



Kimberly J. Williams, JD
Harris County Purchasing Agent

March 07, 2026

Commissioners Court
Harris County, Texas

RE: Job No. 220193

Members of Commissioners Court:

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

Description: Child Care Contracted Slots Program for Harris County Department of Economic Equity and Opportunity

Vendor(s): BakerRipley

Amount: \$57,448,051 previously approved funds for the term 01/31/2023 - 01/30/2025
932,036 additional funds for the extended term 01/31/2025 - 12/31/2026
\$58,380,087

Reviewed By: • Harris County Purchasing • Economic Equity and Opportunity

The Fifth Amendment adds funds for additional services, updates the budget in Exhibit B, and updates the Federal Award Identification Table in Exhibit E. Purchase order(s) will be issued upon Commissioners Court Approval.

Sincerely,

Kimberly J. Williams, JD
Purchasing Agent

GGZ
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 19, 2026

**FIFTH AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN HARRIS COUNTY AND BAKERRIPLEY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Fifth Amendment to the above-referenced Subrecipient 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, acting by and through the Department of Economic Equity and Opportunity (the “Department”), and BakerRipley (“Subrecipient”), a Texas non-profit corporation. The County and Subrecipient are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

On January 31, 2023, the County and Subrecipient entered into an Agreement (the “Agreement”) for the purpose of Subrecipient serving as the Child Care Subsidy Administrator for the Child Care Capacity: Contracted Slots Pilot Program (the “Project”) (overall, the “Services”).

On July 18, 2023, the Parties amended the Agreement for the first time (the “First Amendment”) to add funding for the Services and to update the Statement of Work (“SOW”) in the Agreement.

On December 19, 2023, the Parties amended the Agreement for the second time (the “Second Amendment”) for the purpose of updating any and all references to the Office of County Administration to the Department of Economic Equity and Opportunity and updating the Budget in the Agreement to encompass a reallocation of existing funds.

On October 8, 2024, the Parties amended the Agreement for the third time (the “Third Amendment”) for purposes of extending the term, adding funds for additional services, updating the budget contained in the Best and Final Offer (Exhibit B), updating the Federal Award Identification Table (Exhibit E), and updating the SOW (Exhibit G).

On January 8, 2026, the Parties amended the Agreement for the fourth time (the “Fourth Amendment”) for the purpose of updating the budget contained in the Best and Final Offer (Exhibit B) to reallocate approximately \$1,450,000.00 from various personnel and non-personnel line items to the childcare subsidy line in the budget, at no cost to the County, and to add terms to the Agreement regarding the fungibility of the budget.

The Parties now desire to amend the Agreement for the Fifth Time (the “Fifth Amendment”) for the purpose of adding funds in accordance with the Coronavirus State and Local Fiscal Recovery Funds Final Rule, updating the budget contained in the Best and Final Offer (Exhibit B), and updating the Federal Award Identification Table (Exhibit E).

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of

which are hereby acknowledged, the Parties agree as follows:

Terms

1) CONTRACT CONSTRUCTION

This Fifth Amendment shall be governed by the Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, which are incorporated by reference as though fully set forth word for word.

2) LIMITATION OF APPROPRIATION

Having previously certified funds in the amount of Fifty-Seven Million Four Hundred Forty-Eight Thousand Fifty-One Dollars and 00/100 (\$57,448,051.00), the County hereby amends the Agreement to certify as available Nine Hundred Thirty-Two Thousand Thirty-Six Dollars and 00/100 (\$932,036.00) in additional funds, bringing the total amount of funds certified as available under the Agreement to Fifty-Eight Million Three Hundred Eighty Thousand Eighty-Seven Dollars and 00/100 (\$58,380,087.00). Subrecipient understands and agrees, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Subrecipient may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Subrecipient under this Fifth Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Nine Hundred Thirty-Two Thousand Thirty-Six Dollars and 00/100 (\$932,036.00). Subrecipient understands and agrees, said understanding also being of the absolute essence of this contract, that the maximum amount Subrecipient may become entitled to under the Agreement shall be Fifty-Eight Million Three Hundred Eighty Thousand Eighty-Seven Dollars and 00/100 (\$58,380,087.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Fifth Amendment is limited to said sum; and when all the funds so certified are expended, Subrecipient's sole and exclusive remedy shall be to terminate this Fifth Amendment.

