

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
TEMENOS COMMUNITY DEVELOPMENT CORPORATION FOR TEMENOS
SCATTERED SITE**

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 Temenos Community Development Corporation (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 the Master Agreement for the first time (the “First Amendment”) for purposes of: 1) reducing the project funds by \$856,825.00, which will adjust the Limitation of Appropriation to \$1,071,746.00 in American Rescue Plan Act (“ARPA”) State and Local Fiscal Recovery Funds (“SLFRF”); 2) updating the Federal Identification Award 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 Nine Hundred Twenty-Eight Thousand Five Hundred Seventy-One and No/100 Dollars (\$1,928,571.00), the County hereby amends the Master Agreement to reduce a total of Eight Hundred Fifty-Six Thousand Eight Hundred Twenty-Five and No/100 Dollars (\$856,825.00) in funds, bringing the total amount of funds certified as available under the Master Agreement to One Million Seventy One Thousand Seven Hundred Forty Six and No/100 Dollars (\$1,071,746.00). 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, is being reduced by Eight Hundred Fifty-Six Thousand Eight Hundred Twenty-Five and No/100 Dollars (\$856,825.00). 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 Seventy-One Thousand Seven Hundred Forty-Six and No/100 Dollars (\$1,071,746.00). 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:
By: Madelyn Wages
Name: Madelyn Wages
Title: Director of operations
Date Signed: 9/4/2024

**TEMENOS COMMUNITY
DEVELOPMENT CORPORATION**

Signed by:
By: Sandra Robicheaux
Name: Sandra Robicheaux
Title: Executive Director
Date Signed: 9/4/2024

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

DocuSigned by:
By: Manasi Tahiliani 9/4/2024
Name: Manasi Tahiliani
Assistant County Attorney
CAO File No.: 24GEN2355

HARRIS COUNTY

By: _____
LINA HIDALGO
Harris County Judge

Date Signed: _____

EXHIBIT C

FEDERAL AWARD IDENTIFICATION

(follows behind)

1. Subrecipient Name Temenos Community Development Corporation
2. Subrecipient’s Unique Entity Identifier W2BCT19DBYR6
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 \$1,071,746.00
8. Total Amount of Federal Funds Obligated to Subrecipient by the County, Including the Current Obligation \$1,071,746.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the County \$1,071,746.00
10. Federal Award Project Description Temenos Community Development Corporation for Temenos Scattered Site 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 & No

Development?

14. Indirect Cost Rate

Refer to Section IV. Subrecipient's Subaward

EXHIBIT F, Budget to First Amendment to Agreement
TEMENOS COMMUNITY DEVELOPMENT CORPORATION FOR TEMENOS
SCATTERED SITE

The Amended Budget covers Services beginning on September 1, 2024

Harris County HCD CCHP 2.1		Project Term: September 1, 2022 - December 31, 2024				
Activity 1	Case Management/Supportive Services	FTE	Monthly Salary	# of months	Harris County	Other Funding
					Annual Amount	Leverage/Match
SALARIES, FRINGE BENEFITS & DIRECT DELIVERY COSTS						
	Payroll and Personnel Expenses					
	Salary and Wages					
	Supervision	0.35	\$6,000	28	\$ 58,800.00	
	Case Managers	2.5	4200	28	\$ 294,000.00	
	Navigators			6	\$ -	
	Support Staff	0.5	4583	28	\$ 64,162.00	
	Subtotal				\$ 416,962.00	\$0.00
	Fringe Benefits					
	FICA (7.65%)				\$ 31,897.59	
	Worker's Compensation (not to exceed 5%)				\$ 416.96	
	SUI					
	Insurance (Medical, Dental, Life)		300	28	\$ 6,500.00	
	401K,					
	Payroll Processing		400	28	\$ 4,800.00	
	Subtotal				\$ 43,614.56	\$ -
	Costs Related to the Provision of Services					
	Space Costs			28	\$15,000	
	Utilities					
	Telephone/Communications			28	\$ 11,175.00	
	Postage Delivery					
	Office Expenses			28	\$ 260.00	
	Local Travel .625 per mile			12	\$ 9,920.00	
	Equipment and Furniture (Laptops)			1	\$ 8,348.00	
	Supplies and Materials					
	Other: Audit & Tax Services			2.5	\$ 4,918.44	
	Other: Client Food			28	\$ 14,000.00	
	Other: Client Transportation			28	\$ 11,650.00	
	Other: Hoard Mitigation			28	\$ 1,500.00	
	Other:					
	Subtotal				\$ 76,771.44	\$ -
Activity 2	Rental Assistance Expenditures					
	FMR					
				Units		
		0-BR	\$ 944	3	\$ 79,296.00	
		1-BR	1,014	14	\$ 397,488.00	
		2-BR	1,208	1	\$ 33,824.00	
		3-BR	1,603	1	\$ 23,790.00	
		4-BR	2,058		\$ -	
	Subtotal				\$ 534,398.00	
					\$ 1,071,746.00	
Activity 3	Utility Assistance					
				# of Households	\$ per Household	Total
	Grand Total			\$ 1,071,746.00		

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 TEMENOS COMMUNITY DEVELOPMENT CORPORATON FOR TEMENOS SCATTERED SITE

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 Temenos Community Development Corporation to reduce the funding in ARPA SLFRF funds by Eight Hundred Fifty-Six Thousand Eight Hundred Twenty-Five and No/100 Dollars (\$856,825.00) to align with Temenos Community Development Corporation's project expenditures, to update the Federal Award Identification Table (Exhibit C), and the Budget (Exhibit F) of the Master Agreement. The total ARPA SLFRF project allocation will now be One Million Seventy-One Thousand Seven Hundred Forty-Six and No/100 Dollars (\$1,071,746.00). 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.