

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN HARRIS  
COUNTY AND THE HARRIS CENTER FOR MENTAL HEALTH AND IDD**

THE STATE OF TEXAS                   §

§

COUNTY OF HARRIS                   §

This First Amendment is made and entered into by and between Harris County, (“Grantee”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Community Services Department (“Department”) and The Harris Center for Mental Health and IDD, (the “Subrecipient”), a Community Center and an Agency of the State of Texas, under the provisions of Chapter 534 of the Texas Health and Safety Code Ann. The Grantee and Subrecipient are referred to herein collectively as the “Parties” and Individually as a “Party”.

***Recitals***

On or about March 8, 2022, the Parties entered into an Interlocal Agreement for Services (herein after referred to as the “Interlocal Agreement”) under which the Subrecipient would provide certain services generally described as providing Community-wide COVID-19 Housing Program (CCHP) residential rehabilitation services. The services include but are not limited to, proving mental health screenings and treatment, Social Security Disability application assistance, substance abuse treatment, employment services, transportation and comprehensive case management to eligible homeless persons assisted through the CCHP utilizing \$1,716,012.00 in PY2020 Community Development Block Grant CARES Act Round 3 (CDBG-CV3) funds; and

The Parties now desire to amend the Interlocal Agreement for the first time in order to revise: 1.) Section III. Term, to extend the end date from September 30, 2022 to September 30, 2023; and 2.) Exhibit A, Scope of Services, to revise the activity costs; and 3.) Exhibit B, Budget, to revise the budget to correctly distribute the CDBG CV1 and CDBG CV3 funds. The total project allocation remains at \$1,716,012.00.

***Terms***

**I.**

Section III. TERM” is replaced entirely to read as follows:

**III. TERM**

The Harris Center entered into a prior Agreement for services to provide comprehensive residential rehabilitation services to eligible homeless persons, and the prior Agreement expired on February 28, 2022; and

The Harris Center has continued to provide comprehensive residential rehabilitation services from March 1, 2022 through March 7, 2022. Harris County desires that the Harris Center be reimbursed for services from March 1, 2022 – March 7, 2022; and

The term of this agreement shall begin March 1, 2022 and end on September 30, 2023 unless sooner terminated by the County.

**II.**

“Exhibit A, Scope of Services to Interlocal Agreement” is replaced entirely. The amended Scope of Services is attached hereto and shall be known as “Exhibit A, Scope of Services to First Amendment to Interlocal Agreement.”

**III.**

“Exhibit B, Budget to Interlocal Agreement” is replaced entirely. The amended Budget is attached hereto and shall be known as “Exhibit B, Budget to First Amendment to Interlocal Agreement.”

**IV.**

All other conditions between the parties shall remain in full force and effect as originally written and subsequently amended.

**V.**

**EXCECUTION**

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. Parties warrant that the undersigned is a duly authorized representative with te power to execute this First Amendment.

**[EXECUTION PAGE TO FOLLOW]**

ATTEST:

**THE HARRIS CENTER FOR MENTAL  
HEALTH AND IDD**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVED AS TO FORM:

Christian D. Menefee  
Harris County Attorney

**HARRIS COUNTY**

By: Tiffany Bangs  
TIFFANY BANGS  
Assistant County Attorney  
CAO File No.:22GEN3541

By: \_\_\_\_\_  
LINA HIDALGO  
Harris County Judge

Date Signed: \_\_\_\_\_

## **Exhibit A, Scope of Services to First Amendment to Interlocal Agreement**

### **THE HARRIS CENTER FOR MENTAL HEALTH AND IDD FOR CCHP-HARRIS CENTER @ DENNIS STREET (COVID-19)**

#### **I. Application**

This project is an expansion of the 2020 COVID CARES Housing Plan Request for Expression of Interest from Qualified Agencies. The Coalition for the Homeless oversees the Community COVID Housing Program (CCHP) and recommended the project and existing subrecipients to utilize the remaining funding committed to CCHP. The Scope of Services provide housing options or enhanced services in response to COVID. The CCHP is a special, strategic endeavor designed to protect people experiencing homelessness who are particularly vulnerable to the spread of the virus and are at high-risk for experiencing severe symptoms.

