

**To:** Harris County Commissioners Court

**Through:** David Berry, Executive Director, Budget Management Department

**..prepared**

**Prepared By:** Hank Griffith, Sr. Manager-Budget Services, Budget Management Department

**Subject:** The Harris Center Budget Allocation/Agreement to Amend Payment Timing

**..end**

**Project ID (If applicable):**

**Purpose and Request:**

**..title**

Request that the County Judge execute an amendment to an agreement with The Harris Center for Mental Health and IDD to modify the payment terms for the FY2021-22 budget allocations

**..end**

**Background and Discussion:**

In the agreement which was effective March 1, 1994, Harris County agreed to pay The Harris Center an amount as determined by the County's annual budget allocation in 12 equal monthly installments. To assist with cash flow, the agreement has been amended to reflect a single lump sum payment for the last three years.

Approval of this fifth amendment is requested to allow the County to provide The Harris Center a single lump sum payment for their full fiscal year 2021-22 budget allocation of \$22,567,171.

**Fiscal Impact:**

*[INSTRUCTIONS: A short description of the cost of the request and where you are requesting funding from. No more than 2 sentences. In addition please fill out the table below. This includes financial impact to the current fiscal year and subsequent fiscal years along with the source of funding (general fund, grant, etc.). If the amount is within the current budget, please indicate the amount from 'Existing Department Budget'. If all of or part of the request is a new expense, please indicate funding source in the space provided.]*

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
<b>Service Impacted:</b> <i>[Please provide service or division where expenditure will be used]*</i>			
Existing Budget			
Additional Appropriation Requested			
<b>Total Expenditures</b>			
<b>Funding Sources</b>			
Existing Department Budget			
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)			
<b>[INSERT FUNDING SOURCE HERE]*</b>			
<b>Total Sources</b>			

**Alternatives:**

*[INSTRUCTIONS: In this section you should briefly discuss any viable alternatives, including the benefits and consequences of each. Include subtitles on the first line of each alternative to identify it. If appropriate,*

*the financial impact of each alternative can be discussed. If taking no action is a viable alternative it should also be discussed, including any financial or other impacts that would result.]*

**Alignment with Strategic Objective:**

*[INSTRUCTIONS: Please write out the Department Strategic Objective impacted by this item.]*

**Attachments:**

*[INSTRUCTIONS: Please include a list of backup for this item with a short description of each if more than one.]*

## **FIFTH AMENDMENT**

This Fifth Amendment is made and entered into as of March 18, 2021 between Harris County, Texas, a political subdivision of the State of Texas (the "County") and The HARRIS CENTER for Mental Health and IDD, (formerly known as MHMRA of Harris County), a Community Center and Agency of the State of Texas under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., (Vernon 1992), as amended (The "HARRIS CENTER" or "Authority") each referred to herein as "Party" and collectively, the "Parties".

### **BACKGROUND**

In the original Agreement ("Agreement") which was effective beginning on March 1, 1994 and has been renewed each year since, the Authority (now known as The HARRIS CENTER) agreed to provide mental health and mental retardation diagnostic, treatment, and support services to Harris County residents. Harris County agreed to pay the Authority (now known as The HARRIS CENTER) a total of an amount as determined by the County's annual budget allocation to the Authority (now known as The HARRIS CENTER) in twelve (12) approximately equal installments on or before the first day of each calendar month during each year the Agreement was in effect.

In the First Amendment which was effective June 1, 2017, all references to the Authority were changed to reflect the Authority's new name, The HARRIS CENTER; the payment terms for the County's 2017-2018 Fiscal Year were modified; and The HARRIS CENTER's address was updated.

In the Second and Third Amendments, Parties amended the Agreement to modify the dates on which the County paid The HARRIS CENTER during the County's 2018-2019 Fiscal Year and 2019-2020 Fiscal Year, respectively.

The Parties now desire to amend the Agreement to modify the dates on which the County will pay The HARRIS CENTER during the Center's 2021-2022 Fiscal Year.

