

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND HARRIS COUNTY FLOOD CONTROL DISTRICT**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the above referenced Agreement is made and entered into by and between Harris County Flood Control District (the “District”), a body corporate and politic under the laws of the state of Texas, and Harris County, Texas, a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Department for Economic Equity & Opportunity (the “County” or “DEEO”). The District and the County are referred to herein collectively as “Parties” and individually as “Party.”

Recitals

On or about February 27, 2024, the District entered into an agreement (the “Master Agreement”) with DEEO for technical assistance, staff augmentation, and various services relating to District CDBG projects.

The Parties now desire to amend the Master Agreement for the first time (“First Amendment”) for the purposes of extending the term, adjusting payment terms, and revising the scope to include additional services as illustrated in the Revised Exhibit A.

Terms

1.

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

2.

Section 1(B), Terms of Payment, of the Master Agreement is hereby amended to read as follows:

The District shall pay to the DEEO the amount agreed to for the performance of Services specified in the Work Authorization (aligned to the general Scope of Work and terms of payment outlined in Exhibit A). Any unspent funding for services outlined in a Work Authorization will be credited to a future work authorization or remitted to the District.

DEEO will provide monthly supporting documentation outlining the name of the specific resource, their job title or billing code, their billing rate, the grant name and project number for the assigned work, the number of hours of work performed, and a total cost. The

District may require additional documentation as required by the GLO. Exhibit A describes additional monthly supporting documentation requirements.

The Funds provided by the District are only to be used for the purpose set out in the Scope of Services and specifically defined in each Work Authorization. The District will seek reimbursement from the County if the Funds are not used for the purposes authorized in the Scope of Services and Work Authorizations, or if the County is unable to provide documentation to satisfy the District or its granting agency's requirements for reimbursement.

The District will make funds available under each Work Authorization to DEEO to finance eligible costs incurred by DEEO prior to receiving the monthly supporting documentation for work performed. DEEO shall furnish the monthly supporting documentation in accordance with Exhibit A and shall maintain all required documentation for each payroll period in its records for retrieval or examination by the District, the GLO, the U.S. Department of Housing and Urban Development (HUD), and other local, state, or federal entities with oversight authority.

3.

County understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that District is not appropriating additional funds under this First Amendment.

4.

The term of the Master agreement is hereby amended to extend through September 30, 2025 (FY2025).

5.

Exhibit A of the Master Agreement is hereby deleted and replaced by Revised Exhibit A, attached hereto and incorporated herein by reference.

6.

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

7.

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 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.

APPROVED AS TO FORM

CHRISTIAN D. MENE FEE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

Signed by:
Emily Kunst
ED17653073344AD...
By: _____
Emily Kunst
Assistant County Attorney
24GEN2264

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM

CHRISTIAN D. MENE FEE
Harris County Attorney

HARRIS COUNTY, TEXAS

DocuSigned by:
Stanley Sun
EDE3B3550F5E43B...
By: _____
Stanley Sun
Assistant County Attorney
CA File No. 24GEN2341

By: _____
Lina Hidalgo
County Judge

Revised Exhibit A

Harris County Department of Economic Equity & Opportunity (DEEO) Scope of Services

Overview

The purpose of this Agreement is to establish a framework for the funding of staff and contractors at DEEO by the Harris County Flood Control District (HCFCD) to support HCFCD's execution of projects funded by Community Development Block Grant Disaster Recovery (CDBG-DR) and Community Development Block Grant Mitigation (CDBG-MIT) grants awarded by the Texas General Land Office (GLO) via the U.S. Department of Housing and Urban Development (HUD).

The scope of services to be performed by DEEO for HCFCD will be defined in Work Authorizations that explicitly delineate tasks, resources, and costs. Services will be provided according to project timelines and milestones specified in the Work Authorization. DEEO will coordinate with HCFCD to ensure deliverables align with the overall project schedule. Potential services include, but are not limited to:

Worker & Community Protection (WCP) Division Services:

- **WCP Program Management (Section 3 and DBRA):** Guidance and management support for the WCP initiatives focusing on compliance with Section 3 and the Davis-Bacon Related Acts (DBRA). This includes management of wage rate compliance tasks for CDBG projects, as well as strategic planning, process optimization, and ensuring effective execution of WCP objectives. As part of its general Program Management activities, DEEO will provide an overview of processes and procedures and will provide a copy of the presentation to the District. Additionally, DEEO will schedule monthly compliance meetings with the General Contractor and the District and provide monthly status reports of compliance issues on each project. WCP will prepare and present Pre-Construction Compliance packets at the onset of each project. DBRA and Section 3 pre-bid documents must be included in bids for all projects. Checklist and forms for DBRA and Section 3 activities will be provided to the District and general contractors. Routine reporting for DBRA and Section 3 activities will be provided to the District to conform with GLO or District requirements including quarterly and annual Section 3 reporting in the TIGR system.

