

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR CONTINGENCY ALL HAZARDS CONSULTING SERVICES PURSUANT TO RFP 19-041 – NON-PROFIT ASSISTANCE PROGRAM

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

WHEREAS, the parties executed and accepted an agreement on December 14, 2021, and as amended on or about August 2, 2022, wherein certain support services for all-hazards, inclusive of, preparedness, response, and recovery support be provided by Consultant (hereinafter the “Agreement”) pursuant to the advertised specifications of RFP 19-041; and

WHEREAS, the parties desire to amend the Agreement to reflect the change in Services to be provided, increase the total Maximum Compensation, and update the Federal Clauses under the Agreement.

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

1. County shall pay Consultant an additional Five Hundred Ten Thousand, Six Hundred Ninety-One dollars and 00/100 (\$510,691.00) to perform the revised Services as described in the Revised Task Order Budget Summary (dated December 2, 2022) attached hereto as Exhibit “1” and incorporated herein for all purposes.
2. The Maximum Compensation payable to Consultant for all Services rendered is hereby increased to an amount not to exceed Nine Hundred Forty-Three Thousand, Two Hundred Forty-One dollars and 00/100 (\$943,241.00) authorized as follows:

 \$432,550.00 under the Agreement; and

 \$510,691.00 under the Second Amendment
3. In no case shall the amount paid by County for all Services under the Agreement and this Second Amendment exceed the Maximum Compensation without a written agreement executed by both parties.
4. The Time of Performance under the Agreement is hereby extended to September 30, 2023.

5. In addition to the Federal Clauses stated in the Agreement, Consult represents that it is and will remain in compliance with all federal and or state terms as stated in Exhibit 2.
6. As referenced in the Task Order Proposal for Fort Bend County, TX RFP #19-041 in the Agreement and the Revised Task Order Budget Summary (attached as Exhibit 2), Consultant will provide compliance guidance based on US Treasury guidelines and finalize Standard Operating Procedures to County. When Consultant provides the aforementioned items to County, Consultant will forward a copy of the same to the County Attorney's Office.

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


(Execution Page Follows)

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FORT BEND COUNTY

HAGERTY CONSULTING, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Bradley R. Grining

Authorized Agent – Printed Name

ATTEST:

Chief Operating Officer

Title

Laura Richard, County Clerk

2/28/2023

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 1: Revised Task Order Budget Summary (dated December 2, 2022); and
Exhibit 2: Federal Clauses

Exhibit 1



Revised Task Order Budget Summary

To: Ed Sturdivant, Fort Bend County Auditor

From: John H. Hageman, Hagerty Consulting

Copy: Garrett Ingoglia, Hagerty Consulting; Katie Freeman, Hagerty Consulting; Monica Cardin, Hagerty Consulting

Date: December 2, 2022

Subject: Extended Time of Performance and Revised Task Order Budget for Fort Bend County American Rescue Plan Act Non-Profit Reporting Program Support

The following provides the additional amount requested for Hagerty Consulting, Inc. (Hagerty) to continue providing consulting services through the duration of the Fort Bend County's (the County) Non-Profit Grant Program. The additional amount requested also includes supporting the County with non-profit closeout, as requested by the County. More specifically, this includes reviewing information submitted by non-profits from the applications and quarterly compliance reporting to determine consistency with related data within the forms, financial statements, reports, and documents.

The revised budget, totaling \$943,241.00, will enable Hagerty to continue our support to the County through November 30, 2024.

On December 19, 2021, Hagerty entered into a task order agreement with the County to provide oversight and monitoring to non-profits who received *American Rescue Plan Act* (ARPA) funding from the County. The initial budget submitted with this task order totaled \$222,155.00. On August 2, 2022, the County extended the Time of Performance to November 30, 2022 and increased the task order budget to \$432,550.00.

The task order agreement provides the County with the ability to request that Hagerty provide additional support consistent with the scope of work. In order to support the County's request for Hagerty to continue to provide consulting services through November 30, 2024, this modification will:

1. Extend the period of performance to November 30, 2024; and

CHICAGO

1618 ORRINGTON AVE, SUITE 201
EVANSTON, IL 60201

847-492-8454

Exhibit 1

2. Increase the task order budget by \$510,691.00, for a total task order value of \$943,241.00.

The table on the following page provides the scope of work requested by the County and the requested task order increase amount.

FOR MORE INFORMATION

For more information regarding this memo, please feel free to reach out to:

John Hageman, Hagerty Consulting, Inc.

