

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
 SMALL & MINORITY BUSINESS COVID-19 RECOVERY**

THIS AGREEMENT 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 Carter Brothers Consulting LLP (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide certain professional consulting services to support the County's proposed plan to assist Small and Minority Businesses Negatively Impacted by COVID-19 (hereinafter "Services");

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services to County as defined in Consultant's Scope of Work No. FB-06142020A, attached hereto as Exhibit A and incorporated herein for all purposes:

Section 2. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee, agent,

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representative, or subcontractor of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the County, upon request of the County Judge, shall immediately be removed from association with the County.

Section 3. Compensation and Payment

3.1 Consultant's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is a fee in an amount not to exceed one million dollars and no/100 (\$1,000,000.00) including reimbursable expenses. In no case shall the amount paid by the County under this Agreement exceed the Maximum Compensation without written amendment executed by the parties. Travel expenses submitted for reimbursement must be incurred in accordance with the County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.

3.2 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County staff designated by the County Auditor, one (1) electronic (pdf) and/or one (1) original invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the County Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of one million dollars and no/100 (\$1,000,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed one million dollars and no/100 (\$1,000,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin upon final execution of this Agreement and end no later than December 31, 2020. 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.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this

Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and

products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.5 Professional Liability insurance may be on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include

information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and

notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent Consultant, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Auditor
301 Jackson Street
Richmond, Texas 77469

Consultant: Carter Brothers Consulting LLP
Attn: Stephen Levi Carter
14140 Southwest Freeway, Suite 100
Sugar Land, Texas 77478

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Representation

Consultant represents to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time

employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Section 26. Certain Federal Law Requirements for Contracts

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 below. These terms flow down to all third party vendors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Consultant shall require that these clauses shall be included in each covered transaction at any tier. Consultant will require all of their staff to comply with Federal documentation requirements administered by the County.

26.1 Americans with Disabilities Act (ADA) – Consultant shall comply with all federal, state, County, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

26.2 Drug-Free Workplace – Consultant shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.

26.3 Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Consultant will take all necessary affirmative steps to assure that qualified small, minority firms, women’s business enterprises, and labor surplus area firms are used when possible by:

26.3.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

26.3.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

26.3.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

26.3.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

26.3.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

26.3.6 Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (26.3.1) through (26.3.5) above.

26.4 Energy Policy and Conservation Act – Consultant agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

26.5 Debarment and Suspension –

26.5.1 The Consultant certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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 No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

26.5.2 This certification is a material representation of fact relied upon by the County . If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

26.5.3 Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

26.6 Byrd Anti-Lobbying Amendment – 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 shall 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 recipient.

26.7 Political Activities – Consultants are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

26.8 Procurement of Recovered Materials – Consultant must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

26.9 Access to Records

26.9.1 The Consultant agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly

pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

26.9.2 The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

26.9.3 The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

26.10 DHS Seal, Logo, and Flags - The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

26.11 Compliance with Federal Law, Regulations, and Executive Orders - The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

26.12 No Obligation by Federal Government - The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the contract.

26.13 Program Fraud and False or Fraudulent Statements or Related Acts - The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.

26.14 Civil Rights and Non-Discrimination - During the performance of this contract, the Consultant agrees as follows:

26.14.1 Nondiscrimination on the Basis of Race, Color, and National Origin - Consultant will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA's implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department's implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

26.14.2 Nondiscrimination on the Basis of Sex - Consultant will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20

U.S.C. § 1681 et seq.), FEMA's implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and the Department's implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

26.14.3 Nondiscrimination on the Basis of Disability - Consultant will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Consultants must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

26.14.4 Nondiscrimination on the Basis of Handicap - Consultant will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.

26.14.5 Nondiscrimination on the Basis of Age - Consultant will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.

26.14.6 Nondiscrimination on the Basis of Limited English Proficiency - Consultant will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Consultant shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or

disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Consultant shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.

26.15 Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms – Consultant will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

26.15.1 Placing small and minority businesses and women's business enterprises on solicitation lists;

26.15.2 Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;

26.15.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

26.15.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;

26.15.5 Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

26.15.6 Consultant must require subcontractors to take the five affirmative steps described in 26.15.1 – 26.16.5 above.

26.16 Environmental and Historic Preservation Protections

26.16.1 Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.

26.16.2 Consultant shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973)

(codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

26.17 Disaster Reservists - Consultant may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

26.18 False Statements Act - Consultant agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

26.19 Fraud Waste and Abuse - Consultant understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Consultant, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.

26.20 Prompt Payment - The Consultant is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from County. In addition, the Consultant is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.

26.21 Retention of Records - The Consultant agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Consultant must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or

expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

26.22 Veteran Preference - The Consultant shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

Section 27. Human Trafficking

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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 the last party hereto.

