



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

April 12, 2024

Commissioners Court
Harris County, Texas

RE: Job No. 230095

Members of Commissioners Court:

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

Description: Early Learning Quality Network for Harris County

Vendor(s): Children At Risk

Amount: \$ 12,466,963 previously approved funds for the term 10/10/2023 - 11/30/2026
(1,893,849) decrease in funds for the term 10/10/2023 - 11/30/2026
\$ 10,573,114

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

The Second Amendment reduces funding for the grant fund, adjusts the budget, and updates 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 APRIL 23, 2024



SECOND AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN HARRIS COUNTY AND CHILDREN AT RISK

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second 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, acting by and through the Department of Economic Equity and Opportunity (the “Department”), and Children at Risk (“Subrecipient”), a 501(c)(3) non-profit organization. The County and Subrecipient are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On October 10, 2023, the Parties entered into a Subrecipient (the “Agreement”) wherein Subrecipient agreed to serve as the Quality Network Support Hub for the Early Learning Quality Network program (the “Program”) by providing planned and on-call supports for local support organizations to improve childcare and child development, including trainings and coaching, as well as administering the Program’s grant fund to support childcare and child development that was impacted by the COVID-19 pandemic under the Program (the “Services”).

On December 19, 2023, the Parties amended the Agreement for the first time (the “First Amendment”) for the purpose of updating any and all references to the Office of County Administration to the Department of Economic Equity and Opportunity due to internal restructuring with no change to the limitation of appropriation.

The Parties now desire to amend the Agreement for the second time (the “Second Amendment”) for the purpose of updating the budget, including reducing the ELQN Grant Fund, the ELQN Grant Fund Administrative Fee, and Operating Costs, updating the Limitation of Appropriation, and updating Exhibits B and E of the Agreement.

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

2. SUBRECIPIENT’S SUBAWARD

Section V(a) of the Agreement under the heading “SUBRECIPIENT’S SUBAWARD” is hereby

amended and replaced to read as follows:

Subject at all times to Article VII entitled Limitation of Appropriation, the County agrees to award up to Eight Million Six Hundred Twenty-Five Thousand and No/100 Dollars (\$8,625,000.00) (the “ELQN Grant Fund”) to finance the implementation of local network childcare quality action plans. The County also agrees to pay Subrecipient a ELQN Grant Fund administrative fee for a not-to-exceed cumulative maximum amount Eight Million Six Hundred Fifty-Two Thousand Five Hundred and No/100 Dollars (\$862,500.00) (the “ELQN Grant Fund Administrative Fee”). This ELQN Grant Fund Administrative Fee is in addition to the ELQN Grant Fund and incorporates all charges such as all labor, equipment, materials, delivery, shipping costs, travel expenses, and incidentals necessary to provide the Services. The County also agrees to pay Subrecipient operating costs for a not-to-exceed cumulative maximum amount of One Million Eighty-Five Thousand Six Hundred Fourteen and 00/100 Dollars (\$1,085,614.00) (the “Operating Costs”). The total cost to the County is Ten Million Five Hundred Seventy-Three Thousand One Hundred Fourteen and 00/100 Dollars (\$10,573,114.00) (the “Subaward”), the total maximum sum of funds certified available for the Term of the Agreement by the Harris County Auditor.

3. TERMS OF SUBAWARD

In Section VI of the Agreement under the heading “TERMS OF SUBAWARD”, any and all references to the ELQN Grant Fund of \$10,350,000.00 are here by amended and replaced with the reduced ELQN Grant Fund of \$8,625,000.00:

4. LIMITATION OF APPROPRIATION

Section VII(a) of the Agreement under the heading “LIMITATION OF APPROPRIATION” is hereby amended and replaced to read as follows:

Subrecipient expressly understands and agrees that the laws governing the letting of contracts require the approval of the Harris County Auditor and its certification that funds are, or will be, available for the payment of the obligations created under this Agreement before such Agreement becomes effective. Therefore, payment is contingent on the Auditor’s certification of funds. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Agreement. Subrecipient understands and agrees that the County has Ten Million Five Hundred Seventy-Three Thousand One Hundred Fourteen and 35/100 Dollars (\$10,573,114.00), the total maximum sum of funds certified available by the Harris County Auditor for the purpose of satisfying the County’s obligations under the terms and provisions of this Agreement. Subrecipient understands and agrees that the total maximum subaward that Subrecipient may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to Subrecipient hereunder shall not under any conditions, circumstances, or interpretations thereof exceed that sum. When all the funds so

certified under this Agreement are expended, unless additional funds are certified available as evidenced by a written amendment to the Agreement, Subrecipient's sole remedy will be to terminate this Agreement in accordance with Article X to the extent permitted under Article X.

