

FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND A CARING SAFE PLACE, INC. FOR CCHP 2.1 PROGRAM

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, acting by and through the Harris County Housing & Community Development (the “Department”) and A Caring Safe Place, Inc., (the “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 or about August 23, 2022, the County and Subrecipient entered into an Agreement (the “Master Agreement”) under which the Subrecipient agreed to provide rental payments as well as case management and supportive services. These services include assisting individuals in developing skills to access essential medical, behavioral health, employment, social, educational, and other services necessary to meet their basic needs (the “Services”).

The Parties now desire to amend said Master Agreement for the first time (the “First Amendment”) for purposes of adding funds in the amount of \$175,000.00 to the Master Agreement, thereby: 1) increasing the Limitation of Appropriation to \$1,978,288.00 in American Rescue Plan Act (“ARPA”) State and Local Fiscal Recovery Funds (“SLFRF”); 2) revising the Federal Award Identification Table (Exhibit C); and 3) updating the Budget (Exhibit F).

NOW, THEREFORE, the Parties hereby agree as follows:

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. LIMITATION OF APPROPRIATION

Having previously certified funds in the amount of One Million Eight Hundred Three Thousand Two Hundred Eighty-Eight and No/100 Dollars (\$1,803,288.00), the County hereby amends the Master Agreement to certify as available One Hundred Seventy Five Thousand and No/100 Dollars (\$175,000.00) in additional funds, bringing the total amount of funds certified as available under the Master Agreement to One Million Nine Hundred Seventy Eight Thousand Two Hundred Eighty-Eight and No/100 Dollars (\$1,978,288.00). 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 One Hundred Seventy Five Thousand and No/100 Dollars (\$175,000.00). 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 Master Agreement shall be One Million Nine Hundred Seventy-Eight Thousand Two Hundred Eighty-Eight and No/100 Dollars (\$1,978,288.00). 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. FEDERAL AWARD IDENTIFICATION TABLE – EXHIBIT C

The Federal Identification Award Table in Exhibit C of the Agreement is deleted in its entirety and replaced with the Federal Award Identification Table attached hereto as Exhibit C and incorporated herein by reference.

4. BUDGET – EXHIBIT F

The Budget in Exhibit F of the Agreement is deleted in its entirety and replaced with the Budget attached hereto as Exhibit F and incorporated herein by reference.

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 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.

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]

ATTEST:

Signed by: Stephanie Phill
By: Stephanie Phill
Name: Stephanie Phill
Title: Chief Operating Officer
Date Signed: 9/3/2024

A CARING SAFE PLACE, INC.

Signed by: Stanley Phill
By: Stanley Phill
Name: Stanley Phill
Title: Chief Executive Officer
Date Signed: 8/30/2024

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

DocuSigned by: Manasi Tahiliani 9/3/2024
By: Manasi Tahiliani
Manasi Tahiliani
Assistant County Attorney
CAO File No.: 24GEN2356

HARRIS COUNTY

By: _____
LINA HIDALGO
Harris County Judge
Date Signed: _____

EXHIBIT C

FEDERAL AWARD IDENTIFICATION

(follows behind)

1. Subrecipient Name A Caring Safe Place, Inc.
2. Subrecipient's Unique Entity Identifier JDEWCAY2AAJ8
3. Federal Award Identification Number SLFRFP1966
4. Federal Award Date MARCH 19, 2021
5. Subaward Period Of Performance, Start Date and End Date September 1, 2022 – December 31, 2024
6. Subaward Budget Period Start Date And End Date September 1, 2022 – December 31, 2024
7. Amount of Federal Funds Obligated to the Subrecipient by the County \$1,978,288.00
8. Total Amount of Federal Funds Obligated to Subrecipient by the County, Including the Current Obligation \$1,978,288.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the County \$1,978,288.00
10. Federal Award Project Description A Caring Safe Place, Inc. for CCHP 2.1 Program for the provision of rental payments, case management and supportive services.
11. Name of Federal Awarding Agency Department of the Treasury
 Name of Pass-Through Entity Harris County, Texas
 Contact Information for Pass-Through Entity Office of County Administration
 1001 Preston St., Ste. 500
 Houston, Texas 77002
12. Assistance Listing Number and Title 21.027; *Coronavirus State & Local Fiscal Recovery Funds (CSLFRF), Coronavirus State and Local Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF)*
13. Is the Award for Research & Development? No