On March 27, 2020, the President signed the Coronavirus Aid, Relief, & Economic Security (CARES) Act to help communities respond to the COVID-19 pandemic. CARES included funding to add capacity to the U.S. Department of Housing & Urban Development (HUD)'s Emergency Solutions & Community Development Block Grants. The Coalition for the Homeless (CFTH), as lead agency to The Way Home CoC, has recommended the rapid expansion of housing to individuals experiencing homelessness. This Community-wide COVID-19 Housing Program (CCHP) will do this in several ways, including rapid re-housing rental assistance, case management services, income support services, and residential rehabilitation services in an effort to protect people experiencing homelessness – who are particularly vulnerable to the spread of the virus.

#### **II. Principal Task**

The Subrecipient shall be responsible for providing CCHP Residential rehabilitation services by providing mental health screenings and treatment, Social Security Disability application assistance, substance abuse treatment, employment services, transportation and comprehensive case management to 24 unduplicated eligible homeless persons assisted through the CCHP utilizing PY20 CDBG-CV Round 3 funds during the term of this Interlocal Agreement. The services will be administered from 9401 Southwest Freeway, Houston, Texas 77074.

The Subrecipient shall provide services to individuals and families who meet the definition of “homeless” per 24 CFR 576.2 (1), (2), (3) or (4).

The Subrecipient shall administer all activities in the provision of the referenced eligible activity in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. The Subrecipient further agrees to ensure activities are in compliance with the local Written Standards, as amended, and The Way Home Community-wide COVID-19 Housing Program Policies and Procedures.

The Subrecipient shall ensure that personnel providing services under this Interlocal Agreement have all licenses required by law and/or are qualified to perform the services required under this Interlocal Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that HCCSD shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Interlocal Agreement.

The Subrecipient shall administer all activities in the provision of the aforementioned services in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

### **III. Activities**

The Subrecipient shall be responsible for the delivery of the following activities in connection with the provision of the above-noted public services. Services must include:

<i>Activity</i>	<i>Service Definition</i>	<i>Maximum Total Cost Per Activity</i>	<i>Total Project Cost</i>	<i>Total No. of Persons per Project</i>
CCHP – Residential Rehabilitation Treatment Services (COVID -19)	The Harris Center will provide residential rehabilitation treatment services to homeless persons who are being assisted through the Community-wide COVID-19 Housing Program (CCHP)	\$888,377.42	\$1,716,012.00	24 unduplicated Persons
	The Harris Center will provide care coordination services to homeless persons who are being assisted through the Community-wide COVID-19 Housing Program (CCHP)	\$827,634.58		

By September 30, 2023, the Subrecipient shall provide CCHP Housing Stability Income Support services to a minimum of **24** new unduplicated eligible homeless persons receiving assistance through the CCHP. Services will include mental health screenings and treatment, Social Security Disability application assistance, substance abuse treatment, employment services, transportation and comprehensive case management.

The Subrecipient must document demographic information, including race, ethnicity, sex, and homelessness status for all program participants. The Subrecipient shall collect homelessness documentation prior to providing CDBG/ESG services.

In addition to the normal administrative services required as part of this Interlocal Agreement, the Subrecipient shall document progress using reporting requirements specified in Section VIII (B) (1), (2), (3), (4), and (5) of this Interlocal Agreement.

The Scope of Services to be provided by the Subrecipient may be amended to include other activities authorized under federal law that are approved in writing by the Grantee and within the same general type of services described herein

V. Notice

Grantee

Adrienne Holloway, Ph.D.  
Executive Director  
Harris County Community Services  
Department  
8410 Lantern Point Drive  
Houston, Texas 77054

Subrecipient

Mr. Wayne Young, Chief Executive  
Officer  
The Harris Center for Mental Health  
and IDD  
9401 Southwest Freeway  
Houston, Texas 77074

## Exhibit B, Budget to First Amendment to Interlocal Agreement

### THE HARRIS CENTER FOR MENTAL HEALTH AND IDD FOR CCHP-HARRIS CENTER @ DENNIS STREET (COVID-19)

#### Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Interlocal Agreement shall not exceed ONE MILLION SEVEN HUNDRED SIXTEEN THOUSAND TWELVE DOLLARS and 00/100 (\$1,716,012.00) as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Combined Activity Budget			
Service Activity # 1			
Activity:	Residential Treatment		
Unit Description:			
Unit Calculation:	37,015.73		
Number of Units to be Provided:	24		
Expense Category	CDBG CV1	CDBG CV3	TOTAL BUDGET
Personnel	\$ 142,424.64	\$ 410,411.26	\$ 552,835.90
Professional Fees/Contract Services	\$ 31,380.00	\$ 92,734.35	\$ 124,114.35
Travel	\$ 161.48	\$ 572.52	\$ 734.00
Lease Space	\$ 6,492.00	\$ 858.00	\$ 7,350.00
Consumables and Supplies	\$ 4,488.16	\$ 95,773.43	\$ 100,261.59
Rent, Lease Equipment	\$ -	\$ -	\$ -
Other (audit, insurance, office content, etc.)	\$ 22,492.14	\$ 80,589.86	\$ 103,082.00
<b>Total Activity Cost:</b>	<b>\$ 207,438.42</b>	<b>\$ 680,939.00</b>	<b>\$ 888,377.42</b>

