



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

September 09, 2024

Commissioners Court  
Harris County, Texas

**RE: Job No. 210163**

Members of Commissioners Court:

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

**Description:** Community Youth Development Project Programming for Gulfton, 77081 Zip Code for Harris County Resources for Children and Adults

**Vendor(s):** Connatser & Nicksch Consulting, LLC

**Amount:** \$ 25,000 previously approved funds for the term 09/01/2024 - 08/31/2025  
80,000 additional funds for the term 09/01/2024 - 08/31/2025  
\$105,000

**Reviewed By:** • Harris County Purchasing • Resources for Children and Adults

The First Amendment increases funding for additional services. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

JMB  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 19, 2024**



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND  
CONNATSER & NIKSCH CONSULTING, LLC**

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF HARRIS     §

This First Amendment to the Agreement is made and entered into by and between **Harris County** (the “County”), a body corporate and politic under the laws of the State of Texas and acting by and through Harris County Resources for Children and Adults (“Department”), and **Connatser & Nicksch Consulting, LLC** (“Contractor”) a corporation doing business under the laws of the State of Texas. County and Contractor are known individually as “Party” and collectively as “Parties.”

***Recitals***

On August 24, 2021, the County entered into an agreement with Contractor to provide Community Youth Development Project Programming for Gulfton, 77081 zip code for Department (the “Master Agreement”).

The County and Contractor now desire to amend the Master Agreement for the first time (“First Amendment”) for the purpose of adding additional funds to the Master Agreement for Department.

The County and Contractor are adding additional funds for additional services as illustrated in the Budget Breakdown attached hereto as Exhibit A and incorporated herein by reference.

Contractor warrants and represents that it is willing and capable of providing the services.

***Terms***

**1) CONTRACT CONSTRUCTION**

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

**2) LIMIT OF APPROPRIATION**

Having previously certified funds in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) the County hereby amends the Master Agreement to certify as available Eighty Thousand and 00/100 Dollars (\$80,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to One Hundred Five Thousand and 00/100 Dollars (\$105,000.00). Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor under this First Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Eighty Thousand and 00/100 Dollars (\$80,000.00). Contractor understands and agrees, said understanding also being of the absolute essence of this

contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall be One Hundred Five Thousand and 00/100 Dollars (\$105,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this First Amendment is limited to said sum; and when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this First Amendment.

**3) ORDER OF PRECEDENCE**

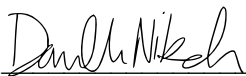
In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

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

**4) EXECUTION, MULTIPLE COUNTERPARTS**

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.

CONNATSER & NIKSCH CONSULTING, HARRIS COUNTY  
LLC

By:   
Name: Danielle Niksch  
Title: Owner  
Date: 9.4.2024

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

APPROVED AS TO FORM:  
Christian D. Menefee  
COUNTY ATTORNEY


By:   
Stanley Sun  
Assistant County Attorney  
C.A. File 24GEN2076

EXHIBIT A  
Budget Breakdowns  
(follows behind)

PERSONNEL - SALARIES	DFPS Contract Budget	Methodology for Contract Budget Narrative	Match Budget	Methodology for Match Budget Narrative	FTE Allocations					
					Total Salary	FTE	% FTE Allocated to DFPS Contract	% FTE Allocated to Match	Number of months on contract	Direct Service or Adels?
Jennifer Connaster, Co-Program Director	39,900.00	\$35/hr for 95 hrs/month; Coordinate, implement, and supervise activities with the PHSR, YAC + ANC in Harris County Galton to provide programming and services.	-		\$ 39,900.00	1.00	100.00%	0.00%	12	Direct Service
Danielle Nksch, Co-Program Director	39,900.00	\$35/hr for 95 hrs/month; Coordinate, implement, and supervise activities with the PHSR, YAC + ANC in Harris County Galton to provide programming and services.	-		\$ 39,900.00	1.00	100.00%	0.00%	12	Direct Service
Lladra Aguilar, Bilingual Program Facilitator	10,500.00	\$35/hr for 25 hrs/month; Coordinate, implement, and supervise activities with the PHSR, YAC + ANC in Harris County Galton to provide programming and services.	-		\$ 10,500.00	1.00	100.00%	0.00%	12	Direct Service
Esther Argueta, Bilingual Program Facilitator	8,400.00	\$35/hr for 20 hrs/month; Coordinate, implement, and supervise activities with the PHSR, YAC + ANC in Harris County Galton to provide programming and services.	-		\$ 8,400.00	1.00	100.00%	0.00%	12	Direct Service
<b>Total</b>	<b>\$ 98,700.00</b>		<b>\$ -</b>		<b>\$ 98,700.00</b>					

FRINGE by EMPLOYEE	DFPS Contract Budget	Methodology for Contract Budget Narrative	Match Budget	Methodology for Match Budget Narrative	Fringe % of Salary					
					Total Fringe per Employee	FTE	% Fringe Allocated to DFPS Contract	% Fringe Allocated to Match	Number of months on contract	Fringe % of Salary
Jennifer Connaster, Co-Program Director	-	None	-		\$ -	1.00	100.00%	0.00%	12	0.00%
Danielle Nksch, Co-Program Director	-	None	-		\$ -	1.00	100.00%	0.00%	12	0.00%
Lladra Aguilar, Bilingual Program Facilitator	-	None	-		\$ -	1.00	100.00%	0.00%	12	0.00%
Esther Argueta, Bilingual Program Facilitator	-	None	-		\$ -	1.00	100.00%	0.00%	12	0.00%
<b>Total</b>	<b>\$ -</b>		<b>\$ -</b>				<b>0.00%</b>	<b>0.00%</b>		

