



HARRIS COUNTY, TEXAS

COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.
Executive Director

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March 19, 2021

County Judge Hidalgo and
Commissioner Ellis, Garcia, Ramsey, and Cagle

AGENDA LETTER

Please consider the following item on the Commissioners Court Agenda for March 30, 2021:

Approval of the attached First Amendment to the Agreement prepared by the County Attorney, between Harris County and the Pine Village Public Utility District for the Lift Station No. 2 Improvements Project. This amendment revises the Budget, to add \$71,900.00 in CDBG funds and \$108,984.26 in leverage funds to adequately cover project costs and extends the project completion date. The project is located in Harris County Precinct One.

Thank you for your assistance with this request.

DocuSigned by:

Adrienne Holloway

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Adrienne M, Holloway, Ph.D.
Executive Director

AMH/erw/dmj/teb

Harris County Community Services Department

EXECUTIVE SUMMARY

FIRST AMENDMENT

March 30, 2021

On March 12, 2019, Commissioners Court approved an Agreement between Harris County and the Pine Village Public Utility District using \$395,005.00 in Program Year (PY) 2018 Community Development Block Grant (CDBG) funds to the Pine Village Public Utility District for the Lift Station No. 2 Improvements Project (of which \$11,505.00 is allocated to Harris County Engineering Department to provide architectural and engineering services and \$383,500.00 is allocated to construction). The CDBG funds will be used to rehabilitate and improve the District Lift Station No. 2 to comply with current floodplain criteria including raising the structure and control panel above the floodplain elevation, installation of self-priming pumps, piping modifications, electrical modification, site work and structure modification. This project benefits individuals who reside within the Harris County service area of whom at least 51% are from low- and moderate-income households.

The Harris County Community Services Department and the Pine Village Public Utility District now desire to amend said Agreement in order to revise the following: 1) Exhibit B, Budget, to add \$71,900.00 in CDBG funds and \$108,984.26 in leverage funds to adequately cover project costs. The total amount of CDBG funds allocated to this project is now \$466,905.00, of which \$455,400.00 is the maximum amount to be paid to the Subrecipient for construction and related activities. The total amount of leverage funds allocated to this project is now \$239,984.26; and 2) Section II.D.5, Completion of Work, to add 169 days to the project schedule to complete the rehabilitation of wet well walls. The Project shall now be completed on or before the expiration date of April 30, 2021 following the Construction Start Date.

Attached for Commissioners Court review and approval is the Amendment to the Agreement between Harris County and the Pine Village Public Utility District for the above-mentioned project.

**FIRST AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY AND
PINE VILLAGE PUBLIC UTILITY DISTRICT FOR THE PROVISION OF
INFRASTRUCTURE IMPROVEMENTS TO PINE VILLAGE FOR
THE LIFT STATION NO. 2 IMPROVEMENTS PROJECT**

This First Amendment to the Agreement is made and entered into by and between Harris County (the “Grantee”) and Pine Village Public Utility District (the “Subrecipient”). The Grantee and the Subrecipient are known individually as “Party” and collectively as “Parties”.

On March 12, 2019, the Grantee approved an agreement (the “Master Agreement”) with the Subrecipient authorizing the provision of infrastructure improvements for the purpose of the Pine Village Lift Station No. 2 Improvements Project, an eligible activity under the rules and regulations regarding CDBG Program Grant Funds (the “Services”).

The Parties now desire to amend the Master Agreement to modify Exhibit “B” in certain respects, including adding an additional allocation of Seventy One Thousand, Nine Hundred Dollars (\$71,900.00) of PY2018 CDBG Funds and One Hundred Eight Thousand Nine Hundred Eighty Four Dollars (\$108,984) in leverage funds to cover construction and related activities.

Additionally, the Parties desire to amend the Master Agreement to modify Section II.D.5, Completion of Work, to add 169 days to adequately cover construction schedule. The Project shall now be completed on or before the expiration date of April 30, 2021 following the Construction Start Date.

Terms

I.

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

II.

