



HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.
Executive Director

8410 Lantern Point Drive
Houston, Texas 77054

FIFTH AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY AND HCHA REDEVELOPMENT AUTHORITY, INC. FOR THE HOLLOWS PROJECT

This Fifth Amendment is made and entered into by and between Harris County (the "Grantee"), HCHA Redevelopment Authority, Inc. (the "Subrecipient and Maker"). The Grantee and Subrecipient and Maker are known individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, HARRIS COUNTY, a body politic and corporate under the laws of the State of Texas, herein called "Grantee," and HCHA REDEVELOPMENT AUTHORITY, INC. herein called "Subrecipient" and "Maker," entered into an Agreement on April 28, 2020 to a Community Development Block Grant (CDBG-DR) Disaster Recovery Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project included construction of The Hollows Project for the purpose of providing affordable housing to income-eligible families; and

WHEREAS, on October 13, 2020, Commissioners Court approved a First Amendment that amended the Agreement as follows: (i) amend the Project Budget and funding sources associated with the acquisition and construction by decreasing the Construction budget line item in the amount of \$124,544 and reallocate it to the Acquisition line item. The total amount of Round 1 CDBG-DR funds remains at \$11,120,000.00, and the total amount of funding for this project is \$37,811,161; and

WHEREAS, on August 10, 2021, Commissioners Court approved a Second Amendment that amended the Agreement as follows: (i) amend said Agreement to Round 1 CDBG-DR funds "Exhibit D, Budget" by decreasing the Off-Site budget line item in the amount of \$1,523,810 and reallocating it to the Construction budget line item. The total amount of Round 1 CDBG-DR funds remains at \$11,120,000.00, and the total amount of funding for this project is \$37,811,161, which includes leveraged funds; and

WHEREAS, on January 4, 2022, Commissioners Court approved a Third Amendment that amended the Agreement to decrease the (i) Construction Management Fee line-item budget by \$88,400 and (ii) decrease the CSD Management and HCED Inspections line-item budget by \$272,528, with such reductions, resulting in a corresponding decrease to the total CDBG-DR FY17 funds to be provided by Grantee by \$360,928.00 and a total amount of funding for this project to \$37,450,233.00; and

WHEREAS, on April 5, 2022, Commissioner's Court approved a Fourth Amendment: (i) to extend the 18-month construction completion requirement such that the adjusted construction completion date is September 14, 2022 (due to unexpected utility infrastructure delays prior to closing and

supply chain delays resulting from the COVID-19 pandemic); (ii) to decrease the Sitework Budget line item by \$270,125 and increase the Direct Construction budget line-item by \$270,125; and (iii) revise the leveraged funds, resulting in an increase in total leveraged funds to \$28,067,047; (iv) the total CDBG-DR funds remain at \$10,759,072.00; and (v) the modifications listed above resulting in the correlated total amount of funding for this project increasing to \$38,826,119.00.

WHEREAS, the Parties now desire to amend said Agreement to (i) increase the CSD Management and Oversight and HCED Inspections line-item to the original budgeted amount of \$523,810, (ii) increase to the total CDBG-DR FY17 funds by \$272,528.00 to \$11,031,600; and (iii) increase a total amount of funding for this project to \$39,098,647.00.

NOW THEREFORE, the County and the Subrecipient and Maker do mutually agree as follows:

TERMS

I.

EXHIBIT D, "BUDGET" of the Master Agreement is replaced entirely with the Exhibit D "Budget" attached hereto and shall be known as "Exhibit D" to the First Amendment to Agreement. To the extent the sums reflected on Exhibit D are included or reflected in additional documents accompanying the Master Agreement (Loan Note, Deed of Trust, Intercreditor, Subordination and Funding Agreement, etc.), both Parties agree that such sums in those documents are, to the maximum extent possible, also modified by the application of this replacement Budget.

II.