FRINGE by TYPE of BENEFIT	DFPS Contract Budget	Methodology for Contract Budget Narrative	Match Budget	Methodology for Match Budget Narrative	Fringe % of Salary			
					Total Fringe for DFPS Program Benefits	% Fringe Allocated to DFPS Contract	% Fringe Allocated to Match	
Social Security (FICA)	-		-		\$ -	0.00%	0.00%	
State Unemployment Tax Act (SUTA)	-		-		\$ -	0.00%	0.00%	
Retirement	-		-		\$ -	0.00%	0.00%	
Insurance- Medical	-		-		\$ -	0.00%	0.00%	
Insurance- Dental	-		-		\$ -	0.00%	0.00%	
Insurance- Vision	-		-		\$ -	0.00%	0.00%	
Insurance- Worker's Compensation	-		-		\$ -	0.00%	0.00%	
Insurance- Unemployment	-		-		\$ -	0.00%	0.00%	
Short-Term Disability	-		-		\$ -	0.00%	0.00%	
Long-Term Disability	-		-		\$ -	0.00%	0.00%	
Life Insurance	-		-		\$ -	0.00%	0.00%	
Other Fringe	-		-		\$ -	0.00%	0.00%	
<b>Total</b>	<b>\$ -</b>		<b>\$ -</b>			<b>0.00%</b>	<b>0.00%</b>	<b>Total Fringe % (of Salary)</b>

TRAVEL	DFPS Contract Budget	Methodology for Contract Budget Narrative	Match Budget	Methodology for Match Budget Narrative
Mileage		None	-	
Airfare	-	None	-	
Meals		None	-	
Lodging	-	None	-	
Miscellaneous Transportation	-	None	-	
<b>Total</b>	<b>\$ -</b>		<b>\$ -</b>	

SUPPLIES and CONTROLLED ASSETS	DFPS Contract Budget	Methodology for Contract Budget Narrative	Match Budget	Methodology for Match Budget Narrative
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Office Supplies	86.56	office supplies such as paper, post its, paper clips, notebooks	-	
Training + Curriculum			-	
Outreach Materials/Program Literature	-		-	
Technology (controlled assets)			-	
other supplies and controlled assets			-	
other supplies and controlled assets			-	
other supplies and controlled assets	-		-	
other supplies and controlled assets	-		-	
other supplies and controlled assets	-		-	
other supplies and controlled assets	-		-	
<b>Total</b>	<b>\$ 86.56</b>		<b>\$ -</b>	

CAPITAL EQUIPMENT (greater than \$5K)	DFPS Contract Budget	Methodology for Contract Budget Narrative	Match Budget	Methodology for Match Budget Narrative
	-		-	
	-		-	
	-		-	
<b>Total</b>	<b>\$ -</b>		<b>\$ -</b>	

OTHER	DFPS Contract Budget	Methodology for Contract Budget Narrative	Match Budget	Methodology for Match Budget Narrative
Other	2,600.00	Program collaboration with Nameless Sound. The mission is to present the best of international contemporary music and to support the exploration of new methods in arts education. Nameless Sound presents concerts by premier artists in the world of creative music. They will provide 26 sessions of programming throughout the Fall + Spring Semesters at a local community center, apartment complex or school. The cost is \$100 per hour for two instructors.	-	
Other	3,613.44	Monthly contract office and meeting space at Local Office: 1 office space/1 staff/month is \$249; 12mths x \$249 = \$2988; additional office space 2x /month for staff/intern collaborative meetings is \$26.06; 2 times/mths x \$26.06 = \$52.12 x 12 mths = \$625.44; OVERALL office and meeting space for staff for 12 months: \$2988 + \$625.44 = \$3613.44	-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
Other	-		-	
<b>Total</b>	<b>\$ 6,213.44</b>		<b>\$ -</b>	

<b>SUBTOTAL Excluding Subcontractors</b>	<b>DPPS Contract Budget</b>	<b>Methodology for Contract Budget Narrative</b>	<b>Match Budget</b>	<b>Methodology for Match Budget Narrative</b>
	\$ 105,000.00		\$ -	

<b>CONTRACTUAL - Subcontractors</b>	<b>DPPS Contract Budget</b>	<b>Methodology for Contract Budget Narrative</b>	<b>Match Budget</b>	<b>Methodology for Match Budget Narrative</b>
		see corresponding tab for budget details		see corresponding tab for budget details
		see corresponding tab for budget details		see corresponding tab for budget details
		see corresponding tab for budget details		see corresponding tab for budget details
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	-	see corresponding tab for budget details	-	see corresponding tab for budget details
	-	see corresponding tab for budget details	-	see corresponding tab for budget details
	-	see corresponding tab for budget details	-	see corresponding tab for budget details
<b>Total</b>	\$ -		\$ -	

<b>Subcontractor Expenses Added to Indirect Cost Budget</b>	
<b>Reimbursable Amount Subject to Indirect Cost Rate</b>	<b>Match Amount Subject to Indirect Cost Rate</b>
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -

<b>Subcontractor Costs added to the Indirect Cost Calculation</b>				
	\$ -		\$ -	

<b>INDIRECT COSTS</b>	<b>DPPS Contract Budget</b>	<b>Methodology for Contract Budget Narrative</b>	<b>Match Budget</b>	<b>Methodology for Match</b>
0.00%	-		-	
Indirect Cost Rate adjustment	-		-	
<b>Total</b>	\$ -		\$ -	

**ORDER OF COMMISSIONERS COURT**  
 Authorizing execution of a First Amendment

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 \_\_\_\_\_, 2024 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 CONNATSER & NIKSCH CONSULTING, 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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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 County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, the First Amendment to the Agreement with Connatser & Nicksch Consulting, LLC to add **\$80,000.00** in additional funds. The First Amendment is incorporated herein by reference for all purposes as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.