



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

December 7, 2023

Commissioners Court
Harris County, Texas

RE: Job No. 220395

Members of Commissioners Court:

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

Description: Legal Aid and Eviction Services for the Harris County Community Services Department

Vendor: Lone Star Legal Aid
Neighborhood Defender Service, Inc.

Term: through December 31, 2024

Amount: See attached

Reviewed by: X Harris County Purchasing
 X Community Services Department

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

Sincerely,

DeWight Dopslauf
Purchasing Agent

GGZ
Attachments
cc: Vendors

FOR INCLUSION ON COMMISSIONERS COURT AGENDA DECEMBER 19, 2023



Vendor	Awarded Amount	Amendment Amount	Total Amount
Lone Star Legal Aid	\$2,600,000	\$2,000,000	\$4,600,000
Neighborhood Defender Service, Inc.	\$1,403,100	\$2,000,000	\$3,403,100

FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN HARRIS COUNTY AND LONE STAR LEGAL AID

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Subrecipient Agreement (“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, acting by and through the Harris County Community Services Department (the “Department”), and Lone Star Legal Aid (“Subrecipient”), a Texas non-profit corporation. The County and Subrecipient are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On March 14, 2023, the County entered into an Agreement (the “Agreement”) with Subrecipient to provide legal aid and eviction services by developing a coordinated eviction defense program for tenants facing eviction and seeking legal advice to reduce an increase in homelessness and housing instability in the County in response to the COVID-19 public health emergency under the County’s Housing Legal Services Initiative (“HLSI”) (the “Services”).

The County and Subrecipient now desire to amend the Agreement for the first time (the “First Amendment”) for the purpose of (a) adding additional funds to the Agreement to expand Services in all sixteen (16) Justice of the Peace Courts in the County and, therefore, (b) eliminating the priority/prioritized courts language in the Agreement.

Subrecipient 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 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 Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00), the County hereby amends the Agreement to certify as available Two Million and 00/100 Dollars (\$2,000,000.00) in additional funds, bringing the total amount of funds certified as available under the Agreement to Four Million Six Hundred Thousand and 00/100 Dollars (\$4,600,000.00). Subrecipient understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Subrecipient may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Subrecipient under this First Amendment, shall not under any conditions, circumstances, or

interpretations thereof exceed the sum of Two Million and 00/100 Dollars (\$2,000,000.00). Subrecipient understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Subrecipient may become entitled to under the Agreement shall be Four Million Six Hundred Thousand and 00/100 Dollars (\$4,600,000.00). 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, Subrecipient's sole and exclusive remedy shall be to terminate this First Amendment.

3) SERVICES EXPANSION

Subrecipient will use the additional funds to expand Services in all sixteen (16) Justice of the Peace Courts in the County. Notwithstanding any terms to the contrary contained in the Agreement or in this First Amendment, Subrecipient will provide eviction and appeal legal services to tenants based on Subrecipient's staff capacity. This capacity is directly related to and limited by the amount of Agreement funds available to Subrecipient for the remainder of the Agreement term.

4) PRIORITY COURTS

All references to priority/prioritized courts are hereby eliminated from the Agreement.

5) 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 Agreement, this First Amendment shall control.

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

6) 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.

[EXECUTION PAGE FOLLOWS]

LONE STAR LEGAL AID

HARRIS COUNTY

By 

Name: Paul E. Furrh, Jr.

Title: Chief Executive Officer

Date: 12/06/2023

By: _____

LINA HIDALGO

COUNTY JUDGE

Date: _____

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE

COUNTY ATTORNEY

By: Manasi Tahiliani

Manasi Tahiliani

Assistant County Attorney

C.A.O File No: 23GEN0274

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment to the Agreement

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 _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND LONE STAR LEGAL AID**

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:

	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 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 a First Amendment to the Subrecipient Agreement with Lone Star Legal Aid to add Two Million and 00/100 Dollars (\$2,000,000.00) to compensate Lone Star Legal Aid for additional services. The First Amendment is incorporated as though fully set forth herein 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.

FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN HARRIS COUNTY AND NEIGHBORHOOD DEFENDER SERVICE, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Subrecipient Agreement (“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, acting by and through the Harris County Community Services Department (the “Department”), and Neighborhood Defender Service, Inc. (“Subrecipient”), a non-profit corporation. The County and Subrecipient are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On March 14, 2023, the County entered into an Agreement (the “Agreement”) with Subrecipient to provide legal aid and eviction services by developing a coordinated eviction defense program for tenants facing eviction and seeking legal advice to reduce an increase in homelessness and housing instability in the County in response to the COVID-19 public health emergency under the County’s Housing Legal Services Initiative (“HLSI”) (the “Services”).

The County and Subrecipient now desire to amend the Agreement for the first time (the “First Amendment”) for the purpose of adding additional funds to the Agreement to expand Services to all sixteen (16) Justice of the Peace Courts in the County.

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 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 One Million Four Hundred Three Thousand One Hundred and 00/100 Dollars (\$1,403,100.00), the County hereby amends the Agreement to certify as available Two Million and 00/100 Dollars (\$2,000,000.00) in additional funds, bringing the total amount of funds certified as available under the Agreement to Three Million Four Hundred Three Thousand One Hundred and 00/100 Dollars (\$3,403,100.00). 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 Two Million and 00/100 Dollars

(\$2,000,000.00). 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 Agreement shall be Three Million Four Hundred Three Thousand One Hundred and 00/100 Dollars (\$3,403,100.00). 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 Agreement, this First Amendment shall control.


All other terms and provisions of the 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.

NEIGHBORHOOD DEFENDER SERVICE,
INC.

HARRIS COUNTY

By: 
Name: Rick Jones
Title: CEO
Date: November 27, 2023

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Manasi Tahiliani
Manasi Tahiliani
Assistant County Attorney
C.A.O File No: 23GEN0302

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment to the Agreement

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 _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND NEIGHBORHOOD DEFENDER
SERVICE, INC.**

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:

	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 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 a First Amendment to the Subrecipient Agreement with Neighborhood Defender Service, Inc. to add Two Million and 00/100 Dollars (\$2,000,000.00) to compensate Neighborhood Defender Service, Inc. for additional services. The First Amendment is incorporated as though fully set forth herein 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.