

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
ALLIANCE FOR MULTICULTURAL COMMUNITY SERVICES (AMCS)**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment to the Agreement is made 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 Budget Management Department (the “Department”), and the Alliance for Multicultural Community Services (AMCS) (the “Contractor”). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

On March 8 2022, Commissioners Court approved the Agreement with Contractor (“Master Agreement”), pursuant to Section 81.027 of the Texas Local Government Code, and §501 of the Consolidated Appropriations Act, 2021 (Pub. Law 116-260) (the “Act”), for the administration of the 2021 Emergency Rental Assistance Program for the Department (the “Services”). Later, on May 24, 2022, Commissioners Court approved the First Amendment to the Master Agreement.

The Parties now desire to extend the Agreement Term through December 29, 2022 and increase the Contractor’s Fee (the “Second Amendment”).

Terms

I.

This Second Amendment shall be governed by the Master Agreement, as amended, which is incorporated herein by reference as if set forth word for word.

II.

Section 4.A is hereby modified to read as follows:

“A. Subject to the Limitation of Appropriation, the County agrees to pay Contractor a Fee comprised of: (i) a monthly fee equal to eight percent (8%) of the amount disbursed to eligible households each month for a not-to-exceed cumulative maximum amount of \$136,000 and (ii) \$71,758.00 for the Extended Services (as defined herein) (collectively known as the “Fee”). This Fee is in addition to the Program Fund and incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.”

III.

Section 6.A of the Master Agreement is hereby modified to read as follows:

- “A. Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services, included the Extended Services, performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of \$207,758.00. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County’s liability under the terms and provisions of this Agreement is limited to this sum.”

IV.

A new Section IV(B) is added to Section IV of Exhibit A which provides as follows:

- B. Contractor will continue to perform Case Management Services from October 1, 2022 through the Term expiration of December 29, 2022, with such Services being referred to as the “Extended Services”).

V.

Exhibit C to the Master Agreement is hereby deleted and replaced with Exhibit “C-1” attached hereto and made a part hereof for all purposes. All references in the Master Agreement, as amended, will be deemed to be referencing this Exhibit “C-1”.

VI.

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

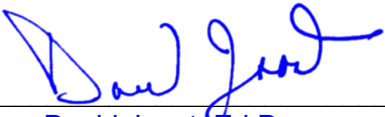
VII.

EXECUTION

Multiple Counterparts: This Second 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 Second Amendment.

Signatures Follow on Next Page

ALLIANCE FOR MULTICULTURAL
COMMUNITY SERVICES (AMCS)

By: 
Name: David Joost, Ed.D.
Date: 09/08/2022

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

By: Manasi Tahiliani
Manasi Tahiliani, Assistant County Attorney,
on behalf of Randy Keenan
C.A. File: 22GEN3374

EXHIBIT C-1

FEDERAL AWARD IDENTIFICATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): The Alliance for Multicultural Community Services
- Subrecipient's unique entity identifier (UIE): VKHRRMJ4A264
- Federal Award Identification Number (FAIN): ERA0203
- Catalog of Federal Domestic Assistance (CFDA): 21.023
- Federal Award Date: January 20, 2021
- Subaward Period of Performance Start and End Date: March 8, 2022 through December 29, 2022
- Amount of Federal Funds Obligated by this Agreement: \$1,907,758.00
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: \$1,907,758.00
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: \$1,907,758.00
- Federal Award Program Description: Harris County has received funds pursuant to the CAA. The CAA established the Emergency Rental Assistance Program and Harris County received an allocation of funds from the CAA under Section 501 of the Consolidated Appropriations Act 2021 (Pub. Law 116-260). Harris County has elected to distribute such funding to eligible subrecipients.
- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Harris County Budget Management Department, Attn: Janet Gonzalez, 1001 Preston, Suite 500, Houston, TX 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable

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 _____, 2022 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AMENDMENT TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND ALLIANCE FOR MULTICULTURAL
COMMUNITY SERVICES**

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. 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 adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Amendment to the Agreement between Harris County and the Alliance for Multicultural Community Services (AMCS) for the purpose of extending the Agreement Term and increasing the Contractor's Fee, said Amendment being 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 purposes of this order.