

**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 Housing and Community Development (the “County” or “HCD”). The District and the County are referred to herein collectively as “Parties” and individually as “Party.”

***Recitals***

On or about December 19, 2023, the District entered into an agreement (the “Master Agreement”) with HCD 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 terms, and revising the scope 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 amount to be paid by the District to the County will be based on mutually agreed upon Task Orders that outline specific scope of services that HCD will perform for the District for agreed upon rates.

Terms of payment may be further specified in the Task Orders. Generally, HCD should invoice the District monthly for services performed. Invoices will include a line-item account of billing for services performed by individual resources and identifying specific

relevant grant and project coding. Each line-item will identify 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 in more detail.

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 Task Order. The District will seek reimbursement from the County if the Funds are not used for the purposes authorized in the Scope of Services and Task Orders, or if the County is unable to provide documentation to satisfy the District or its granting agency's requirements for reimbursement.

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.

The second paragraph of Section 2, Scope of Services, of the Master Agreement is hereby amended to read as follows:

The District and HCD will mutually agree to services to be performed and appropriate resources and rates that align with GLO requirements with a Task Order as needed.

6.

The final sentence in Section 3, Records Retention, of the Master Agreement is hereby amended to read as follows:

All CDBG-DR and CDBG-MIT project records must be available for review by the District, GLO, and/or HUD until the retention period is satisfied.

7.

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

8.

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

9.

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:  
By:   
ED17653073344AD  
\_\_\_\_\_  
Emily Kunst  
Assistant County Attorney  
24GEN2265

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

APPROVED AS TO FORM

CHRISTIAN D. MENE FEE  
Harris County Attorney

HARRIS COUNTY, TEXAS

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By:   
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\_\_\_\_\_  
Stanley Sun  
Assistant County Attorney  
CA File No. 24GEN2342

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

## Revised Exhibit A

### Harris County Housing and Community Development (HCD) Scope of Services

#### Overview

The purpose of this Agreement is to establish a framework for the contracting or lease of staff services from HCD 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 HCD for HCFCD will be defined in Task Orders that explicitly delineate tasks, resources, and costs. Services will be provided according to project timelines and milestones specified in the Task Order. HCD will coordinate with HCFCD to ensure deliverables align with the overall project schedule. Potential services include, but are not limited to:

- **Startup documentation:** Advisory support and/or data collection to complete startup documentation requirements and project application support, including but not limited to Affirmatively Furthering Fair Housing (AFFH) and Environmental consultation and secondment of staff.
- **Financial Monitoring:** Advisory support or secondment of staff to develop required reports and reporting processes to monitor CDBG project activities and spend.
- **Compliance:** Advisory support or secondment of staff to review HCFCD processes relative to compliance requirements, along with providing recommendations and supporting implementation of revised structure for documentation.
- **Risk-Based Auditing of Transactions:** Intermittent audit of select projects and transactions utilizing a risk-based approach to validate that HCFCD has compliant processes.
- **DBRA & Section 3 Compliance Support:** Advisory and/or secondment of staff to support HCFCD implementation of compliant DBRA and Section 3 compliance.
- **Grant Project Accounting & Reimbursement Support:** Secondment of staff for responsibility over specific CDBG projects managed by HCFCD.

#### Task Order Framework

The amount to be paid by the District to the County will be based on mutually agreed upon Task Orders that outline specific scope of services that HCD 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 Task Order will identify:

1. Outline of 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 Task Orders under the ILA in the current Fiscal Year (including the new Task Order).

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

- Name of individual or resource (referencing the position code)
- Job title or position
- Initial billing rates established using the GLO's Force Account Personnel Cost Calculation Forms
- Projected/Estimated hours of work performed by Grant and project coding
- Grant and project coding
- Total anticipated cost by individual or resource

Terms of payment may be further specified in the Task Orders. HCD shall provide monthly supporting documentation of all labor costs billed under its Task Orders(s) to the District no more than thirty (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 HCD's official payroll records. The District may request that GLO accept substantially equivalent documents produced by HCD or the District in lieu of the official GLO forms and will notify the HCD of any such arrangements. The District may require additional documentation from HCD as required by the GLO.

HCD 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 equipment, materials, and tools necessary for the performance of its obligations at no additional charge to the District. Any necessary project expenses will be procured and paid for directly by HCFCD.

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:

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 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 Housing and Community Development, to extend the term, adjust terms, and revise the scope of work. 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.