

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
GRANT MANAGEMENT AND ADMINISTRATION ASSISTANCE**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and MPACT Strategic Consulting, LLC (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide certain professional consulting services to support Disaster Recovery Grant Management and Administration Services for the County, as a result of the past sequence of severe storms and flooding in 2015 and 2016, and Hurricane Harvey-related recovery efforts, (hereinafter “Services”); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services to County as defined in proposal letter dated January 9, 2020, (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the County, upon request of the County Judge, shall immediately be removed from association with the County.

Section 3. Compensation and Payment

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Proposal described in Exhibit A is a fee in an amount not to exceed fifty thousand dollars and no/100 (\$50,000.00) including reimbursable expenses. In no case shall the amount paid by the County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties. Travel expenses submitted for reimbursement must be incurred in accordance with the County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.

3.2 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by the County Auditor, one (1) electronic (pdf) and/or one (1) original invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of fifty thousand dollars and no/100 (\$50,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed fifty thousand dollars and no/100 (\$50,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin upon final execution of this Agreement and end no later than September 30, 2020. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County’s reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant’s final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County’s right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days’ prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers’ Compensation insurance. Substitutes to genuine Workers’ Compensation Insurance will not be allowed. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has

had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent Consultant, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Auditor
301 Jackson Street
Richmond, Texas 77469

Consultant: MPACT Strategic Consulting, LLC
Attn: Angelique Bartholomew
4635 Southwest Freeway, Suite 700
Houston, Texas 77027

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker’s Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Representation

16.1 Consultant represents to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

16.2 Consultant represents to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

MPACT STRATEGIC CONSULTING, LLC

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent – Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR’S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Grant Management & Administration Technical Assistance
ENGAGEMENT LETTER

Prepared for: Fort Bend County, Texas

Prepared by: MPACT Strategic Consulting, LLC

Due Date: January 15, 2020



Contact Info:

Angelique Bartholomew
MPACT Strategic Consulting LLC
4635 Southwest Freeway, Suite 700
Houston, Texas 77027
(346) 262-4366



Fort Bend County
Grant Management and Administration Assistance

January 9, 2020

Mr. Ed Sturdivant
County Auditor
Fort Bend County
301 Jackson Street
Richmond, TX 77469

Mr. Sturdivant,
MPACT Strategic Consulting LLC (MPACT) is pleased to submit this engagement letter to provide professional services to support Disaster Recovery Grant Management and Administration services (the "Services") for Fort Bend County ("the County" or "Client"), as a result of the past sequence of severe storms and flooding in 2015 and 2016 and Harvey related recovery efforts.

Our team is prepared to assist the County with the review and development of policies, and procedures related to 2CFR-200 and multiple funding sources (e.g. FEMA, FHWA, TDEM, HUD, etc) and pending documentation requirements for reimbursement from the State or federal government. .

We recognize the tremendous need for the County to address compliance across these funding sources to ensure projects are properly procured, funded and tracked according to all regulations and requirements.. The common goal is to avoid any possible findings through third party review and oversight support.

For each project that we agree to undertake, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, and the applicable Statement of Work (together, this "Agreement").

Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of two (2) years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

Please sign this letter and the Statement of Work in the spaces provided to indicate your agreement with these arrangements and return it to Angelique Bartholomew (abartholomew@mpact-consulting.com) at your earliest convenience.

If you have any questions about any of these materials, please do not hesitate to contact Angelique Bartholomew (346) 262-4366 or Spurgeon Robinson (281-672-0321) so that we can assist you.

We trust you will find our Firm Profile and the Statement of Work conveys our knowledge and capacity to assist Fort Bend County Grant Management & Administrative Services needs.

Angelique Bartholomew

Angelique Bartholomew
Vice President

Firm Profile

MPACT Strategic Consulting LLC

MPACT Strategic Consulting LLC (MPACT) is a consulting and advisory services firm specializing in Emergency Management and Disaster Recovery. Our team provides leadership and expertise in Program Strategy & Design, Program Management, Emergency Preparedness, Response, Recovery and Resiliency. Our team has also led and participated in disaster recovery implementations and activities for project management and resiliency, grant administration, communication & outreach, case management, training and compliance & monitoring services. MPACT is also a certified Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) and federal small business 8(a) certified firm.

The MPACT team of consultants are instrumental in providing Federal Emergency Management Agency (FEMA) and US Department of Housing & Urban Development (HUD) Community Development Block Grant for Disaster Recovery (CDBG-DR) grant management and disaster recovery assistance to Federal, State and local government entities. Our team of experts have and continue to assist communities across the nation to prepare, train and recover from some of the largest natural disasters and have demonstrated both leadership and effectiveness to speed the pace of recovery and rebuild more resilient communities.

SERVICES AND CAPABILITIES



Our experienced team has participated in multiple federally funded disaster recovery programs and projects valued at \$100 million to over \$25 Billion. In addition to these roles, our team members have consulted and led FEMA and CDBG-DR funded programs that required expert technical assistance including policy development, regulatory support & analysis, project management, program design & implementation, regulatory & compliance monitoring, response planning, fiscal management, training and vendor oversight & management.