  

Combined Activity Budget			
Service Activity # 2 Care Coordination			
Activity:	Care Coordination		
Unit Description:			
Unit Calculation:	34,484.77		
Number of Units to be Provided:	24		
Expense Category	CDBG CV1	CDBG CV3	TOTAL BUDGET
Personnel	\$ 130,506.88	\$ 469,003.05	\$ 599,509.93
Professional Fees/Contract Services	\$ -	\$ -	\$ -
Travel	\$ 69.08	\$ 244.92	\$ 314.00
Lease Space	\$ 24,640.00	\$ 87,360.00	\$ 112,000.00
Consumables and Supplies	\$ 1,210.00	\$ 4,290.00	\$ 5,500.00
Rent, Lease Equipment	\$ -	\$ 1,000.00	\$ 1,000.00
Other (audit, insurance, office content, etc.)	\$ 7,480.62	\$ 101,830.03	\$ 109,310.65
<b>Total Activity Cost:</b>	<b>\$ 163,906.58</b>	<b>\$ 663,728.00</b>	<b>\$ 827,634.58</b>

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Mental Health Non-Personnel Detail				
			1	
			Residential Treatment	
Expense Description	CDBG CV1 Funds	CDBG CV3 Funds	Equation for calculation of funds requested	TOTAL
<b>Other Costs</b>				
<b>Professional Fees/Contract Services</b>				
Security Services	31,380.00	92,734.35	24/7 onsite security guard for the safety of consumers and staff at a rate of \$7845/month for 20 months = \$156,900 split by funding allocation	\$ 124,114.35
				\$ -
				\$ -
<i>Professional Fees/Contract Svcs Subtotal</i>	<b>\$ 31,380.00</b>	<b>\$ 92,734.35</b>		<b>\$ 124,114.35</b>
<b>Travel &amp; Training</b>				
Type of Training				\$ -
				\$ -
Type of Travel (non-mileage)				
Parking and Tolls	110.00	390.00	\$5 parking fee x 5 fees/mo x 20 months = \$500.00 split by funding allocation	\$ 500.00
				\$ -
<b>Mileage:</b>				
Staff Local Travel	51.48	182.52	20 mi./mo. x 20 mos. x .585 cents/mi. = \$234 split by funding allocation	\$ 234.00
<i>Travel &amp; Training Subtotal</i>	<b>\$ 161.48</b>	<b>\$ 572.52</b>		<b>\$ 734.00</b>
<b>Space Costs (provide location)</b>				
Rent: ___ sq. ft. x \$___/ft./year				\$ -
				\$ -
				\$ -
<b>Utilities: \$___ / month x ___ months</b>				
Electricity	1,500.00	-	\$300 per month for 5 months for electricity usage = \$3,300 split by funding allocation.	\$ 1,500.00
Water	4,750.00	-	\$950.00 per month for 5 months for water = \$10,450 split by funding allocation	\$ 4,750.00
Telephone				\$ -
Other Utilities	242.00	858.00	Other utilities located for the building dedicated to the program estimated at a combined total of \$100 per month for 11 months = \$1,100 split by funding allocation.	\$ 1,100.00
Facility Maintenance & Repair				\$ -
<i>Space Costs Subtotal</i>	<b>\$ 6,492.00</b>	<b>\$ 858.00</b>		<b>\$ 7,350.00</b>
<b>Consumable Supplies</b>				
Food - Client Related	2,891.96	74,643.63	Approx. \$3,876.77 per month for 20 months for various food items including but not limited to snacks and drinks as well as food supplies such as utensils, plates, etc. for basic nutritional need = \$77,535.59 split by funding allocation.	\$ 77,535.59
Office Supplies	596.20	2,113.80	Misc office supplies including but not limited to pens, paper, notepads, etc. projected at \$135.50 per month for 20 months = \$2,710 split by funding allocation.	\$ 2,710.00
Client Related Supplies	1,000.00	19,016.00	Avg. projected spend rate at \$1,000 per month for 20 months to include but not limited to hygiene, clothing attire and basic living needs = \$20,016 split by funding allocation.	\$ 20,016.00
<i>Consumable Supplies Subtotal</i>	<b>\$ 4,488.16</b>	<b>\$ 95,773.43</b>		<b>\$ 100,261.59</b>
<b>Rent, Lease of Equipment and Furniture</b>				
Copiers				\$ -
Office furniture	-	-	Office furniture including but not limited to desks, chairs, tables or other office related furniture for activity use projected at \$2,200 per program cycle split by funding allocation.	\$ -
				\$ -
<i>Rent, Lease Furniture Subtotal</i>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
<b>Other (specify)</b>				
Overtime				\$ -
Emergency preparedness			One time purchase of generator and propane tanks for emergency preparedness (i.e. hurricanes, storms) in the estimated amount of \$1,200 (split based on funding allocation)	\$ -
Uniforms	-	845.00	Staff polos and uniform items estimated at \$45 twice a program cycle.	\$ 845.00
Vehicles	2,206.60	7,823.40	\$1K estimation for vehicle repair/maint annually, plus vehicle gasoline at \$250 per month and vehicle lease of \$550/mo for 20 months at 59% FTE allocation = \$10,030 split by funding allocation	\$ 10,030.00
Recreation	55.00	195.00	Purchase of games and recreational items such as chess, art supplies, basketballs, etc at an estimation of \$250 per program cycle split by funding allocation.	\$ 250.00
Insurance	599.36	2,125.02	Calculated at a rate of approx. 0.05% of base salaries = \$2724.38 split by funding allocation	\$ 2,724.38
Indirect	19,631.18	69,601.45	Calculated at a rate of 10% of the total award, allocated by the direct program component costs. (approx. 52%)	\$ 89,232.62
<i>Other Costs Subtotal</i>	<b>\$ 22,492.14</b>	<b>\$ 80,589.86</b>		<b>\$ 103,082.00</b>
<b>Mental Health Non-Personnel Detail Total</b>	<b>\$ 65,013.78</b>	<b>\$ 270,528.16</b>		<b>\$ 335,541.94</b>

