

\$699,355.00	under the Fourth Amendment	
\$128,070.00	under the Fifth Amendment	
\$41,308.27	under this Sixth Amendment	
	TOTAL	\$1,811,974.27

3. In no case shall the amount paid by County for all Services under the Agreement and this Amendment exceed the Maximum Compensation without written agreement executed by both parties.
4. 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 December 31, 2026.
5. 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 1), 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.
6. Consultant understands and acknowledges that this Agreement may be totally or partially funded with federal and/or state funds. As a condition of receiving these funds, Consultant represents that it is and will remain in compliance with all federal and/or state terms as stated in the attached Exhibit B, which is incorporated fully by reference. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise.

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

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}


{EXECUTION TO FOLLOW}

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 Third 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

HAGERTY CONSULTING, INC.

KP George, County Judge



Authorized Agent- Signature

ATTEST:

Katie Freeman

Authorized Agent- Printed Name

Laura Richard, County Clerk

Vice President

Title

Date

March 16, 2026

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 A: Revised Task Order Budget Summary (dated February 4, 2026)

Exhibit B: Federal Clauses

I:\AGREEMENTS\2026 Agreements\County Judge\Hagerty Consulting, Inc. (22-CoJdg-100367-a6)\Sixth Amendment to Agreement for Contingency All Hazards Consulting Services (Pursuant to RFP 19-041- Nonprofit Assistance Program).docx [MN 01.12.2026]

EXHIBIT A



Revised Task Order Budget Summary

To: Ed Sturdivant, Fort Bend County Auditor

From: Matt Hochstein, Vice President, Hagerty Consulting

Copy: John H. Hageman, Deputy Director, Hagerty Consulting
Katie Freeman, Vice President, Hagerty Consulting
Monica Cardin, Senior Managing Associate, Hagerty Consulting

Date: February 4, 2026

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

On December 14, 2021, Hagerty Consulting, Inc. (**Hagerty**) entered into a task order agreement (**Task Order**) with Fort Bend County, Texas (**County**) to provide oversight and monitoring to non-profits who received *American Rescue Plan Act* (ARPA) funding from the County. Hagerty and the County are referred to collectively as the “Parties”. The original Task Order term was October 1, 2021 – September 30, 2022 (**Time of Performance**) for an initial not to exceed amount of \$222,155.

On August 2, 2022, the Parties amended the Task Order to extend the Time of Performance to November 30, 2022, and increased the Task Order to \$432,550. On March 7 2023, the Parties executed a second amendment to the Task Order to extend the Time of Performance to September 30, 2023, and increased the Task Order to \$943,241. In September 2023, the Parties agreed to extend the Time of Performance to November 30, 2024, through a third amendment to the Task Order. In July 2024, the Parties executed a fourth amendment to the Task Order to increase the Task Order to \$1,642,596. In December 2024, the Parties agreed to the fifth amendment to the Task Order extending the Time of Performance to December 31, 2025.

The Parties agree than an additional extension to the Time of Performance under the Task Order is needed to perform the following services:

CHICAGO

1618 ORRINGTON AVE, SUITE 201
EVANSTON, IL 60201
847-492-8454

- Continue to support the County with subrecipient monitoring (two nonprofits) and monitoring Eternal Ghandi Museum,
- Continue to support the County with non-profit closeout,
- Continue to support the County with non-profit technical assistance, and
- Provide program administration (including monitoring and closeout) for the Accredited Teacher Certification Program.

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

1. Extend the Time of Performance to December 31, 2026; and
2. Increase the Task Order to \$1,811,974.27 (an additional \$41,308.27).

The table on Page 3 provides the activities 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 H. Hageman, Hagerty Consulting, Inc.
Deputy Director
John.Hageman@hagertyconsulting.com

Monica Cardin, Hagerty Consulting, Inc.
Senior Managing Associate
Monica.Cardin@hagertyconsulting.com

Fort Bend County Revised Task Order Budget

<u>Activity</u>	<u>Total Hours</u>	<u>Total Cost</u>
1. Program Management	56	\$7,630
2. Training	85	\$10,850
3. Program Administrative Tools Development	0	\$0
4. Subrecipient Monitoring and Closeout	211	\$27,050
5. Accredited Teacher Certification Program	194	\$24,700
<i>Subtotal</i>	546	\$70,230
<i>Travel</i>	-	0
<i>Task Order Increase</i>	546	\$70,230

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

EXHIBIT B

Exhibit B-1:
FEDERAL CLAUSES FOR CARES ACT

Code of Federal Regulations

Title 2 - Grants and Agreements

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.

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.