

STATE OF TEXAS §
COUNTY OF FORT BEND §

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

THIS TWELFTH AMENDMENT (“Twelfth 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 “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Consulting Services Emergency Management and Grant Management Services COVID-19, on or about April 14, 2020, as amended on June 23, 2020, August 4, 2020, October 13, 2020, December 15, 2020, March 23, 2021, June 22, 2021, September 28, 2021, September 7, 2022, December 23, 2022, August 8, 2023 and December 5, 2023 (collectively the “Agreement”); and

WHEREAS, County wishes to amend the Agreement to extend the Time of Performance and add additional funding;

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 Maximum Compensation payable to Contractor for the performance of Services is hereby increased to an amount not to exceed thirty-three million two hundred nine thousand nine hundred twenty-nine dollars and ninety-five cents (\$33,209,929.95) authorized as follows:

\$32,230,821.95 under the Agreement; and
\$924,300.00 under this Twelfth Amendment.

2. In no case shall the amount paid by County for all Services under the Agreement and this Twelfth Amendment exceed the Maximum Compensation without written agreement executed by both parties.
3. The parties agree the terms and conditions of the Agreement have remained in effect to date and are hereby extended to end no later than June 30, 2025

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 Twelfth Amendment and the Agreement, the provisions of this Twelfth Amendment shall prevail regarding the conflict.

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

FORT BEND COUNTY

MPACT STRATEGIC CONSULTING, LLC

KP George, County Judge

Authorized Agent – Signature

Spurgeon Robinson

Date

Authorized Agent – Printed Name

Spurgeon Robinson

ATTEST:

Title

President

Laura Richard, County Clerk

Date

09/30/2024

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

FORT BEND COUNTY, TEXAS

Amendment #12 Scope of Work (SOW)

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

CARES Act and ARPA - COVID-19 Emergency Response Scope Summary:

Task 1: Technical Assistance and Financial Reimbursement – CARES ACT, FEMA and ARPA

Task 2: Closeout

TASK SCOPE DESCRIPTION

- **Task 1:** COVID-19 Grant Management Technical and Financial Management Assistance for Fort Bend County. Activities include the continuation of Program Management; Program planning assistance; Data Reporting; Financial Management reviews and approvals for proper allocations of multiple funding sources; and financial reimbursement documentation and submission assistance which includes CARES Act, FEMA, HUD-CDBG-CV and ARPA.
- **Task 2:** Closeout of COVID-19, CARES ACT, FEMA and ARPA Grant Management Programs, including data capture, repository and transfer to County.

TASK 1: Technical Assistance and Financial Reimbursement – CARES ACT, FEMA and ARPA

- **Scope:**

Provide continued and necessary program management, quality assurance and reimbursement 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 all of the following:

 - Maintain program and management support staffing and technical assistance resources to support American Rescue Plan Act (ARPA) programs implemented by Fort Bend County to address and respond to the Coronavirus under the Federal ARPA.
 - Provide designated staffing for review and quality assurance of payments and fund distribution in compliance with the CARES Act, ARPA, CDBG-CV and FEMA;
 - Provide as required review and/or implementation of County and CARES ACT, ARPA, CDBG_CV and FEMA policies and procedures;
 - Perform activities necessary to support review, submission and compliance with additional programmatic needs using CARES ACT or all other multiple funding sources.
 - Provide Technical Assistance and document management support; and
 - Support of any other CARES ACT and ARPA program and operational needs of the county.



TASK 2: Closeout – CARES ACT, FEMA, ERA and ARPA

- **Scope:**

Provide closeout activities related to programs funded and implemented through ARPA, ERA and FEMA. Provide and coordinate data and document repository of all program related activities performed by MPACT and transition to the COUNTY for final review. The COUNTY will be responsible for maintaining all transitioned records for the duration of the audit retention period. These activities may include all of the following:

- Document and finalize all policies and procedures related to the ARPA and ERA programs.
- Transition software and maintenance of software including data and analytics to COUNTY systems or responsible entity for retention.
- Prepare and submit all data and records in a timely manner to the County for retention and review.
- Assist County with data inquiries and records retention when requested.
- Provide a closeout document and report of all transitioned material, data and files and provide a summary report.

COMPENSATION

For the defined Tasks and Scope of Work (SOW), the fees will be based upon MPACT’s submitted and approved Houston-Galveston Area Council (HGAC) negotiated rate schedule. The HGAC Schedule is provided below as Attachment A.