John.Hageman@hagertyconsulting.com

847-421-6259

Fort Bend County Revised Budget (December 1, 2022 through November 30, 2024)

Assumptions in the budget provided are based on ongoing conversations with the County. Additional tasks can be included upon the County's request.

Activity	Budget Assumptions	Project Manager III		Project Manager II		Program Planner		Assistant Planner		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1. Program Management											
1a. Project Management: Client bi-monthly meetings and internal project planning calls.	30 minute monthly meeting with the County. 30 minute internal meeting monthly.	12	\$2,400	24	\$4,080	12	\$1,740	12	\$1,500	60	\$9,720
Subtotal		12	\$2,400	24	\$4,080	12	\$1,740	12	\$1,500	60	\$9,720
2. Program Administrative Tools Development											
2a. Update Standard Operating Procedures to account for Subrecipient Closeout.	Draft, review, and finalize updated Standard Operating Procedures	1.5	\$300	3	\$510	10	\$1,450	0	\$-	15	\$2,260
Subtotal		1.5	\$300	3	\$510	10	\$1,450	0	\$-	15	\$2,260

3. Conduct Subrecipient Monitoring and Closeout

3a. Review invoices and supporting documentation to validated if funds were utilized on eligible expenditures.	Assumes that the County will have 4 beneficiaries who request reimbursement using invoices and supporting documentation on a quarterly basis (8 total quarters over 2023 and 2024). Assistant Planner: 12.5 hours per quarter per beneficiary Program Planner: 2.5 hours per quarter per beneficiary. Project Manager II: 4 hours per quarter to oversee.	0	\$-	32	\$5,440	80	\$11,600	400	\$50,000	512	\$67,040
3b. Conduct Subrecipient Monitoring for non-profit applicants who received SLFRF funding.	Assumes there are 78 subrecipients that need to be monitored quarterly through 2023. 8 total hours per subrecipient, per quarter. Assistant Planner: 3 hours per subrecipient, per quarter. Program Planner: 4 hours per subrecipient, per quarter. Project Manager II: 1 hour per subrecipient, per quarter.	0	\$-	312	\$53,040	1248	\$180,960	936	\$117,000	2,496	\$351,000
3c. Subrecipient Closeout for non-profit applicants who received SLFRF funding.	Assumes there are 78 subrecipients that will require closeout, with 25% of subrecipients closed out each quarter in 2024. 10 total hours per subrecipient to perform closeout. Assistant Planner: 3 hours per subrecipient. Program Planner: 6 hours per subrecipient. Project Manager II: 1 hour per subrecipient.	0	\$-	78	\$13,260	468	\$67,860	234	\$29,250	780	\$110,370
3d. Subrecipient Closeout Training	Plan, develop, and conduct 3 trainings for subrecipients on closeout.	0	\$-	6	\$1,020	6	\$870	12	\$1,500	24	\$3,390

3e. Subrecipient Technical Assistance	Assumes technical assistance for subrecipients on reporting, compliance, and other grant administration functions. Assumes monthly assistance to account for varied needs across subrecipients. Assistant Program Planner and Program Planner: 24 hours per month for 24 months (12 hours each) to account for complexity of technical assistance. Project Manager II: 4 hours per month for 24 months Project Manager III: As-needed assistance for extremely complex technical assistance.	24	\$4,800	96	\$16,320	288	\$41,760	288	\$36,000	696	\$98,880
<i>Subtotal</i>		24	\$4,800	524	\$89,080	2090	\$303,050	1870	\$233,750	4,508	\$630,680
Total		37.5	\$7,500	551	\$93,670	2112	\$306,240	1882	\$235,250	4,583	\$642,660
<i>(-) Amount Remaining on Task Order (as of 10/30/2022)</i>											\$131,969
Task Order Increase											\$510,691

Labor Category	Rate per Hour
Project Manager III	\$200
Project Manager II	\$170
Program Planner	\$145
Assistant Planner	\$125

Exhibit 2

CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.

Hagerty Consulting, Inc. (hereinafter "Contractor") understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions

Applicable to Contracts Covering Federally Financed and Assisted Construction’’). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland ‘‘Anti- Kickback’’ Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, ‘‘Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States’’). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers.

6. Rights to Inventions under a Contract or Agreement.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, ‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements’’.

7. Clean Air.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Government-wide Debarment and Suspension.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.

3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

11. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

12. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

13. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.