

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AMENDMENT TO AGREEMENT FOR
CONTINGENCY ALL HAZARDS CONSULTING SERVICES
PURSUANT TO RFP 19-041**

THIS 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 Tetra Tech, Inc., (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Contingency All Hazards Consulting Services on July 9, 2019, (hereinafter “Agreement”) pursuant to RFP 19-041; and

WHEREAS, the parties desire to amend the Agreement for the provision of additional services under the Agreement.

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

1. County shall pay Consultant six hundred ten thousand five hundred eighty dollars and 00/100 (\$610,580.00) to assist the County with the appeals process for the Rental Assistance Program, as described in Consultant’s Proposal dated May 19, 2021, attached hereto as Exhibit “A” and incorporated herein for all purposes (“Services”).
2. The Maximum Compensation for the performance of Services under this Amendment is six hundred ten thousand five hundred eighty dollars and 00/100 (\$610,580.00). In no case shall the amount paid by County under this Amendment exceed the Maximum Compensation without a written agreement executed by the parties
3. Time for performance of the Services under this Amendment shall begin with receipt of the Notice to Proceed and end no later than one hundred eighty (180) calendar days thereafter. Consultant shall complete the tasks described in Exhibit A, within this time or within such additional time as may be extended by the County.
4. 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.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

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

TETRA TECH, INC

KP George, County Judge



Authorized Agent – Signature

Date

Jonathan Burgiel
Authorized Agent – Printed Name

ATTEST:

Business Unit President
Title

Laura Richard, County Clerk

06/21/2021
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

Proposal to Fort Bend County, Texas for Consulting Support for COVID-19 Programs

Submitted To:

Mr. Robert "Ed" Sturdivant
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Richmond, TX 77469
281-341-3760
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Submitted by:

Technical representative:

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Phone: (713) 737-5763
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Contractual representative:

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A. Introduction

Fort Bend County, Texas (County) is one of many communities within the State of Texas who has been identified as a direct recipient by U.S. Treasury for COVID-19 funding as well as funding support by other federal agencies. Tetra Tech is available to offer support through the submittal of this proposal to mobilize and provide Consulting Support to the County as a part of programs funded by COVID-19 related legislation.

Tetra Tech is pleased to submit the following Task Order Proposal to provide the County with recovery management consulting services through the following tasks:

- Task 1: Project Startup
- Task 2: Implementation of Appeals Process
- Task 3: Reclaimed Payment Processing
- Task 4: Project Management and Technical Assistance (OPTIONAL)

B. Scope of Work

Task 1 – Project Startup

The County and Tetra Tech agree that the Team will provide consulting services associated with the County's appeals process:

- Conduct Kickoff Meeting with the County Staff and current vendors to gather data on each of the public-facing programs
- Confirm list of applicable programs that are in need of the appeals process
- Assisting County with developing Appeals Policies and Procedures (P&P) for each of the identified programs

At the completion of this task Tetra Tech will provide the County with meeting notes from the kickoff meeting and an Appeals Policies and Procedures and Reclaimed Payment Processing Policies and Procedures for the programs identified by the County.

Task 2 – Implementation of the Appeals Process

Upon finalization of the Policies and Procedures for the programs, Tetra Tech will augment the County's current program by dedicating staff to each program. Tetra Tech staff will:

- Receive appeals through the County's Point of Contact
- Make contact with the appellant
- Review submitted file and denial
- Obtain additional data as needed
- Make recommendation to the County for further action
- Provide application decisions to applicants including documentation of reasons for denied applications

Tetra Tech anticipates assigning approximately 2 staff for 180 working days for the Emergency Rental Assistance Program (ERAP) and additional staff for 180 working days to the other programs including (Child Care, Food Assistance, Rent & Utility, Small Businesses and Mortgage Assistance) pursuant to the request by the County. In addition, Tetra Tech will assign part-time Senior Analyst and Analyst for management and oversight of the operation.

Task 3 – Reclaimed Payment Processing

In the event that the County notifies Tetra Tech of incorrect payment to individuals or businesses as part of COVID-19 public facing programs, Tetra Tech will act on the County's behalf to conduct outreach to those individuals for the recapture of federal funds.

Tetra Tech's period of performance for this task is anticipated at 180 days. We estimate working 5 days per week, 8 hours per day. In addition, Tetra Tech will assign part-time Senior Analyst and Analyst for management and oversight of the operation.

Task 4 – Project Management and Technical Assistance (OPTIONAL)

At the request of the County, Tetra Tech will assist the County with project management and technical assistance for future public-facing COVID-19 programs. Tasks may include:

- Execute intake and processing of applications for funding/grants
- Execute intake and cursory reviews of reimbursement request to identify ineligible, misaligned, or incomplete reimbursement packets.
- Provide technical assistance to applicants to address noted issues with reimbursement request packets.
- Perform detailed review of eligible reimbursement request and applicable supporting documentation.
- Make eligibility recommendations in accordance with outlined compliance requirement of the applicable grant funding stream.
- Document eligibility decisions and reconcile against applicable reimbursement histories to minimize potential for duplication of benefits or potential fraud, waste, and abuse.
- Notify applicants of eligible amounts approved and compliance requirements for the applicable funding source(s).
- Provide corrective action plans to help recipients address or overcome ineligibility determinations.

C. Project Costs

The proposed estimated budget of **\$610,580** is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech for Tasks 1 - 3.

The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates as set forth in the Master Services Agreement between the County and Tetra Tech (Job No. 19-041 for All Hazards Planning), dated July 9, 2019. Table 1 shows the estimated cost breakdown by task. Table 2 outlines the anticipated staff positions and level of effort for these services.

Table 1: Estimated Cost Breakdown by Task [1] [2]

Task	Estimated Total
Task 1: Project Startup	\$24,800
Task 2: Implementation of the Appeals Process	\$482,248
Task 3: Reclaimed Payments	\$103,532
Task 4: Project Management and Technical Assistance	TBD
Estimated Total	\$610,580

Table 2: Estimated Cost Breakdown by Labor Category [1][2]

Title	Estimated Hours	Hourly Rate	Estimated Total
Senior Program Manager	420	\$155.00	\$65,100
Consultant II	1,040	\$112.00	\$116,480
Consulting Aide	5,720	\$75.00	\$429,000
Estimated Total			\$610,580

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one deliverable and more hours within another deliverable.

D. Assumptions

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **On-Site/Remote Support.** This budget assumes this assistance will be provided by remote staff.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format or paper copy upon request.
- **Access to Key Personnel.** Availability of the County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Exclusions for Reclaimed Payments.** Tetra Tech's role in the reclaimed payments is to notify the individual or business receiving the incorrect payment
- **Invoicing / Payment.** The County will be invoiced monthly. Payment terms are net 30 days.
- **Proposal.** This proposal is based on our current understanding of the project and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the County. The final approved proposal will be part of the awarded Contract/Purchase Order by reference or incorporated as an exhibit.