

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES

THIS FIFTH AMENDMENT (“Fifth Amendment”) is made and entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and MPACT Strategic Consulting, LLC (“Contractor”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, the parties have executed and accepted that certain Agreement for environmental review and consulting services as required for various County improvement projects pursuant to SOQ 20-109, on or about January 12, 2021; and as amended on or about October 25, 2022 (the “Amendment”), and as amended on or about July 11, 2023 (the “Second Amendment”), and as amended on or about December 19, 2023 (the “Third Amendment”), and as amended on or about January 29, 2025 (the “Fourth Amendment”) (collectively referred to as the “Agreement”), and incorporated fully by reference for all purposes; and

WHEREAS, the County desires that Contractor provide additional Professional Environmental Services as described in Contractor’s Proposal dated May 16, 2025, attached hereto as Exhibit “A” and incorporated herein for all purposes, pursuant to SOQ 20-109; and

WHEREAS, the parties desire to extend the Time of Performance under the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the Agreement and this Amendment, the parties agree as follows:

- 1. Maximum Compensation.** The Maximum Compensation for the Scope of Services shall be increased by **Twenty-Three Thousand dollars and 00/100 (\$23,000.00)** bringing the new Total Maximum Compensation to **One Hundred Twenty-Two Thousand dollars and 00/100 (\$122,000.00)**. In no case shall the amount paid by County for the Scope of Services exceed this Maximum Compensation without an approved amendment.
- 2. Time of Performance.** This Fifth Amendment is effective upon execution by the County, and the Time of Performance under the Agreement is hereby extended to end no later than December 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 Fifth Amendment and the Agreement, the provisions of this Fifth Amendment shall prevail regarding the conflict.

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 County.

FORT BEND COUNTY

MPACT STRATEGIC CONSULTING LLC

KP George, County Judge

Spurgeon Robinson

Spurgeon Robinson
President

Date

08/26/2025

Date

ATTEST:

Laura Richard, County Clerk

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: Contractor's Proposal

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EXHIBIT A

Contractor's Proposal

May 16, 2025



Exhibit A – Task Order

Date: May 16, 2025	Task Order: 000X
Fort Bend County	Project: #972 Land Acquisition Environmental Assessment; #974 SF Abatement – Nuisance Abatement, #XXX ESG RUSH – Minor Rehab Project Location: Fort Bend County Project Number: 20-11-TM-Environmental Services

This Task Order is established between MPACT Strategic Consulting, LLC (MPACT) and Fort Bend County (“Client”). This task order is to be identified from other task orders by the number identified and recorded above. The services authorized under this task order are described below:

I. Scope of Work

The scope of this requirement is to provide professional environmental services related to environmental review of 1) the acquisition of a structure with the intent of being land banked; 2) to abate qualified properties within Low-to-Moderate Areas deemed as slum and blight; and 3) to maintain the Landmark Community Center with the intent of adding a changing station and a water and ice machine.

II. Tasks

General Coordination & Planning

- a. Schedule and conduct field inspections of the project sites with Fort Bend County and the City of Rosenberg to document existing conditions, collect site-specific data, and identify potential environmental concerns.
- b. Hold a project kickoff call to confirm scope, project locations, and HUD funding triggers requiring review.
- c. Participate in weekly or biweekly status update meetings to ensure timely progress and issue resolution.
- d. Coordinate with Fort Bend County on procurement or selection of third-party vendors if specialized studies (e.g., wetland delineations, historic resource surveys, Phase I ESAs, etc.) happen to be recommended or required from consulting regulatory agencies.

