

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY
AND SHELDON ROAD MUNICIPAL UTILITY DISTRICT FOR WATERLINE
IMPROVEMENTS**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment to the Agreement is entered into by and between Harris County, body corporate and politic under the laws of the State of Texas (the “Grantee”) and Sheldon Road Municipal Utility District (the “Subrecipient”). The Grantee and the Subrecipient are referred to herein collectively as the “Parties” and individually as a “Party”.

Recitals

On or about February 8, 2022, Grantee entered into an agreement (the “Master Agreement”) with the Subrecipient under which the Subrecipient agreed to utilize the PY2021 Community Development Block Grant Entitlement (“CDBG-EN”) Program funds to provide infrastructure improvements including replacing water lines and installing fire hydrants.

On or about December 13, 2022, the Parties entered into a First Amendment to the Agreement to revise Exhibit B, Budget to increase the funding by \$25,923.00 in PY2022 CDBG-EN funds. The project budget increased from \$438,224.00 to \$464,147.00.

The Parties now desire to enter into a Second Amendment to the Agreement (“Second Amendment”) to revise Exhibit B, Budget by moving \$5,701.09 in remaining construction funds to a new line item for the Department of Economic Equity & Opportunity (DEEO) DBRA and Section 3 monitoring services for the period of March 2022 – November 2022.

Terms

I.

This Second Amendment is governed by the Master Agreement, incorporated herein by reference as if set forth word for word.

II.

“Exhibit B, Budget” of the Master Agreement is replaced entirely. The amended Exhibit B, Budget is attached hereto and shall be known as “Exhibit B, Budget for the Second Amendment to the Agreement”.

III.

In the event of any conflict between this Second Amendment and all previous versions of the Agreement, the terms of this Second Amendment shall control.

IV.

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

V.

EXECUTION

Multiple Counterparts: This Second 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 Second Amendment.

SIGNATURES TO FOLLOW ON NEXT PAGE

ATTEST:

**SHELDON ROAD MUNICIPAL
UTILITY DISTRICT**

By: DocuSigned by:
CECILIA CASAS
11B4398CF8CD457...
Name: CECILIA CASAS

By: DocuSigned by:
Wade Landry
9DD86F338AC44E...
Name: wade Landry

Title: President

Date Signed: 4/18/2023

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN MENEFEE
Harris County Attorney

By: DocuSigned by:
Haley New
A60EC5E9744D4F4...
Haley New
Assistant County Attorney
CAO File No.: 23GEN0901

By: _____
Lina Hidalgo
County Judge

Date Signed: _____

Exhibit B, BUDGET
For the Second Amendment to the Agreement

Sheldon Road Municipal Utility District
Waterline Improvements

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed FOUR HUNDRED SIXTY FOUR THOUSAND ONE HUNDRED AND FORTY SEVEN DOLLARS. (\$464,147.00), of which (\$12,764.00), is allocated to Harris County Engineering Department, and (\$5,701.09) is allocated to Harris County Department of Economic Equity & Opportunity, as certified available by the Harris County Auditor and as evidenced by the issuance of the Purchase Order from the Harris County Purchasing Agent.

PROJECT SUMMARY			
DESCRIPTION	CSD (CDBG)	LEVERAGE	TOTAL
Project Costs			
I. Acquisition	\$0.00	\$0.00	\$0.00
II. Architectural/Engineering Design	\$0.00	\$91,428.00	\$91,428.00
III. Construction	\$445,681.91	\$69,592.00	\$515,273.91
IV. HC Eng. Dept. Inspections	\$12,764.00	\$0.00	\$12,764.00
V. HC Dept. EEO Monitoring Services	\$5,701.09	\$0.00	\$5,701.09
Project Budget Total	\$464,147.00	\$161,020.00	\$625,167.00
CDBG PY2021 \$438,224.00 CDBG PY2022 \$25,923.00			

Exhibit B, BUDGET (pg.2)

PROJECT DETAIL			
Project Costs	CSD (CDBG)	LEVERAGE	TOTAL
I. Architectural/Engineering Design			
Schematic/Preliminary Design			\$0.00
Design Development		\$53,798.00	\$53,798.00
Construction Documentation			\$0.00
Bidding and Negotiations		\$4,500.00	\$4,500.00
Construction Administration		\$9,100.00	\$9,100.00
Additional Services (may include,		\$24,030.00	\$24,030.00
Subtotal	\$0.00	\$91,428.00	\$91,428.00
II. Construction			
Construction (new construction,	\$424,124.91	\$0.00	\$424,124.91
Contingency (@ 5% of construction)	\$21,557.00	\$0.00	\$21,557.00
Surveying		\$15,092.00	\$15,092.00
Testing		\$54,500.00	\$54,500.00
Independent Cost Estimate			\$0.00
Inspection			\$0.00
Subtotal	\$445,681.91	\$69,592.00	\$515,273.91
Project Detail Total	\$445,681.91	\$161,020.00	\$606,701.91
PID ALLOCATION			
CATEGORIES	CSD (CDBG)	LEVERAGE	TOTAL
III. HCED			
A/E Administration and Inspection	\$12,764.00		\$12,764.00
Testing			\$0.00
Subtotal	\$12,764.00	\$0.00	\$12,764.00
DEEO ALLOCATION			
CATEGORIES	CSD (CDBG)	LEVERAGE	TOTAL
V. HCDEEO			
Labor Compliance Monitoring Services	\$5,701.09		\$5,701.09
Subtotal	\$5,701.09	\$0.00	\$5,701.09
TOTAL PROJECT ALLOCATION			
Total Project Allocation	\$464,147.00	\$161,020.00	\$625,167.00
% PID Allocation	2.7%		

**ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Amendment**

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 the _____ day of _____, 2023, with the following members present except _____.

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

ORDER AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND SHELDON ROAD MUNICIPAL UTILITY DISTRICT FOR WATERLINE IMPROVEMENTS PROJECT

Commissioner _____ introduced an order and moved that the 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. Lesley 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 thus adopted follows:

IT IS ORDERED that:

Section 1: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County a Second Amendment to the Agreement between Harris County and Sheldon Road Municipal Utility District for Waterline Improvements. Said Second Amendment to the Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 2: All Harris County officials and employees are authorized to take such action and execute other documents as they deem necessary or convenient to carry out the purposes of this Order.