

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

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Fifth Amendment to the Agreement is made 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 Harris County Budget Management Department (the "Department"), and BakerRipley ("Contractor"). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

***Recitals***

On February 9, 2021, Commissioners Court approved the Agreement with BakerRipley ("Master Agreement"), pursuant to Section 81.027 of the Texas Local Government Code, and §501 of the Consolidated Appropriations Act, 2021 (Pub. Law 116-260) (the "Act"), for the administration of the 2021 Emergency Rental Assistance Program for the Department (the "Services").

Later, on May 25, 2021, March 22, 2022, April 26, 2022 and again on June 28, 2022 Commissioners Court approved the first four Amendments, respectively, to the Master Agreement which extended the Term, modified the Program Fund and Contractor's Fee, required additional Services and reporting from Contractor, modified the and clarified certain additional terms and conditions in the Master Agreement.

The Parties now desire to further amend the Master Agreement to (i) modify the Term slightly, (ii) further increase the Program Fund by an additional \$1,332,000 and (iii) increase the Contractor's Fee for the remainder of the Term (the "Fifth Amendment").

***Terms***

I.

This Fifth Amendment shall be governed by the Master Agreement which is incorporated herein by reference as if set forth word for word.

II.

Section 3 of the Agreement, as amended, is further modified such that the Term of the Agreement will expire, unless earlier terminated, on December 29, 2022.

III.

Notwithstanding anything in the Master Agreement to the contrary, the second paragraph in Section 4(A) is amended to read as follows:

“For the remainder of the Term, specifically referencing the months of July through December, 2022 (the “Remaining Term”), Contractor will no longer receive payments based on a percentage of Program Funds distributed nor development costs other than as outstanding payments due to Contractor for the period prior to June 30, 2022. In lieu of the Fee, as defined in the Master Agreement, Contractor will be entitled to receive a Monthly Fee in the amounts provided below, within thirty (30) days following the County’s receipt of an invoice and all required support documentation, including required reports:

July, 2022:	\$161,688.00
August, 2022:	\$151,327.00
September, 2022:	\$179,661.00
October, 2022:	\$212,658.00
November, 2022:	\$205,398.00
December, 2022:	\$165,327.00

This Monthly Fee is in addition to the Program Fund and incorporates all charges such as labor, equipment, material, delivery, and any other costs incurred, including all costs associated with application processing, landlord enrollment, Duplication Detection and recoupment, and data system/reporting.”

#### IV.

Notwithstanding anything in the Master Agreement to the contrary, the second paragraph in section 6(A) is amended to read as follows:

“Throughout the Remaining Term, the maximum total compensation that Contractor may become entitled to for the Services performed during the Remaining Term, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$1,076,059.”

#### V.

Notwithstanding anything in the Master Agreement to the contrary, Section J in Article II of Exhibit A, Scope of Services, is amended to read as follows:

J. Throughout the Remaining Term, Contractor agrees to adhere to the following performance metrics: (i) disburse at least \$1,800,000 in Program funds on a monthly basis, with an additional \$87,500, \$622,250, and \$622,250 to be disbursed in September, October, and November respectively (with Contractor assuming no liability from failure to meet the disbursement target when failure is due to lack of applications, landlord enrollments, and eligible tenants); (ii) complete Landlord verifications for all new Landlords that have

Tenants that have applied for the 2022 Eviction Intervention Program within fourteen (14) days of enrollment, and (iii) initiate the reallocation process by sending first allocation letters to all Landlords with duplicate payments by August 31, 2022, and diligently follow through with all processes required of Contractor related thereto. Monthly reports of such activity progress by Contractor will be provided to the County as a part of the monthly reports required by Section II(G) provided above.

VI.

In the event of any conflict between this Fifth Amendment to Agreement and the Master Agreement, the terms of this Fifth Amendment shall govern. All other conditions between the parties shall remain in full force and effect.

VII.

Exhibit "C-2" is hereby replaced with Exhibit "C-3" which is attached hereto is made a part of this Agreement. Any and all references to Exhibit "C", "C-1" or "C-2" shall be deemed to be references to Exhibit "C-3".

VIII.

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

*Signatures to Follow on Next Page*

BAKERRIPLEY

HARRIS COUNTY

By: Claudia Aguirre  
Name: Claudia Aguirre  
Date: Sep 9, 2022

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Randy Keenan  
Randy Keenan  
Assistant County Attorney  
C.A. File: 22GEN3375

### EXHIBIT C-3: FEDERAL AWARD IDENTIFICATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match name associated with its unique entity identifier): BakerRipley
- Subrecipient's unique entity identifier (DUNS): 073032765
- Federal Award Identification Number (FAIN): ERA0203
- Catalog of Federal Domestic Assistance (CFDA) Number: 21.023
- Federal Award Date: January 20, 2021
- Subaward Period of Performance Start and End Date: Feb. 9, 2021 through Dec. 29, 2022
- Amount of Federal Funds Obligated by this Agreement: \$44,858,402.50 for the period Feb. 9, 2021 through June 30, 2022 and \$2,408,059 for the period July 1, 2022 through Dec. 29, 2022
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: \$44,858,402.50 for the period Feb. 9, 2021 through June 30, 2022 and \$2,408,059 for the period July 1, 2022 through Dec. 29, 2022
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: \$44,858,402.50 for the period Feb. 9, 2021 through June 30, 2022 and \$2,408,059 for the period July 1, 2022 through Dec. 29, 2022
- Federal Award Program Description: Harris County has received funds pursuant to the CAA. The CAA established the Emergency Rental Assistance Program (ERAP) and Harris County received an allocation of funds from the CAA the CAA under Section 501 of the Consolidated Appropriations Act 2021 (Pub. Law 116-260). Harris County has elected to distribute funding from the SLFRF to eligible subrecipients.
- Name of Federal Awarding Agency: Department of Treasury
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Harris County Budget Management Department, Attn: Janet Gonzalez, 1001 Preston, Suite 500, Houston, TX 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable

## ORDER OF COMMISSIONERS COURT

Authorizing execution of an amendment

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 \_\_\_\_\_, 2022 with all members present except \_\_\_\_\_.

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

### **ORDER AUTHORIZING EXECUTION OF AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND BAKER RIPLEY**

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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 adopted follows:

**IT IS ORDERED** that County Judge is hereby authorized to execute for and on behalf of Harris County an Amendment to the Agreement between Harris County and BakerRipley for the purpose of slightly modifying the Term, and further increasing the Program Fund and the Contractor's Fee for the remainder of the Term, said Amendment being 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 purposes of this order.