Environmental Assessment (EA) Tasks (Project 1 - #972 Land Acquisition)

- e. Assist Fort Bend County to prepare and send agency consultation letters per federal, state, tribal, and local requirements (e.g., FEMA, SHPO, U.S. Fish & Wildlife Service, Texas Historical Commission, etc.).
- f. Complete compliance coordination and evaluations under 24 CFR §58.5 and §58.6 using the HUD EA Checklist.
- g. If required, Conduct the 8-Step Decision-Making Process for projects in floodplains/wetlands per Executive Order 11988 and FFRMS, including alternatives analysis and floodplain extent calculations.
- h. If required, Prepare Early and Final Floodplain and/or Wetland Notices, and assist Fort Bend County in publishing these notices in accordance with HUD's requirements.
- i. Upon completion of the EA ERR, prepare a Combined FONSI/NOIRROF and coordinate public notice publishing (e.g., county website, local bulletin boards) and distribution to agencies.
- j. Support the County's 18-day Local Comment Period, ensuring it does not end on a weekend or holiday.
- k. Prepare a draft HUD Form 7015.15 (Request for Release of Funds - RROF) for County Judge signature at the conclusion of the local comment period.
- l. Upload the signed RROF and EA/ERR documentation into the HUD HEROS system to initiate the 15-day Federal Comment Period.
- m. Monitor the Federal Comment Period; coordinate with HUD to receive the Authority to Use Grant Funds (AUGF).
- n. Finalize the ERR and upload all documentation into HEROS, including all maps, photos, correspondence, notices, agency responses, and public comments.
- o. Provide Fort Bend County with a hard copy binder and digital copy of the complete ERR for records retention.

Tiered Review Tasks (Project 2 – SF Abatement – Nuisance Abatement)

- p. Complete the **Tier I (Broad-Level) Review**, including agency consultations, evaluation of program-wide impacts, and applicable compliance for known and recurring conditions.
- q. Prepare documentation of compliance with §58.5 and §58.6 laws and authorities relevant at the broad level.
- r. Provide Tier I findings and templates for use in Tier II site-specific reviews (checklists,

consultation letters, documentation protocols).

s. For each site or group of sites, complete the **Tier II (Site-Specific) Review**, including additional field inspections and focused analyses based on site characteristics (e.g., floodplain presence, proximity to historic properties, hazardous conditions).

t. Update HEROS with Tier II documentation, and coordinate with Fort Bend County on completion of each site's review before obligating or expending funds.

Categorical Exclusion Subject to 58.5 (CEST) Task (Project 3 – ESG RUSH Grant Minor Rehab)

u. Assist Fort Bend County to prepare and send agency consultation letters per federal, state, tribal, and local requirements (e.g., FEMA, SHPO, U.S. Fish & Wildlife Service, Texas Historical Commission, etc.).

v. Complete compliance coordination and evaluations under 24 CFR §58.5 and §58.6 using the HUD EA Checklist.

w. If required, Conduct the 8-Step Decision-Making Process for projects in floodplains/wetlands per Executive Order 11988 and FFRMS, including alternatives analysis and floodplain extent calculations.

x. If required, Prepare Early and Final Floodplain and/or Wetland Notices, and assist Fort Bend County in publishing these notices in accordance with HUD's requirements.

y. Upon completion of the CEST ERR, prepare a NOIRROF and coordinate public notice publishing (e.g., county website, local bulletin boards) and distribution to agencies.

z. Support the County's 13-day Local Comment Period, ensuring it does not end on a weekend or holiday.

aa. Finalize the ERR and upload all documentation into HEROS, including all maps, photos, correspondence, notices, agency responses, and public comments.

ab. Prepare a draft HUD Form 7015.15 (Request for Release of Funds - RROF) for County Judge signature at the conclusion of the local comment period.

ac. Upload the signed RROF and CEST ERR documentation into the HUD HEROS system to initiate the 15-day Federal Comment Period.

ad. Monitor the Federal Comment Period; coordinate with HUD to receive the Authority to Use Grant Funds (AUGF).

ae. Provide Fort Bend County with a hard copy binder and digital copy of the complete ERR for records retention.