The maximum amount to be paid by the Grantee under this Order shall not exceed FOUR HUNDRED SIXTY SIX THOUSAND NINE HUNDRED FIVE DOLLARS (\$466,905.00), of which (\$11, 505.00), is allocated to Harris County Engineering Department, as certified available by the Harris County Auditor and as evidenced by the issuance of the Purchase Order from the Harris County Purchasing Agent.

III.

Exhibit “B” of the Master Agreement is hereby deleted and replaced with Exhibit B-1 attached hereto and made a part hereof. All references to Exhibit B in this Amendment and the Master Agreement are deemed to refer to Exhibit B-1.

IV.

Article III of the Master Agreement is hereby modified to read as follows: “Services of the Subrecipient shall start upon Harris County Commissioners Court approval of this Agreement and shall terminate when the Project is completed, but not later than April 30, 2021. This Agreement may only be extended upon written request to and approval from the Executive Director of HCCSD or her designee. In addition, the Subrecipient’s covenants and agreements shall extend for five (5) years after the funds provided for this Project under this Agreement are fully spent, in accordance with 24 C.F.R. §570.505 and with applicable OMB circulars, or after the Project is completed pursuant to Section II(D)(6) of this Agreement.”

V.

The third item within Section II(D)(5), “Completion of Work,” is hereby modified to read as follows: “The Subrecipient shall ensure that, except in cases of force majeure, the construction of the Project shall be completed on or before April 30, 2021.”

VI.

In the event of any conflict between the term 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.

VII.

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

VIII.

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.

SIGNATURE TO FOLLOW ON NEXT PAGE

ATTEST:

**PINE VILLAGE PUBLIC UTILITY
DISTRICT**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date Signed: _____

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE
Harris County Attorney

By: Randy Keenan
Randy Keenan
Assistant County Attorney
CAO File No.: 21GEN0657

By: _____
Lina Hidalgo
County Judge

Date Signed: _____

EXHIBIT B-1**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 FIFTY SIXTY SIX THOUSAND NINE HUNDRED FIVE and 00/100 Dollars (\$466,905.00), of which \$11,505.00 is allocated to Harris County Engineering Department, 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. Architectural/Engineering Design	\$0.00	\$75,000.00	\$75,000.00
II. Construction	\$455,400.00	\$239,984.26	\$695,384.26
III. HC Eng. Dept. Inspections	\$11,505.00	\$0.00	\$11,505.00
Project Budget Total	466,905.00	\$314,984.26	\$781,889.26

PROJECT DETAIL

Project Costs	CSD (CDBG)	LEVERAGE	TOTAL
I. Architectural/Engineering Design			
Schematic/Preliminary Design	\$0.00	\$9,000.00	\$9,000.00
Design Development	\$0.00	\$40,000.00	\$40,000.00
Construction Development	\$0.00	\$8,000.00	\$8,000.00
Construction Documentation	\$0.00	\$3,000.00	\$3,000.00
Bidding and Negotiations	\$0.00	\$5,000.00	\$5,000.00
Construction Administration	\$0.00	\$10,000.00	\$10,000.00
Subtotal	\$0.00	\$75,000.00	\$75,000.00
II. Construction			
Construction (new construction, rehabilitation, renovation)	\$436,225.00	\$239,984.26	\$676,209.26
Contingency (@ 5% of construction)	\$19,175.00	\$0.00	\$19,175.00
Independent Cost Estimate	\$0.00	\$0.00	\$0.00
Subtotal	\$455,400.00	\$239,984.26	\$695,384.26
III. HC Eng. Dept. Inspections			
A/E Administration and Inspection	\$11,505.00	\$0.00	\$11,505.00
Subtotal	\$11,505.00	\$0.00	\$11,505.00
Project Detail Total	\$466,905.00	\$314,984.26	\$781,889.26

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an 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 the _____ day of _____, 2021, 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	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 THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT
BEWEEN PINE VILLAGE UTILITY DISTRICT AND HARRIS COUNTY FOR THE LIFT
STATION NO. 2 IMPROVEMENTS PROJECT**

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
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	<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:

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 First Amendment to the Agreement by and between Harris County and Pine Village Public Utility District. Said First 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: The Community Services Department and its Director or her Designee are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purpose of this First Agreement Amendment.