

**AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES  
(Engineering 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 **Halff Associates, Inc.**, a Texas corporation, hereinafter called "Engineer."

WITNESSETH, THAT

WHEREAS, on or about May 14, 2019, the District and the Engineer entered into an Agreement for Professional Services, under Purchase Order No. P320352, to provide engineering services to augment the District's staff for drainage report reviews (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on September 29, 2020, to provide for additional engineering services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the project; and

WHEREAS, the District requires additional engineering services as provided under Section I, Character and Extent of Services; and

WHEREAS, the Engineer is willing to provide the necessary additional engineering services for further consideration; and

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$150,000.00, to \$450,000.00.

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

**SECTION III of the Agreement, entitled, "Limit of Appropriation," now reading:**

The Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of \$300,000.00 specifically allocated to fully discharge any and all liabilities incurred by the District pursuant to the terms of this Agreement, and that the total maximum compensation the Engineer may become entitled to hereunder and the total maximum sum the District shall become liable to pay to the Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Section and certified as available therefor by the County Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent.

**is hereby amended to read:**

The Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the District shall have available the total maximum sum of \$450,000.00 specifically allocated to fully discharge any and all liabilities incurred by the District pursuant to the terms of this Agreement, and that the total maximum compensation the Engineer may become entitled to hereunder and the total maximum sum the District shall become liable to pay to the Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the said total maximum sum provided for in this Section and certified as available therefor by the County Auditor as evidenced by the issuance of a purchase order from the Harris County Purchasing Agent.

**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. MENEFEY  
HARRIS COUNTY ATTORNEY


HARRIS COUNTY FLOOD CONTROL  
DISTRICT

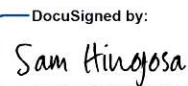
DocuSigned by:  
  
By \_\_\_\_\_  
Mitzi Turner  
Assistant County Attorney

By \_\_\_\_\_  
Lina Hidalgo  
County Judge

ATTEST:

HALFF ASSOCIATES, INC.

DocuSigned by:  
  
\_\_\_\_\_  
C. Andrew Moore  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Team Leader  
\_\_\_\_\_  
Title

DocuSigned by:  
  
\_\_\_\_\_  
Sam Hinojosa  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_  
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 HALFF ASSOCIATES, INC.**

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 May 14, 2019, the District and the Engineer entered into an Agreement for Professional Services, under Purchase Order No. P320352, to provide engineering services to augment the District's staff for drainage report reviews (the "Agreement"); and

WHEREAS, the District and the Engineer previously amended the Agreement, on September 29, 2020, to provide for additional engineering services to be performed by Engineer and additional compensation to be paid to Engineer in connection with the project; and

WHEREAS, the District requires additional engineering services as provided under Section I, Character and Extent of Services; and

WHEREAS, the Engineer is willing to provide the necessary additional engineering services for further consideration; and

WHEREAS, the District and the Engineer now desire to increase the Limit of Appropriation by \$150,000.00, to \$450,000.00.

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 Halff Associates, Inc., to provide additional engineering services to augment the District's staff for drainage report reviews, for a fee increase of \$150,000.00, raising the maximum fee to be paid by the District to \$450,000.00, said Amendment No. 2 to Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.