FORT BEND COUNTY

CARTER BROTHERS CONSULTING, LLP

KP George
County Judge KP George

Stephen L Carter

KP George, County Judge

Authorized Agent - Signature

6-23-2020

Stephen L. Carter

Date

Authorized Agent - Printed Name

ATTEST:



Laura Richard

Managing Partner

Title

Laura Richard, County Clerk

June 22, 2020

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,000,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBIT A

CARTER CARTER

Carter Brothers Consulting LLP

14140 Southwest Freeway, Suite 100

Sugar Land, TX 77478

PH: 281-230-3536

FAX: 888-403-8326

info@thecarterbrothers.com

STATEMENT OF WORK

FB-06142020A

Agreement to Perform Consulting Services to Fort Bend County Texas

Date	Services Performed By:	Services Performed For:
06/14/2020	Carter Brothers Consulting LLP 14140 Southwest Freeway, Suite 100	Fort Bend County Texas 301 Jackson St Richmond, TX 77469

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Fort Bend County Texas (“Client”) and Carter Brothers Consulting LLP (“Contractor”), effective ____/2020 (the “Agreement”). The Services shall commence on ____/2020 and shall continue through 12/31/2020. This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement.

Project Goal

By ensuring the sustainability and rejuvenation of **ALL** businesses in the Fort Bend County area, county residents will see a faster recovery trajectory including the return of jobs, revenue, and investment in the area. The client desires to provide additional support and assistance to hard hit minority businesses and communities in Fort Bend County to make a significant positive economic impact.

Services & Deliverables

Contractor shall provide the services and deliverable(s) as follows:

Business consulting services that will provide Fort Bend County businesses with recovery solutions to the economic impact of COVID-19. These services will be provided to businesses in Fort Bend County with an emphasis on minority-owned businesses and businesses that were unsuccessful with receipt of any other COVID-19 funding.

These consulting services will be used to restart, revise marketing efforts, enhance operations, and rebound revenues so that businesses will not just remain operable, but will be sustainable and more resilient.

These entities are defined as:

Minority Owned Business are : Minority group members are United States citizens who are Asian, Black, Hispanic or Native American. Ownership by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals i.e. the management and daily operations are controlled by those minority group members.

A Woman-Owned Business is defined as one that is at least 51% owned, operated and controlled on a daily basis by one or more females.

A Veteran-Owned Business is defined as one that is at least 51% owned, operated and controlled on a daily basis by one or more US military veterans.

A LGBTQ-Owned Business is defined as one that is at least 51% owned, operated and controlled on a daily basis by one or more LGBTQ persons.

The following deliverables will be provided in alignment with Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act, requires that States, Tribal governments, or units of local government use the funds received to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020, for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. All services and deliverables will qualify as eligible expenditures that can be funded under CARES ACT, Local Government Assistance, or FEMA Public Assistance.

Most businesses are likely to experience significant disruption to their business-as-usual operations and will face business underperformance throughout the duration of the COVID-19 crisis. Many more companies are experiencing operational disruption, as well as significant shifts in consumer demands and behavior impacting sectors from consumer and retail, to manufacturing, life sciences to automotive.

- 1. Identify, Connect, Recruit and Select companies in the Fort Bend County area affected by COVID-19.**
 - a. An application process will be used to ensure that businesses suffered a significant economic impact due to COVID-19.
 - i. Application to be submitted to County for Approval.*
 - b. Focus will be placed on minority, Veteran, Women, and LGBTQ owned businesses within the county adversely affected by COVID-19.
 - i. Participant demographics to be submitted to County for approval.*
- 2. Provide a COVID-19 Recovery Plan for each business**
 - a. COVID-19 Recovery Plan Template to be submitted to County for approval.*
- 3. Monthly virtual classes covering the critical concepts to business viability.**
 - a. These classes will be taught by local county business leaders and consultants.
 - b. Virtual classes will include the following topics related to COVID-19
 - i. Business resiliency
 - ii. Understanding your PPP and EIDL loan

- iii. Employee Benefits during COVID-19
- iv. Getting your employees back to work during a pandemic
- v. How to protect your customers and employees from COVID-19.
- vi. How can I enforce PPP policies within my workplace?
- c. ***Class Topics and Schedule to be submitted to County for Approval.***
- 4. **Six-month access to robust online coaching program with reference materials.**
 - a. This online tool provides key principles needed in building and rebuilding businesses. These principles are essential for businesses in Fort Bend County affected by COVID-19.
 - b. There are over 500 videos and courses available for the owner to access, in addition to social media pages and personal groups for additional interaction.
 - c. ***County will receive prior access to program to review and approve.***
- 5. **Fort Bend County Small Business COVID-19 Recovery Conference**
 - a. This one-day conference will be tentatively scheduled for November 2020.
 - b. Depending on the current situation, this conference will be face to face or virtual.
 - c. ***Conference Agenda to be submitted to County for Approval***
- 6. **Monthly mastermind sessions with small focus groups affected by COVID-19.**
 - a. Mastermind groups are utilized to bring up to 20 businesses together once a month for at least two hours to discuss specific challenges due to COVID-19.
 - b. Mastermind groups are facilitated by local county business leaders and consultants however the greatest benefit happens from different business owners discussing their real time problems and the group can “group think” to find solutions.
 - c. Mastermind groups have been historically beneficial in growing businesses in crucial times similar to COVID-19.
 - d. ***Mastermind Topics & Resources to be submitted to county for approval.***