The Parties hereby agree that the following is hereby added to Section II(C)(6):

Construction Management Fee: If Exhibit D contains a line item for "Construction Management Fee" or "Construction Management" or the like reflecting a payment obligation of Grantee, Grantee will pay such sum in monthly installments based upon invoices, timesheets, paystubs and supporting documentation provided by Partnership certifying the number of hours worked by General Contractor, Partnership, or other qualified party authorized by the Partnership multiplied by the hourly rate of a commercially reasonable market labor rate agreed upon by the Parties in advance. Notwithstanding anything in the above, in no event will the sum of all monthly reimbursements for Construction Management fee exceed the total amount allocated for such pursuant to Exhibit "D".

III.

In the event of any conflict between this Fifth Amendment to Agreement and the original Agreement, the terms of this Fifth Amendment shall govern. All other conditions between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to Agreement this
_____ day of _____, 20__.

HCHA REDEVELOPMENT AUTHORITY, INC.,
a Texas public facility corporation

By: _____


Horace Allison,
Secretary

7.2.22

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE
County Attorney

HARRIS COUNTY

By: Randy Keenan
RANDY KEENAN
Assistant County Attorney
CA File ID: 22GEN1720

By: _____
LINA HIDALGO
Harris County Judge

EXHIBIT D
BUDGET
HCHA Redevelopment Authority, Inc.
The Hollows Project
Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by Lender under this Agreement shall not exceed ELEVEN MILLION THIRTY-ONE THOUSAND SIX HUNDRED DOLLARS AND 00/100 (\$11,031,600.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Description	Harris County CDBG-DR Funds	CDBG-DR Leverage	TOTAL
Acquisition	\$ 1,866,944	\$ -	\$ 1,866,944
Off-Site	\$ -	\$ -	\$ 0
Site Work	\$ 1,731,121	\$ -	\$ 1,731,121
Direct Construction/Rehab	\$ 6,878,125	\$ 13,550,597	\$ 20,428,722
Other Construction	\$ -	\$ 3,102,376	\$ 3,102,376
General Soft Costs	\$ -	\$ 2,346,872	\$ 2,346,872
Construction Financing	\$ -	\$ 2,150,022	\$ 2,150,022
Permanent Loan Financing	\$ -	\$ 1,182,500	\$ 1,182,500
Syndication	\$ -	\$ 412,954	\$ 412,954
Reserves	\$ -	\$ 913,004	\$ 913,004
Developer Fees	\$ -	\$ 4,408,722	\$ 4,408,722
Subtotal	\$ 10,476,190	\$ 28,067,047	\$ 38,543,237
CSD Management and Oversight and HCED Inspections	\$ 523,810		\$ 523,810
Construction Manager (Fixed \$120,000)	\$ 31,600		\$ 31,600
Subtotal	\$ 11,031,600	\$ 28,067,047	\$ 39,098,647
SOURCES (PERMANENT)		AMOUNT	
Harris County CSD CDBG-DR		\$11,031,600	
Citibank, N.A.		\$17,075,000	
Hunt Capital Partners		\$9,887,959	
In-Kind Equity/Deferred Developer Fee		\$1,104,088	
Total Sources		\$39,098,647	
Total Uses		\$39,098,647	

ORDER OF COMMISSIONERS COURT

Authorizing Amendment to Loan 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 _____, 2022 with the following members present except _____.

A quorum was present when, among other business, the following was transacted:

ORDER AUTHORIZING FIFTH AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY AND HCHA REDEVELOPMENT AUTHORITY, INC. FOR THE HOLLOWS 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 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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:

- Section 1.** The Harris County Judge is authorized to execute the Fifth Amendment to the Loan Agreement Between Harris County and HCHA Redevelopment Authority, Inc. for The Hollows Project. This amendment to (i) increase the CSD Management and Oversight and HCED Inspections line-item to the original budgeted amount of \$523,810, (ii) increase to the total CDBG-DR FY17 funds by \$272,528.00 to \$11,031,600; and (iii) increase a total amount of funding for this project to \$39,098,647.00. The Fifth Amendment is attached hereto and made a part hereof for all purposes as though fully set out in this Order word for word.
- Section 2.** HCCSD and its Executive Director, or his/her designee, are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purposes of this order.