Mental Health Non-Personnel Detail				
			2	
			Care Coordination	
Expense Description	CDBG CV1 Funds	CDBG CV3 Funds	Equation for calculation of funds requested	TOTAL
<b>Other Costs</b>				
<b>Professional Fees/Contract Services</b>				
Contracts - Document Destruction				\$ -
				\$ -
				\$ -
<i>Professional Fees/Contract Svcs Subtotal</i>	\$ -	\$ -		\$ -
<b>Travel &amp; Training</b>				
<b>Type of Training</b>				
				\$ -
				\$ -
<b>Type of Travel (non-mileage)</b>				
Parking and Tolls	17.60	62.40	\$5 parking fee x 1 fees/mo x 16 months = \$80 split by funding allocation.	\$ 80.00
				\$ -
<b>Mileage:</b>				
Staff Local Travel	51.48	182.52	25 mi./mo. x 16 mos. x .585 cents/mi. = \$234 split by funding allocation.	\$ 234.00
<i>Travel &amp; Training Subtotal</i>	\$ 69.08	\$ 244.92		\$ 314.00
<b>Space Costs (provide location)</b>				
			Facility Use Fee for 1215 Dennis Street, program location to include but limited to pest control, landscape, janitorial, waste and general maintenance and repairs. Also, the front desk area needs to be revamped/enlarged to ensure maximum space for staff to provide care coordination in a private setting; combined estimates were at approx. \$144k., requesting reimbursement of approx. \$5,396.60 per month for 20 months = \$107,920 split by funding allocation.	
Rent: 10,000 sq. ft. x \$18.88 /ft./year	23,742.40	84,177.60		\$ 107,920.00
Utilities: \$___ / month x ___ months				\$ -
				\$ -
<b>Utilities:</b>				
Electricity			Utilities: \$___ / month x ___ months	\$ -
Water				\$ -
				\$ -
Telephone	457.60	1,622.40	\$52 x 2 FTE x 20 months = \$2,080 split by funding allocation.	\$ 2,080.00
Other Utilities	440.00	1,560.00	Internet connection fee of \$100/month for 20 months = \$2,000 split by funding allocation.	\$ 2,000.00
				\$ -
<i>Space Costs Subtotal</i>	\$ 24,640.00	\$ 87,360.00		\$ 112,000.00
<b>Consumable Supplies</b>				
			Misc office supplies including but not limited to pens, paper, notepads, etc. projected at \$133.20 per month for 20 months = \$2,664 split by funding allocation.	
Office Supplies	1,210.00	4,290.00		\$ 5,500.00
				\$ -
				\$ -
<i>Consumable Supplies Subtotal</i>	\$ 1,210.00	\$ 4,290.00		\$ 5,500.00
<b>Rent, Lease of Equipment and Furniture</b>				
Copiers				\$ -
			Office chairs estimated at \$350 per chair for 2 chairs and new desk estimated at around \$300 as well as additional office related furniture by program year end estimated at \$3,200 for a total of \$4,200 split by funding allocation.	
Office furniture	-	1,000.00		\$ 1,000.00
<i>Rent, Lease Furniture Subtotal</i>	\$ -	\$ 1,000.00		\$ 1,000.00
<b>Other (specify)</b>				
Pharmacy Supplies				\$ -
			One time purchase of 2 - \$1500 PC replacements = \$3,000 split by funding allocation	
Equipment Purchase & Repair	-	3,000.00		\$ 3,000.00
Computer Maintenance User Fee	2,758.80	7,513.00	\$313.50/mo/device x 2 PCs x 20 months = \$12,540 split by funding allocation	\$ 10,271.80
			\$1K estimation for vehicle repair/maint. Per program cycle, plus vehicle gasoline at \$250 per month and vehicle lease of \$550/mo for 20 months at 41% FTE allocation = \$6,970 split by funding allocation	
Vehicles	1,533.40	5,436.60		\$ 6,970.00
Insurance	487.75	6,229.30	Calculated at a rate of approx. 0.05% of base salaries split by funding allocation.	\$ 6,717.05
Client Transportation	-	-	\$1.25/bus pass x 24 consumers x 4 passes/mo x 20 months = \$2,400 split by funding allocation	\$ -
Transfer and Storage	-	59.00	Projected at \$100 by year end split by funding allocation.	\$ 59.00
Postage				\$ -
Print Shop Charges				\$ -
			Calculated at a rate of 10% of the total award, allocated to the direct program component costs. (approx. 48%) split by funding allocation	
Indirect	2,700.67	79,592.13		\$ 82,292.80
<i>Other Costs Subtotal</i>	\$ 7,480.62	\$ 101,830.03		\$ 109,310.65
<b>Mental Health Non-Personnel</b>	<b>\$ 33,399.70</b>	<b>\$ 194,724.95</b>		<b>\$ 228,124.65</b>