APPROXIMATE FEE BREAKDOWN:

FEMA PA	\$213,100.00
ARPA	\$711,200.00
TOTAL Not to Exceed amount of	\$924,300.00

PERFORMANCE PERIOD

Due to the current and extended public health emergency and exigent circumstances related to the Coronavirus Pandemic of COVID-19, this SOW performance period is estimated to begin July 1, 2024 for approximately 6 months, until December 31, 2025. This agreement can be extended or changed based upon circumstances related to the Coronavirus.



**FORT BEND COUNTY
COVID-19
PROJECT PROJECTION**

(ARPA Obligation deadline 12/31/24; Expenditure deadline 12/31/26)

Project Task Order Activities	LCAT	Proposed Staff	Hours	Rate	Total Budget
ARPA ADMIN	Manager	Beilby, Sandra	1000	\$ 115.00	\$ 115,000.00
	Analyst	El Far, Jalila	1500	\$ 90.00	\$ 135,000.00
	Project Manager	Ngoie, Vicky	800	\$ 205.00	\$ 164,000.00
	Manager	Sulaimon, Azeezat	1500	\$ 115.00	\$ 172,500.00
	Manager	Webb, Reginald	120	\$ 115.00	\$ 13,800.00
	Analyst	Analyst	200	\$ 90.00	\$ 18,000.00
TOTAL ARPA ADMIN PROJECTED COST FROM JULY 1, 2024 THROUGH DECEMBER 31, 2025					\$ 618,300.00
<i>Remaining Task</i> : Continue to review vendor invoices prior to the County's final review and processing. Two MPACT team members will scan invoices/proof of payments onsite (2/3 times a week for a period of 2 months (July - August 2024). Upon completion, MPACT will reconcile County's ARPA expenses with proof of payment from 2021 - 2025 to align with the most recent General Ledger for future auditing.					
ARPA TECH	Project Manager	Ngoie, Vicky	100	\$ 205.00	\$ 20,500.00
	Principal Tech Advisor	Robinson, Spurgeon	100	\$ 250.00	\$ 25,000.00
TOTAL ARPA TECH PROJECTED COST FROM JULY 1, 2024 THROUGH DECEMBER 31, 2025					\$ 45,500.00
<i>Remaining Task</i> : Continue to provide ARPA technical support and guidance on all ARPA funded projects. Management meetings are conducted weekly for an overall COVID-19 project status update.					
CARES ADM	Manager	Beilby, Sandra	20	\$ 115.00	\$ 2,300.00
	Analyst	El Far, Jalila	20	\$ 90.00	\$ 1,800.00
	Project Manager	Ngoie, Vicky	200	\$ 205.00	\$ 41,000.00
	Manager	Sulaimon, Azeezat	20	\$ 115.00	\$ 2,300.00
TOTAL CARES ADM PROJECTED COST FROM JULY 1, 2024 THROUGH SEPTEMBER 1, 2024					\$ 47,400.00
<i>Remaining Task</i> : The reconciliation task of invoices/proof of payment to align with the County's General Ledger of CARES Act expenses is complete. However, a 10% sample is in the process of being QC'd. Upon completion, the data will be transferred to the County's repository for future auditing. We previously lost copies of approved files for 17 local government. These files were accidentally deleted by a FBC employee. Within the next two months, PM will resume the task of recreating the approved documents by recovering the email communications prior to the data transfer.					
FEMA PA	Analyst	El Far, Jalila	500	\$ 90.00	\$ 45,000.00
	Project Manager	Ngoie, Vicky	800	\$ 205.00	\$ 164,000.00
	Project Manager	Smith, Don	20	\$ 205.00	\$ 4,100.00
TOTAL FEMA PA PROJECTED COST FROM JULY 1, 2024 THROUGH MARCH 1, 2025					\$ 213,100.00
<i>Remaining Task</i> - Continue working with both FEMA and TDEM until all RFI line items are met and remaining 7 projects totaling \$27M are obligated and closed out. An overall COVID-19 DAC project will be developed, submitted to FEMA on or before May 11, 2025 and monitored by MPACT until FEMA closeout.					
TOTAL COVID-19 PROJECTION AS OF JUNE 1, 2024 TO CLOSEOUT (December 31, 2025)					\$ 924,300.00



Attachment A

MPACT Strategic Consulting LLC

All Hazards Preparedness, Planning, Consulting & Recovery

Services Contract No.: HP08-21

Schedule of Jobs Title Billing Rate per hour	Billing Rate per hour
Principal	\$250.00
Subject Matter Expert	\$320.00
Project Manager	\$205.00
Senior Manager	\$160.00
Manager	\$115.00
Consultant/Analyst	\$90.00
Trainer	\$80.00
Administrative Assistant	\$48.00