Accordingly, the Parties agree as follows:

#### **1. AMENDMENTS**

**1.1 Amendment to Modify Payment Dates.** Section 1.3 (CONSIDERATION) is amended as follows:

**1.1.1.** Insert the following at the end of Section 1.3: "Notwithstanding the foregoing, during the County's 2021-2022 Fiscal Year (March 1, 2021 through February 28, 2022), the County shall pay The HARRIS CENTER in full a single payment on or before April 30, 2021."

## **FIFTH AMENDMENT**

This Fifth Amendment is made and entered into as of March 18, 2021 between Harris County, Texas, a political subdivision of the State of Texas (the "County") and The HARRIS CENTER for Mental Health and IDD, (formerly known as MHMRA of Harris County), a Community Center and Agency of the State of Texas under the provisions of Chapter 534 of the Texas Health and Safety Code Ann., (Vernon 1992), as amended (The "HARRIS CENTER" or "Authority") each referred to herein as "Party" and collectively, the "Parties".

### **BACKGROUND**

In the original Agreement ("Agreement") which was effective beginning on March 1, 1994 and has been renewed each year since, the Authority (now known as The HARRIS CENTER) agreed to provide mental health and mental retardation diagnostic, treatment, and support services to Harris County residents. Harris County agreed to pay the Authority (now known as The HARRIS CENTER) a total of an amount as determined by the County's annual budget allocation to the Authority (now known as The HARRIS CENTER) in twelve (12) approximately equal installments on or before the first day of each calendar month during each year the Agreement was in effect.

In the First Amendment which was effective June 1, 2017, all references to the Authority were changed to reflect the Authority's new name, The HARRIS CENTER; the payment terms for the County's 2017-2018 Fiscal Year were modified; and The HARRIS CENTER's address was updated.

In the Second and Third Amendments, Parties amended the Agreement to modify the dates on which the County paid The HARRIS CENTER during the County's 2018-2019 Fiscal Year and 2019-2020 Fiscal Year, respectively.

The Parties now desire to amend the Agreement to modify the dates on which the County will pay The HARRIS CENTER during the Center's 2021-2022 Fiscal Year.

Accordingly, the Parties agree as follows:

#### **1. AMENDMENTS**

##### **1.1 Amendment to Modify Payment Dates.** Section 1.3 (CONSIDERATION) is amended as follows:

1.1.1. Insert the following at the end of Section 1.3: "Notwithstanding the foregoing, during the County's 2021-2022 Fiscal Year (March 1, 2021 through February 28, 2022), the County shall pay The HARRIS CENTER in full a single payment on or before April 30, 2021."

#### **2. Continuation of Existing Agreement.** Except for the amendment made in this Fifth Amendment, the Existing Agreement remains unchanged and in full effect.

**HARRIS COUNTY**

**THE HARRIS CENTER FOR MENTAL  
HEALTH AND IDD (formerly known as  
THE MENTAL HEALTH AND MENTAL  
RETARDATION AUTHORITY OF HARRIS  
COUNTY)**

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge

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

By: Wayne Young  
Wayne Young, MBA, LPC, FACHE  
Chief Executive Officer

Date: 3/18/21

APPROVED AS TO FORM:

CHRISTIAN D. MENESEE  
County Attorney

APPROVED AS TO FORM:

KENDRA THOMAS  
General Counsel

By: DeAnne A. Lin  
DeAnne A. Lin  
Assistant County Attorney  
C.A. File No. 21GEN0839

By: Kendra Thomas  
Kendra Thomas  
General Counsel  
By Permission  
Silvia Tiller  
Silvia Tiller Esq.

## ORDER OF COMMISSIONERS COURT

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 THE FIFTH AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND THE HARRIS CENTER FOR MENTAL HEALTH AND IDD

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 thus adopted follows:

#### IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Fifth Amendment to the agreement to modify the dates on which the County will pay The Harris Center during the Center's 2021-2022 Fiscal Year. The Master Agreement is incorporated herein as though fully set forth word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.