

STATE OF TEXAS §  
COUNTY OF FORT BEND § KNOW ALL BY THESE PRESENTS:  
§

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
EMERGENCY MANAGEMENT AND GRANT MANAGEMENT SERVICES  
COVID-19**

THIS FIRST AMENDMENT, 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.

WHEREAS, the parties have executed and accepted that certain Agreement for Professional Consulting Services Emergency Management and Grant Management Services COVID-19 (the “Agreement”), on or about April 14, 2020; and

WHEREAS, County wishes to obtain additional services from Contractor that are within the Scope of Services sought under the Agreement and provided by Contractor under the Agreement; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein;

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. The Scope of Services is amended to include those additional services as listed in Task Order No. 2 (attached hereto as Exhibit A).
2. The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by two hundred thousand dollars and no/100 **(\$200,000.00)** bringing the new Total Maximum Compensation to four hundred fifty thousand dollars and no/100 **(\$450,000.00)**. In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation without an approved Amendment.

Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall prevail with regard to the conflict.

*{Execution Page Follows}*

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

**FORT BEND COUNTY**

**MPACT STRATEGIC CONSULTING,  
LLC**

\_\_\_\_\_  
KP George, County Judge

*Spurgeon Robinson*  
\_\_\_\_\_  
Authorized Agent- Signature

\_\_\_\_\_  
Date

Spurgeon Robinson  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

06/16/2020  
\_\_\_\_\_  
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.

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Robert Ed Sturdivant, County Auditor

# EXHIBIT A



## **FORT BEND COUNTY, TEXAS**

### **TASK ORDER NO. 0002**

In accordance with the Contract Award Notice dated April 14, 2020 issued by **Fort Bend County, Texas** (County) to **MPACT Strategic Consulting (MPACT)** the following is a proposed Amendment to the Agreement for an additional Task Order Scope.

**PROJECT: COVID-19 Emergency Management and Grant Management Services for Fort Bend County, Texas**

#### **TASK 2: Technical Assistance**

**2.2.** Provide implementation activities as necessary to ensure compliance and operational support for programs developed and designed for COVID-19 response due to the public health emergency with respect to COVID-19. These activities may include:

- Training and development of operating procedures or protocols in compliance with CARES ACT;
- Call center and/or case management support and operations;
- Development, review and/or implementation of policies and procedures;
- Activities necessary to support compliance with programs implemented using CARES ACT or multiple funding sources; and/or
- Document management support.

#### **COMPENSATION**

For this Task and Scope Amendment, the additional fee for these services is \$200,000.00 for the County's Coronavirus (COVID-19) Relief Program thereby increasing the Agreement's and Consultant's Total Fee to a not to exceed amount of \$450,000.00.