



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

February 14, 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): East Harris County Empowerment Council
Amount: \$1,002,045 previously approved funds for the term 10/10/2023 - 11/30/2026
0 additional funds for the term 10/10/2023 - 11/30/2026
\$1,002,045

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

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

Sincerely,

DeWight Dopslauf
Purchasing Agent

GGZ
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA FEBRUARY 27, 2024



SECOND AMENDMENT TO THE SUBRECIPIENT AGREEMENT BETWEEN HARRIS COUNTY AND EAST HARRIS COUNTY EMPOWERMENT COUNCIL

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 East Harris County Empowerment Council (“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 Agreement (the “Agreement”) wherein Subrecipient agreed conduct outreach to established community partners, stakeholders, and childcare providers to develop a community-based plan for increasing the quality of local childcare through targeted investments (the “Services”) for the Early Learning Quality Network program (the “Program”) in response to the COVID-19 pandemic.

On December 19, 2023, the Parties amended the Agreement for the first time (the “First Amendment”) to rename the Department from the Office of County Administration to the Department of Economic Equity and Opportunity, to reflect the County’s internal reorganization, such that “Department” references the Department of Economic Equity and Opportunity.

The Parties now desire to amend the Agreement for the second time (the “Second Amendment”) for the purpose of updating the Harris County ARPA Projects Budget Information contained in Exhibit B in 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, which is incorporated herein by reference as though fully set forth word for word.

2) BUDGET EXHIBIT

The Harris County ARPA Projects Budget Information contained in Exhibit B of the Agreement is hereby replaced with the updated Harris County ARPA Projects Budget Information, attached

hereto as Exhibit A and incorporated herein by reference. The updated Harris County ARPA Projects Budget Information applies from the Effective Date of the Agreement, as defined in the Agreement. There is no change in the Limitation of Appropriation in the Agreement.

3) 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 Master Agreement and the First Amendment, this Second 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

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.

EAST HARRIS COUNTY
EMPOWERMENT COUNCIL

By: 
Name: Terence Narisse
Title: CEO
Date: 2/21/2024

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Manasi Tahiliani
Manasi Tahiliani
Assistant County Attorney
C.A.O File No: 24GEN0167

EXHIBIT A

Updated Harris County ARPA Projects Budget Information

(follows behind)

Applicant Name: East Harris County Empowerment Council

Bonfire Number: _____

Harris County ARPA Projects Budget Information

Section A - Budget Categories						
1.	Object Class Categories	Award Year				
		Description	Year 1	Year 2	Year 3	Total
	a. Personnel	Project Director .25FTE at \$85,000, Project	\$183,100	\$234,976	\$234,986	\$653,062.00
	b. Fringe Benefits	For FTEs, 30% of the salary for fridge	\$54,517	\$69,050	\$69,050	\$192,617.00
	c. Travel	200 miles a month for 12 months at	\$1,572	\$1,572	\$1,572	\$4,716.00
	d. Equipment					\$0.00
	e. Supplies	Laptop for staff at \$1500, Office	\$11,850	\$9,800	\$9,800	\$31,450.00
	f. Contractual	Strategic Coordinator at \$30,000 and	\$30,000	\$0	\$0	\$30,000.00
	h. Other					\$0.00
	i. Total Direct Charges (sum of 1a-1h)		\$281,039.00	\$315,398.00	\$315,408.00	\$911,845.00
	j. Indirect Charges	10% of direct costs to include	\$28,000	\$31,100	\$31,100	\$90,200.00
	k. Totals (sum of 1i-1j)		\$309,039.00	\$346,498.00	\$346,508.00	\$1,002,045.00
Section B - Other Resources						
	(a) Other Funding Program or Source	(b) Applicant	(c) Other Federal	(d) Other Sources	(e) Totals	
2.					\$0.00	
3.					\$0.00	
4.					\$0.00	
5.					\$0.00	
6.	Total (sum of lines 2 - 5)	\$0.00	\$0.00	\$0.00	\$0.00	
Section C - Forecasted Invoicing						
		Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
7.	Harris County Contract Funding	\$309,039.00	77259.75	77259.75	77259.75	77259.75
8.	Other Federal	\$0.00				
9.	Other Sources	\$0.00				
10.	Total (sum of lines 7 - 9)	\$309,039.00	\$77,259.75	\$77,259.75	\$77,259.75	\$77,259.75
Section D - Other Budget Information						
11. Direct Charges			12. Indirect Charges 10% of direct cost			
13. Optional Remarks						

Note: Items 11 and 12 have notes with further instructions.

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 EAST HARRIS COUNTY
EMPOWERMENT 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:

	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 is hereby authorized to execute for and on behalf of Harris County a Second Amendment to the Subrecipient Agreement with East Harris County Empowerment Council for the purpose of updating the Harris County ARPA Projects Budget Information contained in Exhibit B in the Agreement. 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.