I. Statement of Work

This Statement of Work (SOW), defines the agreement between MPACT Strategic Consulting LLC (“MPACT” or “Consultant”) and Fort Bend County (the “County” or “Client”).

Scope of Services

As it relates to this SOW, the Client makes all management decisions and performs all management functions in relation to its federal disaster grant funding. The Client shall designate a sponsor to coordinate Consultant’s efforts within the Client and to coordinate the interaction with FEMA, HUD, Federal Highway Administration (FHWA) and/or the State of Texas Division of Emergency Management (TDEM) representatives. In addition, this sponsor will assist relative to technical programmatic, accounting and finance issues, questions and/or requests as the project will need to obtain appropriate and accurate accounting data.

MPACT shall advise the Client with regards to various needs arising out of FEMA Public Assistance Program (PA), Hazard Mitigation Grant Program (HMGP), FHWA and/or CDBG-DR funded programs resulting from the severe storms and flooding in Texas. These may involve, policies, guidelines, project management activities and written procedures including, but not limited to:

- Attend meetings with and assist the Client in responding to inquiries from FEMA, HUD and State agencies;
- Review and update/revise policies and procedures for compliance with federal and state regulations;
- Assist in identifying eligible costs and appropriate funding sources;
- Review procurements for proper application of federal 2 CFR requirements;
- Review and update documentation and compliance requirements;
- Assist with appeals and reconciliations with HUD, FEMA, FHWA and/or TDEM; and/or
- Assist with presentation to county agencies and constituents

The following are specific tasks associated with the above activities:

I. **Review of Grant Documentation and Submission:** Review submitted analysis and tabulation of information related to FEMA, HUD FHWA and TDEM grants, including the types of information necessary for grant documentation, procurement, financing and advising as needed in submission of such information. Consultant shall advise regarding the customary analyses and disclosures needed in support of any such grant. Consultant shall advise in the tabulation and analysis of project scope procurement, statements and schedules that summarize the grant and supporting documentation.

II. **Respond to Questions and Inquiries:** Consultant shall respond to fact based questions regarding the Client's grants as they relate to information, and support documents underlying them. At the Client's request, Consultant shall attend meetings with the Client related to agency funding sources such as TDEM FEMA, HUD, and/or their representatives to answer such fact based questions. Consultant shall not negotiate the grants, as the amounts, resolution and settlement of the grants is the responsibility of the Client. Consultant shall be available upon request to provide feedback and advice relating to any analysis, development of documentation policy plan mapping prepared for funding agencies or their representatives.

Limitations on scope

The Services are advisory in nature. MPACT will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by applicable professional standards. None of the Services or any Reports will constitute any legal opinion or advice. None of the Services or any Reports will constitute any tax opinion or advice.

We will not identify, address or correct any errors or defects in your computer systems, other devices or components thereof ("Systems"), whether due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Your specific obligations



Fort Bend County
Grant Management and Administration Assistance

You shall notify us promptly in writing upon becoming aware of (A) changes in the status of the Matter in connection with which the Services are provided, or (B) objections or issues with respect to the performance of the Services.

Specific additional terms and conditions

We do not provide any assurance that our work and findings will either support or contradict any particular position. The County agrees that, because the Services are limited in nature and scope, they cannot be relied upon to discover all documents and other information, or provide all analyses, that may be important to you or any matter. Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

Timetable

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services, upon a "Notice to Proceed" by the County or within 30 days of the date of this letter.

Contacts

You have identified Fort Bend County Auditor, Ed Sturdivant, as your contact with whom we should communicate about these Services. Your contact at MPACT for these Services will be Spurgeon Robinson and Angelique Bartholomew.

Fees General Terms and Conditions of the Agreement address our fees and expenses generally. The obligation to pay our fees is not contingent upon the nature of our findings or the outcome of the Matter. A portion of the fees and expenses you incur for these services may be eligible for reimbursement as Direct Administrative Costs (DAC) under the FEMA PA Program or Administrative Costs under the HUD CDBG-DR Program.

We shall perform services under this agreement at the Client's direction not to exceed Fifty Thousand dollars (\$50,000.00). You shall pay our fees for the Services (and you shall use your best efforts to assist in our timely collection of all amounts due) based on actual time incurred at the following hourly rates, plus expenses:

<u>Staff Level</u>	<u>Hourly rate</u>
Principal or Subject Matter Expert	\$225
Project Manager	\$200
Senior Manager	\$180
Manager	\$130
Analyst	\$75
Staff/Admin	\$55

We will bill you for our fees and expenses incurred (and applicable taxes, if We will bill the County for our fees and expenses incurred monthly, in summary fashion, including information as to total hours and applicable rates. Payment is due upon receipt of our invoice. All amounts due must be paid to us in full before we will issue any Report or provide testimony, or upon settlement or other resolution of the Matter.

In witness whereof, the parties have executed this SOW as of the date set forth above.



**Fort Bend County
Grant Management and Administration Assistance**

MPACT Strategic Consulting LLC

ACCEPTED BY:

Fort Bend County

By _____

Name: Ed Sturdivant, CPA

Title: County Auditor

Address: Fort Bend County

301 Jackson Street

Richmond, TX 77469