14. Indirect Cost Rate

Refer to Section IV. Subrecipient's Subaward

EXHIBIT F, Budget to First Amendment to Agreement

A CARING SAFE PLACE, INC. FOR CCHP 2.1 PROGRAM

The Amended Budget covers Services beginning on September 1, 2024

Harris County CSD CCHP 2.1				Year 1 & 2 -September 1, 2022-December 31, 2024			
Activity 1	Rent/Case Management/Supportive Services	FTE	Monthly Salary	# of months	Harris County Annual Amount	Other Funding Leverage/Match	Total Costs
SALARIES, FRINGE BENEFITS & DIRECT DELIVERY COSTS							
	Admin				\$ 151,104.30		\$ 151,104.30
	Payroll and Personnel Expenses						
	Salary and Wages						
	Supervision	0.5	\$ 6,666.67	28	\$ 93,333.33		\$ 93,333.33
	Case Managers	1.485	\$ 5,000.00	28	\$ 207,900.00		\$ 207,900.00
	Navigators	1	\$ 5,000.00	28	\$ 140,000.00		\$ 140,000.00
	Support Staff	1.5	\$ 5,000.00	28	\$ 210,000.00		\$ 210,000.00
	Subtotal				\$ 651,233.33	\$ 0.00	\$ 651,233.33
	Fringe Benefits						
	FICA (7.65%)				\$ 49,819.35		\$ 49,819.35
	Worker's Compensation (not to exceed 5%)				\$ 3,278.76		\$ 3,278.76
	SUI				\$ 17,583.30		\$ 17,583.30
	Insurance (Medical, Dental, Life)				\$ 71,635.67		\$ 71,635.67
	401K,						\$ -
	Payroll Processing				\$ 16,025.80		\$ 16,025.80
	Subtotal				\$ 158,342.87	\$ -	\$ 158,342.87
	Costs Related to the Provision of Services						
	Space Costs				\$ -	\$ 14,000.00	\$ 14,000.00
	Utilities				\$ 11,050.00	\$ 5,600.00	\$ 16,650.00
	Telephone/Communications				\$ 210.92	\$ 5,600.00	\$ 5,810.92
	Postage Delivery				\$ -	\$ 700.00	\$ 700.00
	Office Expenses				\$ 7,200.00	\$ 2,250.00	\$ 9,450.00
	Local Travel .625 per mile				\$ 12,579.56	\$ -	\$ 12,579.56
	Equipment and Furniture (Laptops)				\$ 1,160.00	\$ -	\$ 1,160.00
	Supplies and Materials				\$ 3,820.00	\$ 5,600.00	\$ 9,420.00
	Other: Audit & Tax Services				\$ -	\$ 8,400.00	\$ 8,400.00
	Other: Software and Digital Svcs.				\$ -	\$ 2,800.00	\$ 2,800.00
	Other: Telehealth Platform				\$ -	\$ 2,800.00	\$ 2,800.00
	Other: Educational Materials				\$ -	\$ 3,000.00	\$ 3,000.00
	Other: Payments Processing				\$ 20,900.67		\$ 20,900.67
	Subtotal				\$ 56,921.15	\$ 50,750.00	\$ 107,671.15
Activity 2	Rental Assistance Expen	FMR					
				Units			
			0-BR	\$ 944	0	\$ -	\$ -
			1-BR	\$ 1,014	28	\$ 707,874.12	\$ 707,874.12
			2-BR	\$ 1,208	10	\$ 252,812.18	\$ 252,812.18
			3-BR	\$ 1,603		\$ -	\$ -
			4-BR	\$ 2,058		\$ -	\$ -
	Subtotal					\$ 960,686.30	\$ 960,686.30
						\$ 1,978,288	\$ 50,750.00
							\$ 2,029,037.96

ORDER OF COMMISSIONERS COURT

Authorizing execution of an amendment to an 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 A CARING SAFE PLACE, INC. FOR CCHP 2.1 PROGRAM

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:

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 Master Agreement by and between Harris County and A Caring Safe Place, Inc. to add One Hundred Seventy Five Thousand and No/100 Dollars (\$175,000.00) in additional ARPA SLFRF funds to compensate A Caring Safe Place for the continued provision of rental assistance, to update the Federal Award Identification Table (Exhibit C), and the Budget (Exhibit F) of the Master Agreement. The total ARPA SLFRF funds are now One Million Nine Hundred Seventy-Eight Thousand Two Hundred Eighty-Eight and No/100 Dollars (\$1,978,288.00). The First Amendment to the Master 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 Harris County Housing & Community Development and its Director or her Designee are authorized to take such action and execute such other documents as they deem necessary or convenient to carry out the purposes of this First Amendment.