

STATE OF TEXAS                   §  
   §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF FORT BEND         §

**SIXTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
EMERGENCY MANAGEMENT AND GRANT MANAGEMENT SERVICES  
COVID-19**

THIS SIXTH AMENDMENT, 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 MPACT Strategic Consulting, LLC (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties have executed and accepted that certain Agreement for Professional Consulting Services Emergency Management and Grant Management Services COVID-19, on or about April 14, 2020, as amended on June 23, 2020, August 4, 2020, October 13, 2020, December 15, 2020 and March 23, 2021 (the "Agreement"); and

WHEREAS, County wishes to obtain additional services from Contractor that are within the Scope of Services sought under the Agreement and provided by Contractor under the Agreement; and

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


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

1. The Scope of Services is amended to include those services as listed in Exhibit A attached hereto and incorporated herein for all purposes.
2. It is understood and acknowledged by both parties that the County Auditor shall certify to the availability of funds on the 1<sup>st</sup> day of each month of the remaining term of this Agreement. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void upon 30 days written notice without penalty, liability or expense to Fort Bend County. 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 Contractor.
3. Time for performance of the Services under this Amendment shall begin on June 1, 2021 and end no later May 31, 2022.

Except as provided herein, all terms and conditions of the Agreement, including the Maximum Compensation, any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this Sixth Amendment and the Agreement, the provisions of this Sixth Amendment shall prevail with regard to the conflict.

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

**FORT BEND COUNTY**

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

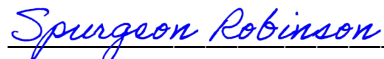
6.22.2021  
\_\_\_\_\_  
Date

ATTEST:

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



**MPACT STRATEGIC CONSULTING, LLC**

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

Spurgeon Robinson  
\_\_\_\_\_  
Authorized Agent- Printed Name

President  
\_\_\_\_\_  
Title

06/15/2021  
\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 9,516,600.00 to accomplish and pay the obligation of Fort Bend County under this contract.

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

## EXHIBIT A



## **FORT BEND COUNTY, TEXAS**

### **Scope of Work (SOW)**

**PROJECT: COVID-19 Emergency Management and Grant Management Services for Fort Bend County, Texas**

#### **CARES Act - COVID-19 Scope Summary:**

**Task 1: Emergency Rental Assistance (ERA) Program**

**Task 2: American Rescue Plan (ARP) Act, Small Business Assistance Program**

**Task 3: Homeowner Assistance Fund (HAF) Program**

**Task 4: Community Development Block Grant – COVID-19 (CDBG-CV) Program**

**Task 5: Technical Assistance and Financial Reimbursement**

#### **TASK SCOPE DESCRIPTION**

- **Task 1:** Program Services including (Program Administration, Outreach, Eligibility Determination, Quality Control/Quality Assurance; Payment Calculations, Payment Reviews and Technical Assistance) for Fort Bend County Emergency Rental Assistance Program.
- **Task 2:** Program Services including (Program Administration, Outreach, Eligibility Determination, Quality Control/Quality Assurance; Payment Calculations, Payment Reviews and Technical Assistance) for Fort Bend County Small Business Assistance Program.
- **Task 3:** Program Services including (Design, Outreach, Program Administration, Eligibility Determination, Quality Control/Quality Assurance, Payment Calculation, Payment reviews and Technical Assistance for the Homeowner Assistance Fund (HAF) Program.
- **Task 4:** Community Development Block Grant COVID-19 Case Management Services including (Outreach and eligibility determinations, verification, Duplication of Benefits check and file preparation)
- **Task 5:** COVID-19 Grant Management Technical Assistance for Fort Bend County including (Program Management; Program planning assistance; Data Reporting; Program oversight and Financial Management reviews for proper allocations of multiple funding sources)

#### **TASK 1: Emergency Rental Assistance (ERA) Program**

- **Scope:**

Fort Bend County has identified housing as a priority among basic needs for the community. Due to the impacts of the COVID-19 crisis, a rising number of Fort Bend County residents are unable to sustain their rent and/or utility payments and are at risk of eviction and displacement. In response, Fort Bend County, as allowed and funded through the US Department of Treasury ERA



Program, has established an emergency rental and utility assistance program (FBC ERA) to assist citizens in making rental and utility payments to landlords.

MPACT will facilitate and implement this program by providing the following services:

- Conduct and assist with outreach and awareness of the ERA Program.
- Review of submitted applications for quality assessment, accuracy and verification of eligibility.
- Review files for duplicates and missing data and information.
- Conduct reviews for payment processing to landlords and vendors.
- Provide staff for augmentation of Auditor's office.
- Perform activities necessary to support review, submission and compliance with additional programmatic needs using federal ERA Program funds or other funding sources.
- Provide weekly and/or monthly reporting.
- Document ERA policies and procedures.
- Perform other tasks as assigned and mutually agreed upon for Program Management.

