



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

March 14, 2024

Commissioners Court
Harris County, Texas

RE: Job No. 220162

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

Description: Reducing Food Insecurities for Harris County Public Health Services

Vendor(s): Urban Harvest, Inc.

Amount: \$1,470,031 previously approved funds for the term 11/15/2022 - 03/14/2025
(358,198) decrease in funds for the term 11/15/2022 - 03/14/2025
\$1,111,833

Reviewed By: • Harris County Purchasing • Housing and Community Development Department

The First Amendment reduces funding for the vendor, updates the budget, and adjust the Federal Award Identification Table. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

MTM
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 26, 2024



FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN HARRIS COUNTY AND URBAN HARVEST, INC.

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 and acting by and through Harris County Public Health (“Department”), and Urban Harvest, Inc. (“Subrecipient”), a Texas non-profit corporation. County and Subrecipient are known individually as “Party” and collectively as “Parties.”

Recitals

On November 15, 2022, the County entered into an Agreement (the “Master Agreement”) with Subrecipient to address food insecurity evidenced and exacerbated by the COVID-19 pandemic by developing holistic and sustainable pathways for a minimum of five thousand (5,000) food-insecure individuals and families that have been disproportionately impacted by the pandemic to access affordable and healthy food choices as well as nutritional education within their own neighborhoods (the “Services”) under the *Towards Building Sustainable and Collaborative Pathways for Food Insecure Individuals and Families in Houston to Access Health Food Choices* Program for the Department (the “Services”).

The County and Subrecipient now desire to amend the Master Agreement for the first time (“First Amendment”) for the purpose of decreasing Subrecipient’s Subaward and the Limitation of Appropriation, updating the budget contained in Exhibit B of the Master Agreement, and updating the Federal Award Identification Table (Exhibit E) of the Master Agreement.

Subrecipient warrants and represents that it is willing and capable of providing the services.

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) SUBRECIPIENT’S SUBAWARD

Article V(A) under “SUBRECIPIENT’S SUBAWARD” of the Master Agreement is hereby amended to read as follows:

Subject at all times to Article VII entitled Limitation of Appropriation, the County agrees to award Subrecipient One Million One Hundred Eleven Thousand Eight Hundred Thirty-Two and 84/100 Dollars (\$1,111,832.84) (the “Subaward”) for the

Services, the total maximum sum of funds certified available for the Term of the Agreement by the Harris County Auditor. This Subaward includes all labor, equipment, materials, delivery, shipping costs, travel expenses, and incidentals necessary to provide the Services.

3) LIMITATION OF APPROPRIATION

Having previously certified funds in the amount of One Million Four Hundred Seventy Thousand Thirty-One and 00/100 Dollars (\$1,470,031.00), the County hereby amends the Master Agreement to reduce previously certified funds in the amount of Three Hundred Fifty-Eight Thousand One Hundred Ninety-Eight and 16/100 (\$358,198.16), bringing the total amount of funds certified as available under the Master Agreement to a reduced amount of One Million One Hundred Eleven Thousand Eight Hundred Thirty-Two and 84/100 Dollars (\$1,111,832.84). Contractor understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Contractor may become entitled to under the Master Agreement shall now be One Million One Hundred Eleven Thousand Eight Hundred Thirty-Two and 84/100 Dollars (\$1,111,832.84). 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, Contractor's sole and exclusive remedy shall be to terminate this First Amendment.

4) EXHIBIT B - SUBRECIPIENT'S BEST AND FINAL OFFER

The budget contained in Subrecipient's Best and Final Offer ("BAFO"), attached to the Master Agreement as Exhibit B, is hereby replaced with the budget attached hereto as Exhibit B and incorporated herein by reference.

5) EXHIBIT E – FEDERAL AWARD IDENTIFICATION

The Federal Award Identification Table, attached to the Master Agreement as Exhibit E, is hereby replaced with the Federal Award Identification Table attached hereto as Exhibit E and incorporated herein by reference.

6) 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.

7) 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.

URBAN HARVEST, INC.