Compliance, Cautionary Notices & Closeout

- af. Provide written guidance to ensure that **Choice-Limiting Actions** (e.g., initiating construction or executing binding contracts) are not undertaken until HUD issues the AUGF. Reiterate compliance with 24 CFR §58.22 to protect grant eligibility.
- ag. Finalize all HEROS entries, including backup documentation for both EA and Tiered reviews, and coordinate HEROS closure.
- ah. Include all agency responses, studies, notices, maps, reports, and HUD correspondence in the final ERR package delivered to the County.

Contingency / Optional Tasks

- ah. Perform additional environmental tasks or deliverables as mutually agreed upon between MPACT and Fort Bend County in writing, including updates to reviews if scope or site conditions change.

- II. Key Personnel for purposes of this Task Order:
 - a. TBD

- III. Compensation Basis

Subject to the terms of the Professional Services Agreement between MPACT Strategic Consulting, and Fort Bend County, dated *November 13, 2020*, Fort Bend County will compensate on a lump sum basis for the services performed hereunder as listed below. MPACT represents that all services under this Task Order can be provided for an amount not to exceed the sum of **\$16,000.00** and expected completion date of July 31, 2025.

Task/Deliverable	Description	Total
Environmental Assessment (EA)	Preparation, and completion, of an EA for #972 Land Acquisition and future use of on-site structure.	\$11,000.00
Environmental Tiered Review (Tier I and Tier II)	Preparation, and completion, of a Tier I – Broad Review and Tier II –	\$150.00/hourly X 33hrs = \$4,950.00

	Site Specific environmental reviews for #974 SF Abatement – Nuisance Abatement	
ESG RUSH Grant Minor Rehab (CEST)	Preparation, and completion, of a CEST Review for the addition of a changing station and water/ice machine(s) to the Landmark Community Center.	\$7,050.00
TOTAL FEE		\$23,000.00

Notes:

1. The total for the EA is a lump sum and covers all necessary activities to complete the assessment as outlined in the scope of work for Project #972 Land Acquisition and future use of onsite structure.
2. The hourly rate for the Environmental Specialist applies only to the Tier I/Tier II review for Project #974 SF Abatement – Nuisance Abatement.
3. The CEST for ESG RUSH Grant Minor Rehab is provided at a discounted rate.
4. All additional work will be documented and communicated to the client prior to billing.
5. Approval from the designated client contact will be required for any work exceeding the initial scope identified above.

IV. Period of Performance

Commencement Date: May 26, 2025

Task Completion Date: August 29, 2025



V. Contact Information

Fort Bend County Point of Contact and Address (for this Task Order only):

Name, Title:	Ed Sturdivant, County Auditor
Address:	301 Jackson Street, Suite 701, Richmond, Texas 77469
Email address:	Ed.Sturdivant@fortbendcountytexas.gov
Phone Number:	281-341-3760

VI. Submission

Each invoice under this Task Order will be submitted to Fort Bend County as outlined in the Professional Services Agreement, dated **January 30, 2025**.

VII. Other Terms and Conditions

This Task Order may be executed in multiple counterparts, any of which may constitute an electronic facsimile or .pdf, and all of which, taken together, shall constitute a single instrument.

For all services rendered, and expenses incurred under this Task Order, MPACT shall reference on each invoice submitted to Fort Bend County, the Project Name, Project Number and this Agreement. If the foregoing is satisfactory, please execute and return to:

Client/Company:	Fort Bend County
Attn (Name and Title):	Ed Sturdivant, County Auditor
Address:	301 Jackson Street, Suite 701, Richmond, Texas 77469
Email address:	Ed.Sturdivant@fortbendcountytexas.gov
Signature:	

MPACT:	MPACT Strategic Consulting LLC
Attn (Name and Title):	Spurgeon Robinson, President & CEO
Address:	4635 Southwest Freeway, Suite 700, Houston, Texas 77027
Email address:	srobinson@mpact-consulting.com
Signature:	