## **TASK 2: American Rescue Plan (ARP) Act, Small Business Assistance Program**

- **Scope:**

Fort Bend County has identified small business as a priority among basic needs for its vendors, small business owners and a healthy community. Due to the impacts of the COVID-19 crisis, a number of Fort Bend County small businesses are unable to sustain their operational costs and are at risk of closing down. In response, Fort Bend County has launched a small business emergency assistance program, funded through the American Rescue Plan (ARP). Small businesses established and located in the Fort Bend County will be eligible for grant awards through the Small Business Assistance Program that meet eligibility criteria.

MPACT will facilitate and implement this program by providing the following services:

- Assist with outreach and awareness of the Small Business Assistance Program.
- Review of submitted applications for eligibility, accuracy and completion, verification of benefits, duplication of benefit and award amount.
- Respond to inquiries and resolve discrepancies.
- Review files for missing data and information.
- Prepare applications and checklist and transmittals for payment processing to vendors.
- Provide weekly and/or monthly reporting.
- Document ERA policies and procedures.
- Perform other tasks as assigned and mutually agreed upon for Program Management.

## **TASK 3: Homeowner Assistance Fund (HAF) Program; Mortgage Assistance Program (MAP)**

- **Scope:**

Fort Bend County has identified housing and homeownership as a priority among basic needs for the community. Due to the impacts of the COVID-19 crisis, a rising number of Fort Bend County residents are unable to sustain their mortgage and/or utility payments and are at risk of

foreclosure and displacement. In response, Fort Bend County, as allowed and funded through the US Department of Treasury to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible homeowners for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing. The federal HAF Program guidelines will be used to assist Fort Bend County residents in making mortgage and other utility payments to maintain homeownership of their primary residence.

MPACT will facilitate and implement this program by providing the following services:

- Conduct and assist with outreach and awareness of the HAF Program.
- Review of submitted applications for quality assessment, accuracy and verification of eligibility.
- Review files for duplicates and missing data and information.
- Conduct reviews for payment processing to mortgage holders and vendors.
- Provide staff for augmentation of Auditor's office.
- Perform activities necessary to support review, submission and compliance with additional programmatic needs using federal HAF Program funds or other funding sources.
- Provide weekly and/or monthly reporting.
- Document HAF policies and procedures.
- Perform other tasks as assigned and mutually agreed upon for Program Management.

#### **TASK 4: Community Development Block Grant for COVID-19 (CDBG-CV) Program**

- **Scope:**

Fort Bend County has received CDBG-CV funds to assist County residents with eligible activities. The County has elected to initially use these funds to support a rental and utility assistance program. This program will uniquely address those applicants that meet CDBG-CV eligibility guidelines and procedures. The program will focus on low-moderate income residents and provide assistance for rent and utilities only. MPACT will perform the case management activities for eligible residents of the County.

MPACT will facilitate and implement this program by providing the following services:

- Review of submitted applications for eligibility, accuracy and completion, verification of benefits, duplication of benefit and award amount.
- Respond to inquiries and resolve discrepancies.
- Review files for missing data and information.
- Prepare applications and checklist and transmittals for payment processing to vendors.
- Prepare and provide performance reporting
- Provide weekly and/or monthly reporting.
- Perform other tasks as assigned and mutually agreed upon for Program Management.



## **TASK 5: Technical Assistance**

- **Scope:**

Provide continued and necessary implementation activities as necessary to ensure compliance and operational support for programs developed and designed for COVID-19 response due to the public health emergency with respect to COVID-19. These activities include all of the following:

- Maintain program and management support staffing and case management resources to support American Rescue Plan (ARP), Emergency Rental Assistance (ERA), Small Business, CDBG-CV, Childcare, Food Programs and any other programs implemented by Fort Bend County to address and respond to the Coronavirus under the Federal ARP.
- Support call center and case management support and operations to meet demand;
- Additional staffing for review and quality assurance of payments and fund distribution in compliance with the CARES Act;
- Development, review and/or implementation of policies and procedures;
- Activities necessary to support review, submission and compliance with additional programmatic needs using CARES ACT or multiple funding sources.
- Document management support; and
- Support of any other program and operational needs of the county.

## **COMPENSATION**

For these Tasks and Scope of Work (SOW), the fees will be based upon MPACT's submitted and approved Houston-Galveston Area Council (HGAC) negotiated rate schedule. The HGAC Schedule is provided below as Attachment A.



**Attachment A**

**MPACT Strategic Consulting, LLC**

**All Hazards Preparedness, Planning, Consulting & Recovery Services**

**Contract No.: HP08-17**

<b>Labor Category</b>	<b>Hourly Price</b>
Principal	\$235.00
Subject Matter Expert	\$300.00
Project Manager	\$190.00
Senior Manager	\$150.00
Manager	\$110.00
Consultant/Analyst	\$85.00
Trainer	\$75.00
Administrative Assistant	\$45.00

**PERFORMANCE PERIOD**

Due to the current and extended public health emergency and exigent circumstances related to the Coronavirus Pandemic of COVID-19, this SOW performance period is to begin June 1, 2021 for approximately one year, until May 31, 2022.



# 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.**

MPACT Strategic Consulting LLC  
Houston, TX United States

**Certificate Number:**  
2021-767194

**Date Filed:**  
06/16/2021

**Date Acknowledged:**  
06/23/2021

**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.**

Amendment 6  
Professional Services in response to Coronavirus / 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)