HARRIS COUNTY

By: Beth Clark
Beth Clark (Mar 11, 2024 10:24 CDT)
Name: N. Beth T. Clark
Title: President, Urban Harvest
Date: 03/11/2024

By: _____
LINA HIDALGO
COUNTY JUDGE

HARRIS COUNTY PUBLIC HEALTH

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: Barbie L. Robinson
Barbie Robinson, MPP, JD, CHC
Executive Director

DocuSigned by:
By: Manasi Tahiliani
Manasi Tahiliani
Assistant County Attorney
C.A. File 24GEN0591

EXHIBIT B

Subrecipient’s Best and Final Offer (“BAFO”)

Budget Item	Original RFP Year 1 Allocation	Original RFP Year 2 Allocation	Approved Reallocation	Total Amount (Current Operating Budget)	Year 1 Spent (Nov 2022 - Nov 2023)	Available Balance [F-G]	Award Reduction	Urban Harvest Y2 Revised Budget Proposal (Nov 2023 - March 2025)
Personnel	\$ 154,260.00	\$ 158,888.00	\$ 44,000.00	\$ 357,148.00	\$ 108,357.00	\$ 248,791.00	\$ (22,109.00)	\$ 270,900.00
Community Food Access Director	66,000.00	66,000.00		132,000.00	21,671.40	110,328.60	24,528.60	85,800
Mobile Market Manager #1	48,000.00	48,000.00		96,000.00	21,671.40	74,328.60	12,528.60	61,800
Mobile Market Manager #2	16,500.00	16,500.00	19,000.00	52,000.00	21,671.40	30,328.60	(21,171.40)	51,500
Community Outreach Coordinator #1	11,880.00	14,194.00		26,074.00	21,671.40	4,402.60	(18,997.40)	23,400
Community Outreach Coordinator #2	11,880.00	14,194.00		26,074.00	21,671.40	4,402.60	(18,997.40)	23,400
Bookkeeper	-	-	25,000.00	25,000.00	-	25,000.00	-	25,000
Fringe	\$ 33,858.00	\$ 36,331.00		\$ 70,189.00	\$ 19,910.71	\$ 50,278.29	\$ 7,428.29	\$ 42,850.00
Health Insurance for (Phylcia and Andrew)								18,850
FICA (Social Security and Medicare compny)								24,000
Travel	\$ 7,656.00	\$ 8,115.00	\$ (2,656.00)	\$ 13,115.00	\$ 800.00	\$ 12,315.00	\$ 12,315.00	-
Local Travel (mileage/gas)	7,656.00	8,115.00	(2,656.00)	13,115.00	800.00	12,315.00	12,315.00	-
Equipment	\$ 110,000.00	\$ -	\$ (500.00)	\$ 109,500.00	\$ 86,882.47	\$ 22,617.53	\$ 22,617.53	-
Van	60,000.00	-	7,160.00	67,160.00	67,160.00	-	-	-
Retrofit	50,000.00	-	(7,660.00)	42,340.00	19,722.47	22,617.53	22,617.53	-
Supplies	\$ 103,000.00	\$ 89,750.00	\$ (10,000.00)	\$ 182,750.00	\$ 58,291.88	\$ 124,458.12	\$ 55,851.12	\$ 68,607.00
Promotional flyers at Double Up Sites	5,000.00	5,300.00		10,300.00	1,562.75	8,737.25	737.25	8,000
Produce orders for mobile markets	32,500.00	34,450.00		66,950.00	21,009.89	45,940.11	13,933.11	32,007
Handtruck Dolly	500.00	-		500.00	500.00	-	-	-
Other local meats, perishables, and staples for mobile markets	65,000.00	50,000.00	(10,000.00)	105,000.00	35,219.24	69,780.76	41,180.76	28,600
Contractual	\$ 144,000.00	\$ 144,540.00	\$ 4,156.00	\$ 292,696.00	\$ 67,391.55	\$ 225,304.45	\$ 83,304.45	\$ 142,000.00
Homemade Hope	75,000.00	79,500.00		154,500.00	57,391.55	97,108.45	(12,391.55)	109,500
Expanded Food and Nutrition Education Program (EFNEP): Training and promotion of Double Up for a minimum of 10 educators.	30,000.00	31,800.00		61,800.00	-	61,800.00	61,800.00	-
Hope Clinics at Baker Ripley: training and promotion of Double Up for a minimum of 10 educators	20,000.00	21,200.00		41,200.00	-	41,200.00	20,200.00	21,000
Woodland Studios (Graphic Design) \$75/hour for 10 hr/month	9,000.00	9,540.00		18,540.00	-	18,540.00	9,540.00	9,000
Website development (Y1) and maintenance (Y2 and Y3) \$100 hours/100	10,000.00	2,500.00		12,500.00	10,000.00	2,500.00	-	2,500
CPA Support	-	-	4,156.00	4,156.00		4,156.00	4,156.00	-
Other	\$ 188,100.00	\$ 201,110.00	\$ (35,000.00)	\$ 354,210.00	\$ 145,176.20	\$ 209,033.80	\$ 154,033.80	\$ 55,000.00
Van Regular Maintenance Package	12,000.00	12,720.00	(7,000.00)	17,720.00	-	17,720.00	17,720.00	-
Vehicle Graphic Design	2,500.00	-	500.00	3,000.00	-	3,000.00	-	3,000
Marketing Strategy	114,100.00	128,500.00	(31,000.00)	211,600.00	104,228.16	107,371.84	58,371.84	49,000
Electrical Contract Work	3,000.00	-		3,000.00	2,810.00	190.00	190.00	-
Rent	25,000.00	26,500.00		51,500.00	25,000.00	26,500.00	26,500.00	-
Utilities	10,000.00	10,600.00		20,600.00	-	20,600.00	20,600.00	-
Telephone/Telecom/Internet	5,500.00	5,830.00		11,330.00	-	11,330.00	11,330.00	-
Audit	11,000.00	11,660.00		22,660.00	11,000.00	11,660.00	11,660.00	-
Technologies (text-app, e-newsletter, POS)	5,000.00	5,300.00	2,500.00	12,800.00	2,138.04	10,661.96	7,661.96	3,000
Subcontractor	\$ 58,763.00	\$ 34,660.00	\$ -	\$ 93,423.00	\$ 22,006.03	\$ 71,416.97	\$ 44,756.97	\$ 26,660.00
Plant It Forward Farms	58,763.00	34,660.00		93,423.00	22,006.03	71,416.97	44,756.97	26,660
TOTAL	\$ 799,637.00	\$ 673,394.00	\$ -	\$ 1,473,031.00	\$ 508,815.84	\$ 964,215.16	\$ 358,198.16	\$ 606,017.00
Percentage (award/total)	54.40%	45.81%		100.20%	35%	66%	24%	
Original Award Amount				\$ 1,470,031.00				
New Award Amount				\$ 1,111,832.84				