CDBG Budget Summary						
Program Year:						
Name of Project:	Harris Center @ Dennis Street					
Grant Funds Requested by Activity	Activity No.	No. of units	CDBG CV1 Funds	CDBG CV3 Funds	TOTAL PRGM/ACT COSTS	HCCSD Unit/Price
Residential Treatment	1	24	\$ 207,438	680,939	\$ 888,377	\$ 8,643.27
Care Coordination	2	24	\$ 163,907	663,728	827,635	\$ 6,829.44
Subtotals:			\$ 371,345	\$ 1,344,667	\$ 1,716,012	
Summary of Funds from other sources (Entity name and type) of funding (Leveraging):	Activity No.	No. of Units				\$ Contribution / Unit
	1	24	-			\$ -
	2	24	-			\$ -
Subtotal:			\$ -			
Summary of Project Funding						
CDBG CV1 Funds			\$ 371,345			
CDBG CV3 Funds			\$ 1,344,667			
Project Budget Total:			\$ 1,716,012			

THE STATE OF TEXAS           §  
COUNTY OF HARRIS         §

**ORDER OF COMMISSIONERS COURT**  
**Authorizing Interlocal Agreement Amendment**

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 FIRST AMENDMENT TO INTERLOCAL  
AGREEMENT BETWEEN HARRIS COUNTY AND THE HARRIS CENTER FOR  
MENTAL HEALTH AND IDD FOR CCHP – HARRIS CENTER @ DENNIS STREET  
(COVID-19)**

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
Lina 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 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 an Interlocal Agreement Amendment by and between Harris County and The Harris Center for Mental Health and IDD. Said Interlocal Agreement Amendment 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 Community Services Department 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 Interlocal Agreement Amendment.