifies additional funds, as evidenced by a written amendment to this Agreement and the purchase order, in which event the Consultant shall continue to provide the approved Professional Services herein specified to the extent funds are available.

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

EXECUTED on _____.

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE
HARRIS COUNTY ATTORNEY

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:

By _____
Mitzi Turner
Assistant County Attorney

By _____
Lina Hidalgo
County Judge

ATTEST:

DocuSigned by:
Jason Binford
358F700BB7444E9...

Jason Binford

Name

Principal, COO

Title

ESE PARTNERS, LLC

DocuSigned by:
[Signature]
358F700BB7444E9...

Tim O'Neil

Name

Principal, COO

Title

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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 _____, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO
 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
 THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND ESE PARTNERS, 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
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	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:

WHEREAS, on or about January 28, 2020 the District and the Consultant entered into an Agreement for Professional Services, under Purchase Order No. P333580 to provide environmental and related services as may be needed in support of the District's capital improvement and operations and maintenance programs (the "Agreement"); and

WHEREAS, the District and the Consultant previously amended the Agreement, on December 15, 2020, to provide for additional environmental and related services as may be needed in support of the District's capital improvement and operations and maintenance programs to be performed by Consultant and additional compensation to be paid to Consultant in connection with the projects; and

WHEREAS, the District requires additional environmental and related services as provided under Article 1, Character and Extent of Services; and

WHEREAS, the Consultant is willing to provide the necessary additional environmental and related services for further consideration; and

WHEREAS, the District and the Consultant now desire to increase the Limit of Appropriation by \$200,000.00, to \$600,000.00.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

- Section 1: The recitals set forth in this order are true and correct.
- Section 2: Exemption from the County Purchasing Act under Texas Local Government Code § 262.024(a)(4) is hereby granted.
- Section 3: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, Amendment No. 2 to Agreement for Professional Services by and between the Harris County Flood Control District and ESE Partners, LLC, to provide additional environmental and related services as may be needed in support of the District's capital improvement and operations and maintenance programs, for a fee increase of \$200,000.00, raising the maximum fee to be paid by the District to \$600,000.00, said Amendment No. 2 to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.