5. EXHIBIT B - BUDGET

Exhibit B (Budget) of the Agreement is hereby replaced with the updated Budget attached hereto as Exhibit B and incorporated herein by reference.

6. EXHIBIT E – FEDERAL AWARD IDENTIFICATION

Exhibit E (Federal Award Identification Table) of the Agreement is amended to replace it with the Federal Award Identification Table attached hereto as Exhibit E and incorporated herein by reference.

7. ORDER OF PRECEDENCE

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

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

8. EXECUTION, MULTIPLE COUNTERPARTS

This Second 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 Second Amendment.

[EXECUTION PAGE FOLLOWS]

CHILDREN AT RISK

By 
Name: Robert Sanborn, EdD
Title: President & CEO
Date: April 10, 2024

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFEE
COUNTY ATTORNEY

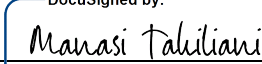
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By: 
Manasi Tahiliani
Assistant County Attorney
C.A.O File No: 24GEN0331

EXHIBIT B

Subrecipient's Budget ("Budget")

LNO Support Budget ("Operating Costs")	Description	Total
a. Personnel		\$738,416.00
b. Fringe Benefits		\$132,915.00
c. Travel		\$17,600
d. Equipment		
e. Supplies	General program supplies	\$9,000
f. Contractual	Outsourcing of additional training & support for network and local hubs through consultant/vendor	\$55,000
g. Other	Tech support, meeting expenses	\$33,991
h. Total Direct charges		\$986,922.00
i. Indirect Charges @10% de minimis rate		\$98,692.00
Total Operating Costs		\$1,085,614.00
Grant Fund ("Program Fund")		\$8,625,000
Grant Administration Costs		
a. Personnel		\$335,182
b. Fringe Benefits	18.50%	\$62,009
c. Supplies	Technology, computer equipment, and software	\$54,309
d. Contractual	Compliance Specialist, Consultant	\$90,000
e. Finance support, contract		\$90,000
f. Insurance	Risk Policy to insure \$5M Grant Fund	\$15,000
g. Chief Financial Officer/contract	CFO and Support Fund Administrator	\$216,000
Total Grant Administration Costs		\$862,500
Total Compensation		\$10,573,114.00

EXHIBIT E

FEDERAL AWARD IDENTIFICATION

(follows behind)

1. Subrecipient Name Children at Risk
2. Subrecipient's Unique Entity Identifier ZHHSJGP3LA63
3. Federal Award Identification Number SLFRFP1966
4. Federal Award Date MARCH 19, 2021
5. Subaward Period Of Performance, Start Date and End Date October 10, 2023 – November 30, 2026
6. Subaward Budget Period Start Date And End Date October 10, 2023 – November 30 2026
7. Amount of Federal Funds Obligated to the Subrecipient by the County \$10,573,114.00
8. Total Amount of Federal Funds Obligated to Subrecipient by the County, Including the Current Obligation \$10,573,114.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the County \$10,573,114.00
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 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") associated with the Operating Costs at a rate of 10% as outlined in Exhibit B.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment to the 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 SECOND AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND CHILDREN AT RISK

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	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Tom S. Ramsey, P.E.	☐	☐	☐
Comm. Lesley Briones	☐	☐	☐

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 is hereby authorized to execute for and on behalf of Harris County a Second Amendment to the Subrecipient Agreement with Children at Risk for the purpose of updating the budget, including reducing the ELQN Grant Fund, the ELQN Grant Fund Administrative Fee, and Operating Costs, updating the Limitation of Appropriation, and updating Exhibits B and E of the Agreement. The updated, reduced total cost to the County is Ten Million Five Hundred Seventy-Three Thousand One Hundred Fourteen and 00/100 Dollars (\$10,573,114.00). The Second 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.