Engagement Resources

Contractor will provide a diverse team of qualified resources to engage the services listed herein. Those individuals will include, but not be limited to:

- **Successful Minority Business Owners**
 - **Stephen Levi Carter, MBA, PMP** – Business Strategist
 - **Sterling L. Carter, DPT, MS, CSCS** – Business Strategist
 - **Neeta Sane, MBA, MS, CLC** – Leadership & Management Expert
 - **Shapnik Khan, JD** – Operations & Strategy
- **Community Advocates & Leaders**
 - **Ray Aguilar** – Marketing & Advertising
 - **Ron Reynolds, JD** – Community Advocate
 - **Brenda Rios Brombacher** – Operations & Management
- **Subject Matter Experts**
 - **Kyra Rénel Hardwick, MBA** – Management & Operations
 - **Michael J. Dobert, SPHR, SHRM-SCP** – Human Resources
 - **Glenn Smith, MA, EOS** – Strategy & Operations

- **Mark Winters, MBA** – Capital Funding
- **Misty Starks** – Marketing & PR
- **Garrick Rogers** – Technology

Fee Schedule

This engagement will be conducted on a Task completion basis. The total value for the Services pursuant to this SOW shall not exceed **\$1,000,000** unless otherwise agreed to by both parties via the project change control procedure, as outlined within.

Item Description	Task Rate	Units	Total Cost
1. Recruitment, Marketing, Assessment & Selection	\$250	400 Businesses	\$100,000
2. Individualized COVID-19 Business Recovery Plans	\$599	400 Businesses	\$239,600
3. Bi-Monthly Classes: Virtual or Face-to-Face	\$85	1,763 Attendees	\$149,850
4. 6-Month Access to Online Coaching Program plus references	\$500	400 Businesses	\$200,000
5. One-on-One Coaching: 6 Hours total	\$250	300 Hours	\$74,950
6. Fort Bend County Small Business COVID-19 Recovery Conference (1-Day)	\$699	200 Attendees	\$139,800
7. Monthly two-hour mastermind sessions with small focus groups	\$200	480 Attendees	\$95,800
GRAND TOTAL			\$1,000,000

All expenses are covered in the figures proposed above. Upon completion of this Performance Period: 06/15/2020 to 12/31/2020, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Accountability & Performance Measures

- Contractor to provide list of business who were applied and accepted into the program to verify Task 1.
- Contractor will provide receipt confirmation of COVID-19 Business Recovery Plan for each business to verify Task 2.
- Contractor will provide an attendee list for virtual/ face-to-face classes to verify Task 3. Contractor will also provide the agenda with specific COVID-19 related topics.
- Contractor will provide a list of attendees that have logged in and utilized the online business program to verify Task 4.
- Contractor to provide One-on-One Coaching Schedule with businesses that have signed up and completed hours to verify Task 5.
- Contractor to provide list of the Fort Bend County COVID-19 Recovery Small Business Conference attendees to verify Task 6. Contractor will also provide the agenda with specific COVID-19 related topics.
- Contractor will provide a full calendar schedule and event outline for master mind sessions. Contractor will provide conformation of businesses that signed up and attended courses to verify Task 7.
- Contractor will collect Participant Satisfaction Ratings and other business data to determine the overall success rate of the program.

Assumptions & Constraints

- Task orders will be submitted and must be approved prior to commencement of work.
- All Tasks will meet the requirements of the CARES ACT, local government assistance, or FEMA Public Assistance for approval for payment.
- Payment is due by client within 14 days of invoice approval.

SOW Summary


Contactor will provide quality consulting services to businesses in the Fort Bend County area that have been negatively impacted by COVID-19 with a specific focus on minorities, Women, LGBTQ, and Veteran owned businesses who have been adversely affected. Our goal is to improve the probability of these businesses to rebound from the economic and physical impact of COVID- 19 within Fort Bend County.

, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Fort Bend County Texas

By: _____
Name:
Title:

Carter Brothers Consulting LLP


By: _____
Name: **Stephen L. Carter**
Title: **Managing Partner**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Carter Brothers Consulting, LLP
 Sugar Land, TX United States

Certificate Number:
 2020-635121

Date Filed:
 06/22/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County TX

Date Acknowledged:
 06/23/2020

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 Scope of Work No. FB-06142020A
 Professional consulting services to support the County's proposed plan to assist Small and Minority Businesses Negatively Impacted by COVID-19

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)