

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

SEVENTH AMENDMENT (FY 2021 RENEWAL)  
 TO PROFESSIONAL SERVICES AGREEMENT FOR LANGUAGE ANALYST  
 SERVICES BETWEEN FORT BEND COUNTY AND MVM, INC.

**THIS SEVENTH AMENDMENT for RENEWAL**, 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 MVM, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Professional Services Agreement for Language Analyst Services on or about October 22, 2013, and as amended on or about September 25, 2014, as amended on September 9, 2015, as amended on October 25, 2016, and on October 24, 2017, October 23, 2018 and as last amended on or about December 5, 2019 (herein known as the “Agreement”); and incorporated by reference herein for all purposes; and

WHEREAS, the Sheriff’s Office has received grant funding for Professional Language Analyst Services for the 2021 Fiscal Year under the Organized Crime Drug Enforcement Task Force (OCDETF) Strike Force/Strategic Initiative Program Grant as outlined in the OCDETF FY 2021 Agreement attached hereto as Exhibit A; and

WHEREAS, County desires that Contractor provide professional services for the Sheriff’s Office (hereinafter “Services”); and

WHEREAS, the parties desire to renew the term of performance for Services; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement and are incorporated by reference in the same as if fully set forth verbatim herein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. The Agreement is hereby renewed for an additional one-year period beginning on October 1, 2020 and will terminate on September 30, 2021.
2. County shall pay Contractor fees calculated at an amount of \$80.91 per hour, for a total number of hours not to exceed one thousand nine hundred and twenty (1,920) labor hours rendered pursuant to this Agreement. The total Maximum Compensation for the performance of Services, including reimbursable expenses, shall not exceed an amount of one hundred fifty-five thousand three hundred forty-seven and 20/100 dollars (\$155,347.20) for the 2020-2021 renewal term. In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation without a mutually agreed upon change in writing.

3. BY ACCEPTANCE OF CONTRACT, CONTRACTOR 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.

All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of the Agreement. If there is a conflict between this Seventh Amendment and the Agreement for Professional Services Agreement for Language Analysts, the provisions of this Seventh Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

**FORT BEND COUNTY**

  
County Judge KP George

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

1-28-2021

Date *Approved by Commissioners Court on  
January 5, 2021*

ATTEST:



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



Approved:

  
Sheriff, Eric W. Fagan

**MVM, INC.**



Digitally signed by Lauren  
Glenn  
Date: 2020.12.17 08:44:53  
-05'00'

\_\_\_\_\_  
Authorized Agent- Signature

Lauren Glenn

\_\_\_\_\_  
Authorized Agent- Printed Name

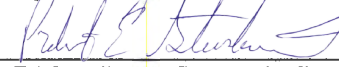
Senior Associate, Business Analysis and Contracts  
Title

12/17/2020

\_\_\_\_\_  
Date

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 155,347.20 to accomplish and pay the obligation of Fort Bend County under this contract.

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

# **EXHIBIT A**

## **ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES (OCDEF)**

### **FY 2021 AGREEMENT**

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.
14. Subsequent to payment of invoices by the state and local organization to a third party vendor, OCDETF will reimburse the organization for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.
15. State and local organizations must provide official procurement documents to support all reimbursable expenditures to the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.
16. The state or local organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement organizations from receiving OCDETF funding in the future.
17. The state or local organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
18. Electronic Funds Transfer Process
  - a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.
7. The Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.
8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiative) and the OCDETF Executive Office.
9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives).
10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.
12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1<sup>st</sup>. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander or his/her designee (Strike Forces) or the OCDETF Regional Director (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.
2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual.
3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement organization official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force Commander (Strike Forces) or Regional Director (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.
4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.
5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Commander or Regional Director to the OCDETF Executive Office as soon as possible.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
FY 2021 Agreement  
FOR USE OF OCDEFB STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS**

DUNS #: 08-149-7075  
Federal Tax Identification #: 74-6001969

DC#: X-32-

Amount Requested  
\$ 155,347.20

OCDEFB Investigation/Strategic Initiative #:  
SW-TXS-1078

From: October 1, 2020  
Beginning Date of Agreement  
To: September 30, 2021  
Ending Date of Agreement

Federal Agency Investigation #:  
M3-20-0060

Strike Force/Strategic Initiative Name:

State or Local Agency Name and Address:

Sponsoring Federal Agency (SF only): DEA  
Lead Investigator: GS Henry C. Hill  
Telephone Number: (281) 840-1643  
Email Address: Henry.C.Hill@usdoj.gov

State or Local Agency  
Narcotics Supervisor: Capt. Josh Dale  
Telephone Number: (832)473-2963  
E-mail Address: Josh.Dale@fortbendcountytexas.gov  
Fax Number: \_\_\_\_\_

Brief explanation of services/goods provided and basis for determining costs:  
Professional language analyst services to be utilized for DEA Houston OCDEFB Strike Force Investigations. This has been reviewed by management of DEA Houston OCDEFB Strike Force and it has been determined there is a need/use for this service.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Clarissa Hernandez  
Telephone Number: (281) 341-3971  
E-mail Address: Clarissa.Hernandez@fortbendcountytexas.gov



**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**

**STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT  
COST ESTIMATE**

Name of Strike Force/Strategic Initiative: DEA Houston

OCDETF Investigation/Strategic Initiative Number: SW-TXS-1078

The following is an estimate of operational costs expected to be incurred by state and local law enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	<u>DESCRIPTION</u>	<u>AMOUNT</u>
1.	Professional Language Analyst	\$155,347.20
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

**VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION**

Name: Fort Bend County Sheriff's Office
Address: 1410 Williams Way Blvd. Richmond, Texas
Taxpayer ID Number: 74-6001969
DUNS Number: 08-149-7075

**POINT OF CONTACT**

*Please enter name of individual in Accounting/Finance department familiar with financial institution information for OCDETF Reimbursements.*

Contact Person Name: Sandra Wendt	Telephone Number: (281) 232-3226
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Please return with the Reimbursable Agreement

All State & Local vendors must be registered in the System for Award Management (SAM) and have a DUNS number to receive reimbursement from the OCDETF Program.

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>

# 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**

Certificate Number:  
2020-700531

Date Filed:  
12/18/2020

Date Acknowledged:  
01/05/2021

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
MVM, Inc  
Ashburn, VA United States

**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

**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.**  
22451  
7th Amendment for Language Analysis Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	MVM, Inc	Ashburn, VA United States	X	

**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)