

THIRD AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 21 FOR WATER SUPPLY & FIRE PROTECTION IMPROVEMENTS PHASE TWO PROJECT

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Third Amendment to the Master Agreement is entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (“Grantee”) and Harris County Water Control & Improvement District No. 21 (“Subrecipient”). The Grantee and the Subrecipient are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On August 23, 2022, the Parties entered into an Agreement (“Master Agreement”) for the Water Supply & Fire Protection Improvements Phase Two Project (“Project”), an eligible activity under the rules and regulations regarding Community Development Block Grant (CDBG) Program Funds.

On June 27, 2023, the Parties amended the Master Agreement (“First Amendment”) to: (1) revise Exhibit B, Budget to add a new line item for Harris County Department of Economic Equity & Opportunity (DEEO) Section 3 and DBRA monitoring services; and (2) increase the Project budget by \$168,373.50 in CDBG funds and \$56,124.50 in Leverage funds for construction costs. The total amount increased to \$796,982.50 in CDBG funds and \$323,913.50 in Leverage funds.

On September 19, 2023, the Parties amended the Master Agreement (“Second Amendment”) to revise Exhibit B, Budget to increase the Project budget by \$374,984.95 in CDBG funds to cover construction costs of additional waterlines and corresponding DEEO Section 3 and DBRA monitoring services. The total project allocation will increase from \$796,982.50 to \$1,171,967.45 in CDBG funds.

The Parties now desire to enter to amend the Master Agreement for the third time (“Third Amendment”) to revise Exhibit A, Scope of Services to include 2,510 linear feet of new water lines and six fire hydrants to improve water supply and fire protection within the district area of Dell Dale, Market Street, Grand Avenue, and I-10 Frontage Road.

Terms

I.

This Third Amendment shall be governed by the Master Agreement, First Amendment, and Second Amendment incorporated herein by reference.

II.

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

III.

In the event of any conflict between the term and provisions of this Third Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, First Amendment, or Second Amendment, this Third Amendment shall control.

IV.

All other terms and provisions of the Master Agreement, First Amendment, and Second Amendment shall remain in full force and effect as originally written and subsequently amended.

V.

Multiple Counterparts: This Third 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 Third Amendment.

SIGNATURES TO FOLLOW ON NEXT PAGE

ATTEST:

**HARRIS COUNTY WATER CONTROL &
IMPROVEMENT DISTRICT NO. 21**

By: Margaret Rigas
Name: Margaret Rigas
Date Signed: 1-23-24

By: Ronny Daniels
Name: Ronny Daniels
Title: General Manager
Date Signed: 1-23-2024

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE
Harris County Attorney

By: Alexa Moores
Alexa Moores
Assistant County Attorney
CAO File Number: 24GEN0118
Date Signed: 1/25/24

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

EXHIBIT A

SCOPE OF SERVICES FOR THIRD AMENDMENT TO THE MASTER AGREEMENT

II. Project Description

The Subrecipient shall be responsible for implementing the Water Supply & Fire Protection Improvements Phase Two Project during the term of this Agreement. The scope of the Project is to extend new water lines to a CDBG-Target Area of Harris County That is affected by the San Jacinto waste pits. This project is the second phase of a two-phase approach. This project involves the installation of 7,740 feet of new water lines that would replace existing 2-inch diameter pipes that were installed in the 1950's. By having a reliable water system in the area, this will allow residents to discontinue using their private wells; thereby accomplishing the goals of Harris County Precinct 2 for servicing this area with potential groundwater contamination; and the goals of the Harris-Galveston Coastal Subsidence District for reducing the amount of groundwater usage in the County. The project also includes 2,510 linear feet of new water lines and six fire hydrants to improve water supply and fire protection within the district area of Dell Dale, Market Street, Grand Avenue, and I-10 Frontage Road.

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an 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 the ____ day of _____, 2024 with all members present except _____.

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

ORDER AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 21 FOR WATER SUPPLY & FIRE PROTECTION IMPROVEMENTS PHASE TWO PROJECT

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. 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 thus adopted follows:

IT IS ORDERED that:

1. County Judge or her Designee is hereby authorized to execute for and on behalf of Harris County a Third Amendment to the Agreement between Harris County and Harris County Water Control & Improvement District No. 21 for Water Supply & Fire Protection Improvements Phase Two Project. The Third Amendment to the Agreement is incorporated herein as though fully set forth word for word.
2. All Harris County officials and employees are authorized to take such action and execute other documents as they deem necessary or convenient to carry out the purposes of this Order.