

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS THIRTEENTH AMENDMENT (“Thirteenth 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, December 5, 2023 and November 12, 2024 (collectively the “Agreement”); and

WHEREAS, County wishes to amend the Agreement to obtain additional services from Contractor, and extend the Time for Performance under the Agreement;

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. County shall pay Contractor an additional amount not to exceed three hundred ninety-nine thousand, six hundred fifty and 00/100 dollars (\$399,650.00) to perform the additional Services, as described in Contractor's Scope of Work, attached hereto as Exhibit "A-13" and incorporated herein for all purposes.
2. The Maximum Compensation payable to Contractor for the performance of Services is hereby increased to an amount not to exceed thirty-three million six hundred nine thousand five hundred seventy-nine dollars and ninety-five cents (\$33,609,579.95) authorized as follows:

\$ 33,209,929.95 under the Agreement; and

\$ 399,650.00 under this Thirteenth Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Thirteenth Amendment exceed the Maximum Compensation without written agreement executed by both parties.

4. The Time of Performance under the Agreement shall extend to end no later than December 31, 2025.
5. 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 Thirteenth Amendment and the Agreement, the provisions of this Thirteenth Amendment shall prevail regarding the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Thirteenth 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

01/31/2025

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

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EXHIBIT A-13
SCOPE OF WORK (SOW)

FORT BEND COUNTY, TEXAS

Statement of Work (SOW)

PROJECT: DR-4798-TX Hurricane Beryl Vendor Invoice Review for Fort Bend County, Texas

TASK DESCRIPTION

In compliance with the FEMA Public Assistance documentation requirement, MPACT will provide Financial Management Assistance to Fort Bend County in support of Hurricane Beryl by conducting the review and approval of DR4798 vendor's invoices.

SCOPE OF WORK

MPACT will serve as an oversight for submitted DR 4798-TX Hurricane Beryl vendor invoices to Fort Bend County. Invoices will be reviewed for FEMA compliance and recommendations for payment approval will be submitted to Fort Bend County for final review and processing.

Activities include but not limited to:

- Track incoming invoices by vendor
- Ensure invoices are in compliance with contract and contractual obligations
- Ensure invoices are properly documented
- Ensure all timesheets are accounted for
- Ensure all hours claimed include daily activities
- Ensure activities conducted ties to eligible work
- Ensure invoices are properly documented
- Ensure proof of payment of all expenses are included
- Ensure mileage claimed are appropriately documented
- Repackage the submission for County's review and final process

COMPENSATION

For the defined Tasks and Scope of Work (SOW), the fees will be based upon MPACT's submitted and approved FEMA Public Assistance negotiated rate schedule.

Proposed Staff Member*	Position	Rate/Hr.	Estimated Number of Hours	Total
Jalila El Far	Analyst	\$90	310	\$ 27,900
Azeezat Sulaimon	Manager	\$115	100	\$11,500
Vicky Ngoie	Project Manager	\$205	50	\$ 10,250
Total				\$ 49,650

*Note Staff and hours may be changed by MPACT based on availability and/or approval by FBC Auditor.



PERFORMANCE PERIOD

Due to the County's immediate need to review vendors' invoices, this SOW performance period is estimated to begin September 5, 2024, for approximately 6 months, until March 5, 2025.

This agreement can be extended or changed based upon Fort Bend County's needs.

FORT BEND COUNTY, TEXAS

Scope of Work (SOW)

PROJECT: Fort Bend County Rental and Utility Assistance Program

ARPA/ERA2 COVID-19 - Scope Summary:

Task 1: Case Management/Applicant Support Services

Task 2: Program Closeout

TASK SCOPE DESCRIPTION

- **Task 1:** Program Services (Program Planning, Program Administration, and Data Reporting) for FBC Rental and Utility Assistance Program.
- **Task 2:** Closeout of FBC Rental and Utility Assistance Program, including data capture, repository and transfer to County.

TASK 1: Case Management/Applicant Support Services– ERA2

- **Scope:**

Fort Bend County has identified housing as a priority among the basic needs of the community. Due to the ongoing impacts of the COVID-19 crisis, many residents are still unable to sustain their rent payments and are at risk of eviction and displacement. In response, Fort Bend County has allocated up to \$2,000,000 for a rental and utility assistance program. Applications will be accepted from eligible households under the following guidelines:

- Up to 3 months of rental assistance for eligible applicants
- Up to \$2,000 per month to cover past due rent
- Up to \$500 per month to cover past due utility bills
- Payments will be made directly to the landlord on behalf of the eligible tenant (with household verification and agreement to terms and conditions). Restrictions apply for payments made directly to eligible tenant.

Activities may include all of the following:

- Provide case management and applicant support to the current ERA2 applicant pool using the MyTAAG software
 - Licenses and access will be provided by Contractor
- Collaborate with social services and nonprofit organizations for outreach and prevention of duplication of benefits
- Perform activities necessary to support review, submission, and compliance with additional programmatic requirements using ERA2 funds for payment to eligible applicants.

TASK 2: Program Closeout – ERA2

- **Scope:**

Provide closeout activities related to the rental and utility assistance program. Provide and coordinate data and document repository of 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 ERA2 program.
- 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.

LOCATION OF SERVICES

- Fort Bend County Precinct 2 Annex Building; or centralized location as defined by the County.

DELIVERABLES

Case Management Operations:

- Payment packages (invoices/transmittals) for up to the maximum of \$2,000,000 for all eligible applicants. A payment package is considered completed once it has been submitted to Fort Bend County for payment.
- Reports:
 - Weekly and Monthly progress reports

ASSUMPTIONS:

Fort Bend County to provide the following:

- Office space
- Phones
- Computers, Monitors, and power strips
- Printer and Scanner
- Office Supplies
- File Cabinet with lock

COMPENSATION

For the defined Tasks and Scope of Work (SOW), total costs will not exceed \$350,000.00 for case management services and billed monthly.

APPROXIMATE FEE BREAKDOWN:

Project Management - Rental and Utility Assistance	\$300,000.00
SBT MyTAAG Software	\$50,000.00
TOTAL Not to Exceed amount	\$350,000.00

PERFORMANCE PERIOD

This SOW performance period is estimated to begin November 1, 2024, for approximately 13 months, until December 31, 2025. This agreement can be extended or changed based upon circumstances related to ERA2 and ARPA funding requirements.