

**STATE OF TEXAS**

**COUNTY OF FORT BEND**

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## SECOND AMENDMENT TO AGREEMENT FOR PAYROLL VALIDATION SERVICES

This Second Amendment to Agreement for Payroll Validation Services (“Second Amendment”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and HAGERTY CONSULTING, INC. (“Consultant”), a corporation duly authorized to conduct business in the state of Texas. County and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, by execution of this Second Amendment, the Parties desire extend the time of performance or term.

- (1) Section 5 of the Agreement is amended in its entirety as follows:

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than December 31, 2025. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County as described in Consultant's Proposal dated January 29, 2025 and E-Mail correspondence dated January 30, 2025, attached as "Exhibit A-2" and incorporated by reference for all intents and purposes.

- (3) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

(4) **Modifications.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms conditions provided in the Agreement shall remain the same.

(5) **Conflict.** If there is a conflict among documents that make up the Agreement, this First Amendment will prevail with regard to the conflict.

(6) **Multiple Counterparts.** This First Amendment may be executed in multiple counterparts, each of which will be deemed as an original for all intents and purposes.

(7) **BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND 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.**


*remainder left blank  
execution page follows*

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Second Amendment and the exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY, TEXAS**

**HAGERTY CONSULTING, INC.**

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

  
\_\_\_\_\_  
Authorized Agent – Signature

**ATTEST:**

Bradley R. Grining  
\_\_\_\_\_  
Authorized Agent- Printed Name

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

Chief Operating Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

3/17/2025  
\_\_\_\_\_  
Date

### **AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A-1: Proposal dated January 29, 2025, E-Mail Correspondence dated January 30, 2025  
Exhibit B-1: Federal Clauses

*i:\agreements\2025 agreements\auditor\hagerty consulting, inc. (22-aud-101081-a2)\second amendment to agreement for payroll validation services -- hagerty consulting, inc..docx (DRP 03.12.25)*

# **EXHIBIT A-2**

Proposal dated January 29, 2025

E-Mail Correspondence dated January 30, 2025



# Revised Task Order Budget Summary

To: Ed Sturdivant, County Auditor, Fort Bend County

From: Matt Hochstein, Vice President, Hagerty Consulting

Copy: John H. Hageman, Deputy Director, Hagerty Consulting

Katie Freeman, Director of Operations, Hagerty Consulting

Monica Cardin, Senior Managing Associate, Hagerty Consulting

Date: January 29, 2025

Subject: Revised Task Order Budget and Period of Performance for Fort Bend County, TX  
Contract# 19-041: Payroll Validation, Compliance Activities, and Ongoing Support associated with Payroll Expenditures under the Coronavirus Relief Fund and Coronavirus Local Fiscal Recovery Funds

On August 9, 2022, Hagerty Consulting, Inc. (**Hagerty**) entered into a task order agreement (**Task Order**) with the Fort Bend County, Texas (**County**) for \$862,005.53 to support the County with payroll validation, compliance activities, and ongoing support associated with payroll expenditures under the Coronavirus Relief Fund (CRF) and Coronavirus Local Fiscal Recovery Funds (CLFRF). The initial Time of Performance under the Task Order was November 30, 2024. Hagerty and the County are referred to collectively as the "Parties".

In December 2024, the Parties executed a Task Order amendment to increase the Task Order budget to \$1,133,070.33 and extend the Time of Performance to January 31, 2025.

The Parties agree that an extension to the Time of Performance is needed to complete the Grants Management Policy, execute training for relevant County departments on the Grants Management Policy, and enable response to questions from the Commissioner's Court.

To support the County's request for Hagerty to continue providing consulting services, this Task Order modification will:

1. Extend Time of Performance to May 31, 2025, with no increase to the Task Order budget.

#### **FOR MORE INFORMATION**

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

John H. Hageman, Hagerty Consulting, Inc.

Deputy Director

[John.Hageman@hagertyconsulting.com](mailto:John.Hageman@hagertyconsulting.com)

Monica Cardin, Hagerty Consulting, Inc.

Senior Managing Associate

[Monica.Cardin@hagertyconsulting.com](mailto:Monica.Cardin@hagertyconsulting.com)

## Chien, Mary

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**From:** Sturdivant, Ed  
**Sent:** Thursday, January 30, 2025 7:42 AM  
**To:** Hartman, Amy; Chien, Mary  
**Subject:** FW: Hagerty Request - Contract and Task Order Extension  
**Attachments:** TORP\_FortBendCounty\_CRF and SLFRF Payroll Validation\_012925 - Final.pdf; TORP\_FortBendCounty\_NonProfitTO\_012925 - Final.pdf

Amy, Please guide the County Judge's Office to submit the amendment for the Non Profit agreement attached to extend the time through 12/31/2025.

Mary, Please submit a request to amend the Payroll Validation agreement attached through 12/31/2025.

Thanks,  
Ed

**From:** John Hageman <john.hageman@hagertyconsulting.com>  
**Sent:** Wednesday, January 29, 2025 5:03 PM  
**To:** Sturdivant, Ed <Ed.Sturdivant@fortbendcountytexas.gov>  
**Cc:** Michelle Masoncup <michelle.masoncup@hagertyconsulting.com>; Monica Cardin <monica.cardin@hagertyconsulting.com>  
**Subject:** Hagerty Request - Contract and Task Order Extension

Hi Ed,

By way of email, we are sending a request to extend Hagerty Consulting's All-Hazards Contract through December 31, 2025. Doing so will enable the Hagerty team to continue supporting the County on the existing Task Orders. I've attached the corresponding Task Order amendments for your consideration.

I've cc'd our Director of Contracts and Compliance, Michelle Masoncup, in the event additional information is needed from Hagerty on the contract extension.

We look forward to continuing to support the County, and please let me know if you have any questions or would like to discuss further.

Best,  
John

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## John H. Hageman

Deputy Director

[John.Hageman@HagertyConsulting.com](mailto:John.Hageman@HagertyConsulting.com)

[HagertyConsulting.com](http://HagertyConsulting.com)

1618 Orrington Avenue, Suite 201, Evanston, IL 60201



# **EXHIBIT B-2**

## **Federal Clauses**

**Exhibit B-2:**  
**FEDERAL CLAUSES FOR CARES ACT**

## **Code of Federal Regulations**

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### **Title 2 - Grants and Agreements**

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Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. -

Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

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#### **Pt. 200, App. II**

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) 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 Subcontractors 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 subrecipient 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.

(E) 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must 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," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has 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 or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.