EXHIBIT E

FEDERAL AWARD IDENTIFICATION

(follows behind)

1. Subrecipient Name Urban Harvest, Inc.
2. Subrecipient's Unique Entity Identifier JNQEPGYFNNV5
3. Federal Award Identification Number SLFRFP1966
4. Federal Award Date MARCH 19, 2021
5. Subaward Period Of Performance, Start Date and End Date November 15, 2022 – March 14, 2025
6. Subaward Budget Period Start Date And End Date November 15, 2022 – March 14, 2025
7. Amount of Federal Funds Obligated to the Subrecipient by the County \$1,111,832.84
8. Total Amount of Federal Funds Obligated to Subrecipient by the County, Including the Current Obligation \$1,111,832.84
9. Total Amount of the Federal Award Committed to the Subrecipient by the County \$1,111,832.84
10. Federal Award Project Description Harris County has received funds pursuant to the ARPA. The ARPA established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and Harris County received an allocation of funds from the SLFRF under Sections 602 and 603 of the Social Security Act, as added by section 9901 of the ARPA. Harris County has elected to distribute funding from the SLFRF to eligible subrecipients.
11. Name of Federal Awarding Agency Department of the Treasury
Name of Pass-Through Entity Harris County, Texas
Contact Information for Pass-Through Entity Leah Barton
1001 Preston, Suite 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 & Development?

No

14. Indirect Cost Rate

The County will reimburse Subrecipient for indirect costs (IDC) at a rate as defined and approved by a cognizant agency or at the federal approved *de minimis* cost rate under 2 CFR 200.414.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an amendment to an 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 _____, 2024 with all members present except _____.

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

ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND URBAN HARVEST, INC.

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 County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the First Amendment to the Master Agreement for the purpose of decreasing the Subaward and the Limitation of Appropriation, updating the budget contained in Exhibit B of the Master Agreement, and updating the Federal Award Identification Table (Exhibit E) of the Master Agreement. The new cost to the County is an amount not to exceed One Million One Hundred Eleven Thousand Eight Hundred Thirty-Two and 84/100 Dollars (\$1,111,832.84). The First Amendment is incorporated herein as though fully set forth 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.