3) BUDGET – EXHIBIT B

The budget in the Best and Final Offer in Exhibit B of the Agreement is deleted in its entirety and replaced with the budget attached hereto as Exhibit B and incorporated herein by reference.

4) FEDERAL AWARD IDENTIFICATION TABLE – EXHIBIT E

The Federal Identification Award Table (Exhibit E) of the Agreement is deleted in its entirety and replaced with the Federal Award Identification Table attached hereto as Exhibit E and incorporated herein by reference.

5) ORDER OF PRECEDENCE

In the event of any conflict between the terms and provisions of this Fifth Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, the First

Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment, this Fifth Amendment shall control.

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

6) EXECUTION, MULTIPLE COUNTERPARTS

This Fifth 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 Fifth Amendment.

BAKERRIPLEY

By Claudia Aguirre
Name: Claudia Aguirre
Title: President & CEO
Date: 2/24/2026

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
JONATHAN FOMBONNE
COUNTY ATTORNEY

DocuSigned by:
Manasi Tahiliani
By: _____
Manasi Tahiliani
Assistant County Attorney
C.A.O File No: 26GEN0516

EXHIBIT B
Updated Budget
(follows behind)

**HARRIS COUNTY
Early REACH BUDGET
2023 - 2026**

Budget

Personnel	
Salary and Wages, fringes	\$7,467,779
Non - Personnel	
	\$5,014,699
Supplies/Postage/Duplication/Advert.	\$41,401
Information Technology Cost/ Software/Hardware	\$666,472
Communications /Phone/Cell	\$25,795
Office Space (Facilities Tier 1 and Tier 2, Maintenance and Operations Allocation, Location -Shared Cost, and Depreciation Expense)	\$245,500
Staff Development	\$217,792
Travel	\$78,857
Workshops/Training	\$217,532
Insurance	\$4,900
Contract Services - Children flow, Teachstone, Kaplan, Business Development Technical Assistance, Brazelton Touchpoint	\$2,763,050
Furniture /Playground Equipment	\$753,400
Subsidy	\$44,502,842
Indirect Cost	\$1,394,767
Total	\$58,380,087

EXHIBIT E

FEDERAL AWARD IDENTIFICATION

(follows behind)

1. Subrecipient Name BakerRipley
2. Subrecipient’s Unique Entity Identifier ENEFBVMQMHP1
3. Federal Award Identification Number SLFRFP1966
4. Federal Award Date MARCH 19, 2021
5. Subaward Period Of Performance, Start Date and End Date January 31, 2023 – December 31, 2026
6. Subaward Budget Period Start Date And End Date January 31, 2023 – December 31, 2026
7. Amount of Federal Funds Obligated to the Subrecipient by the County \$58,380,087.00
8. Total Amount of Federal Funds Obligated to Subrecipient by the County, Including the Current Obligation \$58,380,087.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the County \$58,380,087.00
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 Tiko Reynolds-Hausman
 1001 Preston Street, Suite 670
 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 of 28.2 %.

ORDER OF COMMISSIONERS COURT
Authorizing execution of Amendment to Agreement

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 A FIFTH AMENMDENT TO THE
SUBRECIPIENT AGREEMENT BETWEEN HARRIS COUNTY AND BAKERRIPLEY**

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. Lesley 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, a Fifth Amendment to the Agreement with BakerRipley for the purpose of adding funds in the amount of Nine Hundred Thirty-Two Thousand Thirty-Six Dollars and 00/100 (\$932,036.00), updating the budget contained in the Best and Final Offer (Exhibit B), and updating the Federal Award Identification Table (Exhibit E). The Fifth Amendment is 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 purpose of this Order.