WCP Section 3 and DBRA Monitoring: Regular oversight and detailed review of Section 3 and DBRA activities. Monitoring ensures alignment with regulatory requirements and includes recommendations for process improvements. As part of the monitoring, the District must invite DEEO to all Kick-Off, Pre-Bid/Pre-Con, and Construction Progress Meetings. As part of the DBRA and Section 3 Monitoring services, the WCP Division will provide a status report for all projects. Section 3 and DBRA monitoring activities will be tracked in the labor compliance software system and read access will be provided to the District. Monitoring activities that identify high-risk contractor activities will be escalated to the District in a timely manner via the DEEO pay app approval portal utilizing Monday.com. The WCP Division will provide technical assistance to support contractors at risk of non-compliance with Section 3 or DBRA activities.

M/WBE Inclusive Procurement Division Services:

- **M/WBE Program Management:** Administration of the M/WBE program to enhance inclusive procurement practices. Services include management of workload and task execution, as well as developing strategies, facilitating partnerships, and managing MWBE program operations.
- **Vendor Diversity Monitoring (Pre and Post):** Evaluation and analysis of vendor diversity at both the commencement and conclusion of contracts. Monitoring ensures ongoing adherence to diversity goals and provides insights for future procurement strategies.

Programmatic Support Services:

- **Report Analyst:** Specialized reporting services that include the creation, analysis, and presentation of data related to WCP and MWBE activities supporting the CDBG program. This ensures decision-makers have accurate and timely information for strategy and compliance purposes.
- **Billing Staff:** Dedicated personnel to manage all billing aspects of the CDBG program. This service ensures accurate and compliant financial transactions, from invoice processing to reimbursement requests. See Exhibit A for more details of timely submittals.

Work Authorization Framework

The amount to be paid by the District to the County will be based on mutually agreed Work Authorizations that outline services that DEEO will perform for the District for agreed upon rates, determined in compliance with GLO's force account labor requirements as described in the GLO-CDR Implementation Manual.

Each Work Authorization will identify:

1. The scope of work to be performed and resources
2. Line-item account of the individuals or resources performing the work, including permanent and temporary employees
3. Not-to-exceed total budget for CDBG-DR and CDBG-MIT grant funds
4. Total allocated to Work Authorizations under the ILA in the current Fiscal Year (including the new Work Authorization)

The initial line-item account of the individuals or resources will include:

- Name of individual or resource
- Job title or position
- Initial billing rates established using the GLO's Force Account Personnel Cost Calculation Forms
- Estimated Hours of Work Performed by Grant and project coding
- Total anticipated cost by individual or resource

DEEO shall provide monthly supporting documentation of all labor costs billed under its Work Authorization(s) to the District no more than 30 days from the end of the prior month. This documentation must meet the requirements outlined in the GLO-CDR Implementation Manual and any additional requirements established by GLO. Required documentation includes the following GLO forms:

- Hourly billing rate calculations using a complete, accurate, and certified Personnel Cost Calculation Form, for each individual performing compensated work duties during the month, updated when necessary to reflect the amount(s) and effective date(s) of any adjustment(s) to an individual's billing rate that occurred during the month.
- Certified Administrative Personnel Time Sheets identifying hours and dates worked and work performed for each individual performing work
- Internal Workforce Summary Page
- Other documents as deemed necessary by GLO to support associated costs

All timesheets must correspond to the DEEO's official payroll records. The District may request that GLO accept substantially equivalent documents produced by DEEO or the District in lieu of the official GLO forms and will notify the DEEO of any such arrangements. The District may require additional documentation from DEEO as required by the GLO.

DEEO will make every effort to inform the District of any relevant personnel changes (e.g., departure of staff previously supporting the District) in a timely manner to ensure both parties are aware of potential impacts to ongoing support. The County shall furnish all general equipment, materials, and tools necessary for the performance of its obligations at no additional charge to the District. Any unplanned, extraordinary contractual project expenses must be approved by the District, and will be procured and paid for directly by HCFCF.

The District agrees and supports the required use of DEEO's LCPTracker Labor Compliance Software System or alternate official County compliance software system for the approval and storage of compliance documentation, including but not limited to certified payrolls, by contractors, subcontractors, and lower-tier subcontractors. The District and GLO staff will be provided access to the system. Additionally, the District agrees to upload payment application request documents in the Monday.Com payment portal or any other platform that may be used by the County. Pay App Approval for the Project is dependent upon review of Section 3 and DBRA Compliance.

Should DEEO wish to use the space, the District will provide part-time office and meeting areas, supplementing the primary workspace provided by DEEO. This arrangement will enhance communication and collaboration, with the timing and frequency of use determined through a work authorization

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an agreement

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 _____, 2024, with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT TO AGREEMENT BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND HARRIS COUNTY

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:

Table with 4 columns: Vote of the Court, Yes, No, Abstain. Rows include Judge Hidalgo, Comm. Ellis, Comm. Garcia, Comm. Ramsey, P.E., and Comm. Briones.

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 adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County Flood Control District, the First Amendment to the Master Agreement with Harris County, acting by and through the Harris County Department for Economic Equity & Opportunity, to extend the term, adjust payment terms, and revise the scope of work to include additional services. The Amendment is incorporated herein as though fully set forth word for word.

All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.