



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

September 04, 2024

Commissioners Court
Harris County, Texas

RE: Job No. 230444

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: Early Childhood Resiliency Fund for the Harris County Department of Economic Equity and Opportunity

Vendor(s): Harris County Domestic Violence Coordinating Council

Amount: \$6,200,000 previously approved funds for the term 05/07/2024 - 09/06/2026
0 additional funds for the term 05/07/2024 - 09/06/2026
\$6,200,000

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

The First Amendment updates the budget (Exhibit B) to the Agreement(s) with no increase in the total contract amount.

Sincerely,

DeWight Dopslauf
Purchasing Agent

JW
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA SEPTEMBER 19, 2024



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
HARRIS COUNTY DOMESTIC VIOLENCE COORDINATING COUNCIL**

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 its Department of Economic Equity and Opportunity (“Department”), and Harris County Domestic Violence Coordinating Council (“Subrecipient”), a 501(c)(3) non-profit organization. County and Contractor are known individually as “Party” and collectively as “Parties.”

Recitals

On May 7, 2024, the County entered into an agreement (the “Master Agreement”) with Subrecipient in which Subrecipient agreed to serve as the Intermediary for the Harris County Early Childhood Resilience Fund by establishing and executing a granting program to support community service providers in addressing the developmental and therapeutic needs of children and family systems exposed to or experiencing IPV/DV which rose significantly in the County during the COVID-19 pandemic, provide technical assistance in the development of proposals, interventions, and implementation plans for fund applicants and awardees, collect and report service and spending data to the County, and prepare a final report/evaluation of the fund (the “Services”).

The Parties now desire to amend the Master Agreement for the first time (the “First Amendment”) to update the budget (Exhibit B).

Contractor 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) BUDGET – EXHIBIT B

The budget (Exhibit B) of the Master Agreement is deleted in its entirety and replaced with the budget attached hereto as Exhibit B and incorporated herein by reference.

3) 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.

4) 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.

HARRIS COUNTY DOMESTIC
VIOLENCE COORDINATING COUNCIL

By Barbie Brashear
Name: Barbie Brashear
Title: Executive Director
Date: 8/29/2024

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
Christian D. Menefee
COUNTY ATTORNEY

By: Manasi Tahiliani
Manasi Tahiliani
Assistant County Attorney
C.A. File 24GEN2127

EXHIBIT B
Updated Budget
(follows behind)

HCDVCC Early Childhood Resiliency Budget				
		6/4/24 - 6/3/25	6/4/25 - 6/3/26	
	% of time spent on the grant	Proposed Grant Amount Year 1	Proposed Grant Amount Year 2	Proposed Total Grant Award
a. Personnel				
Project Manager	100%	\$ 32,188.00	\$ 80,000.00	\$ 112,189.00
Executive Director	10%	\$ 15,400.00	\$ 15,862.00	\$ 31,262.10
Sr Director of Innovative Services	15%	\$ 20,053.00	\$ 20,655.00	\$ 40,708.15
Director of Compliance	20%	\$ 21,000.00	\$ 22,050.00	\$ 43,050.20
Compliance Coordinator	100%	\$ 60,000.00	\$ 61,800.00	\$ 121,801.00
Manager of Operations & Communications	40%	\$ 22,880.00	\$ 23,567.00	\$ 46,447.40
Finance Director	20%	\$ 25,376.00	\$ 26,133.00	\$ 51,509.20
Accounting Manager	10%	\$ 7,800.00	\$ 8,035.00	\$ 15,835.10
Accounting & Compliance Lead	100%	\$ 27,084.00	\$ 66,950.00	\$ 94,035.00
SUB-TOTAL PERSONNEL		\$ 231,781.00	\$ 325,052.00	\$ 556,837.15
b. Fringe Benefits				
Project Manager	100%	\$ 8,588.38	\$ 18,372.00	\$ 26,961.38
Executive Director	10%	\$ 1,178.10	\$ 1,213.44	\$ 2,391.64
Sr Director of Innovative Services	15%	\$ 3,371.85	\$ 3,417.91	\$ 6,789.91
Director of Compliance	20%	\$ 4,056.90	\$ 4,137.23	\$ 8,194.33
Compliance Coordinator	100%	\$ 16,842.00	\$ 16,979.70	\$ 33,822.70
Manager of Operations & Communications	40%	\$ 6,651.12	\$ 6,703.68	\$ 13,355.20
Finance Director	20%	\$ 1,941.26	\$ 1,999.17	\$ 3,940.64
Accounting Manager	10%	\$ 1,821.90	\$ 1,839.88	\$ 3,661.88
Accounting Coordinator (PT)	100%	\$ 8,197.93	\$ 17,373.68	\$ 25,572.60
SUB-TOTAL FRINGE		\$ 52,649.45	\$ 72,036.68	\$ 124,690.27
c. Travel				
Mileage		\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
SUB-TOTAL TRAVEL		\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
d. Equipment				
				\$ -
				\$ -
SUB-TOTAL EQUIPMENT		\$ -	\$ -	\$ -
e. Supplies				
Office & Program Supplies		\$ 2,000.00	\$ 4,018.91	\$ 6,018.91
SUB-TOTAL SUPPLIES		\$ 2,000.00	\$ 4,018.91	\$ 6,018.91
f. Contractual				
Evaluation			\$ 137,099.04	\$ 137,099.04
SUB-TOTAL CONTRACTUAL		\$ -	\$ 137,099.04	\$ 137,099.04
g. Other				
				\$ -
				\$ -
SUB-TOTAL OTHER		\$ -	\$ -	\$ -
h. Total Direct charges		\$ 289,430.45	\$ 541,206.63	\$ 830,645.37
				\$ -
i. Indirect Charges @10% de minimis rate		\$ 28,943.04	\$ 40,411.59	\$ 69,354.63
Total Program Costs		\$ 318,373.49	\$ 581,618.22	\$ 900,000.00
Resiliency Fund		\$ 5,300,000.00		\$ 5,300,000.00
Total Costs		\$ 5,618,373.49	\$ 581,618.22	\$ 6,200,000.00

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 HARRIS COUNTY DOMESTIC VIOLENCE COORDINATING COUNCIL

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 is hereby authorized to execute, for and on behalf of Harris County, the First Amendment to the Master Agreement to update the budget (Exhibit B), at no cost to the County. 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.