

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND       §

### **THIRD AMENDMENT TO AGREEMENT AND EXTENSION OF TERM**

(Fort Bend County and Tetra Tech – RFP 19-041)

THIS THIRD AMENDMENT (“Third Amendment”) is entered into by and between Fort Bend County, Texas (“County”), a political subdivision of the state of Texas, and Tetra Tech, Inc., (“Consultant”), a corporation duly authorized to conduct business in the state of Texas. County and Consultant are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the Parties previously entered into that certain agreement for Contingency All Hazards Consulting Services on or about July 9, 2019 (the “Agreement”) pursuant to RFP 19-041 and was subsequently amended on July 6, 2021 and January 4, 2022; and

WHEREAS, the Parties desire to amend the Agreement by execution of this Third Amendment to extend the time for performance for Consultant, provide for additional services by Consultant, and otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

- (1) **Section 1, Scope of Services** is amended to add additional services provided by Consultant and replace Exhibit “A” and now reads as follows:

#### **Section 1. Scope of Services**

- A. Consultant shall render consulting support services to County for Recovery Management as provided in Consultant’s “Amended Proposal to Fort Bend County, Texas for Consulting Support for Covid-19 Programs” attached hereto as Exhibit “A” and incorporated by reference for all intents and purposes (the “Services”).
- B. This Agreement pertains to the entire geographical area of Fort Bend County including the unincorporated areas of Fort Bend County and the Joint Resolution Jurisdictions as follows:

City of Arcola	City of Beasley	City of Fairchilds	City of Fulshear
City of Kendleton	City of Meadows Place	City of Missouri City	City of Needville
City of Orchard	City of Richmond	City of Rosenberg	City of Simonton
City of Stafford	City of Weston Lakes	Town of Thompsons	Village of Pleak
LID 6 River Park West	LID 11 Greatwood	LID 7 New Territory	LID 19 Riverstone
LID 15 Sugar Land	Sienna Plantation LID	MUD 46 Missouri City	MUD 49 Missouri City
LID 20 Kingdom Heights	Pecan Grove MUD		

- (2) **Subsection A of Section 3, Compensation and Payment** is amended to clarify the total payment that Consultant may become entitled to under the Agreement and now reads as follows:

**Section 3. Compensation and Payment**

- A. The Maximum Compensation to Consultant for the Services performed in Exhibit “A” attached hereto is One Hundred Forty Four Thousand Five Hundred Seventy and 00/100 Dollars (\$144,570.00). In no event shall the amount paid by County to Consultant under this Agreement exceed said Maximum Compensation without a County approved change order.

- (3) **Section 4, Limit of Appropriation** is amended to clarify the total maximum sum County shall have available for liability under the Agreement and now reads as follows:

**Section 4. Limit of Appropriation**

- A. Consultant 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 Seven Hundred Fifty Five Thousand One Hundred Fifty and 00/100 Dollars (\$755,150.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement, and any amendments thereto.
- B. Consultant further understands and agrees, 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 under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seven Hundred Fifty Five Thousand One Hundred Fifty and 00/100 Dollars (\$755,150.00).

- (4) **Subsection A of Section 7, Term** is amended to add an extension of the term as provided in the Agreement, as amended, and now reads as follows:

**Section 7. Term**

- A. Time for the performance of the Services under this Agreement shall begin upon execution of this Agreement by County and shall end no later than December 31, 2022. Consultant shall complete the tasks described in the Scope of Services and in Exhibit “A” attached hereto.

- (5) **Section 24, Certain State Law Requirements for Contracts** is amended to provide for an update in statutory language and now reads as follows:

**Section 24. Certain State Law Requirements for Contracts**

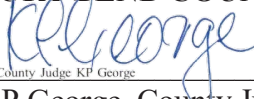
The contents of this Section are required by Texas law and are included by County regardless of content for purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in § 808.001 of the Texas Government Code.
  - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.
  - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
- (6) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- (7) **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT 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.

- (8) **Modifications and Conflict.** Except as modified herein, any prior executed document shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Third Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, this Agreement 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, TEXAS**

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


December 6, 2022  
Date



**ATTEST:**

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

**TETRA TECH, INC.**

  
\_\_\_\_\_  
Authorized Agent – Signature


Jonathan Burgiel  
\_\_\_\_\_  
Authorized Agent- Printed Name

Business Unit President  
\_\_\_\_\_  
Title

11/23/2022  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 755,150.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

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

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# EXHIBIT A

COVID-19 Consulting Support Proposal

Rev 1 August 23, 2022



## **AMENDED Proposal to Fort Bend County, Texas for Consulting Support for COVID-19 Programs**

***Submitted To:***

Mr. Robert "Ed" Sturdivant  
Fort Bend County Auditor's Office  
301 Jackson Street, Suite 701  
Richmond, TX 77469  
281-341-3760  
[Ed.Sturdivant@fortbendcountytexas.gov](mailto:Ed.Sturdivant@fortbendcountytexas.gov)

***Submitted by:***

**Technical representative:**

**Mr. John Buri**  
1500 Citywest Blvd., Suite 1000  
Houston, TX  
Phone: (713) 737-5763  
Office: (832) 251-5197  
E-Mail: [John.Buri@tetratech.com](mailto:John.Buri@tetratech.com)

**Contractual representative:**

**Ms. Betty Kamara**  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Phone: (321) 441-8518  
Fax: (321) 441-8501  
E-mail: [betty.kamara@tetratech.com](mailto:betty.kamara@tetratech.com)

## A. Introduction

Fort Bend County, Texas (County) is one of many communities within the State of Texas who has been identified as a direct recipient by U.S. Treasury for COVID-19 funding as well as funding support by other federal agencies. Tetra Tech is available to offer support through the submittal of this proposal to mobilize and provide Consulting Support to the County as a part of programs funded by COVID-19 related legislation. [This amended task order provides funding for the remaining term of our contract, which currently expires on December 31, 2022.](#)

Tetra Tech is pleased to submit the following [amended](#) Task Order Proposal to provide the County with recovery management consulting services through the following tasks:

- Task 1: Project Startup
- Task 2: Implementation of Appeals Process
- Task 3: Reclaimed Payment Processing ([OPTIONAL](#))
- Task 4: Project Management and Technical Assistance ([OPTIONAL](#))

## B. Scope of Work

### Task 1 – Project Startup ([Completed](#))

The County and Tetra Tech agree that the Team will provide consulting services associated with the County's appeals process:

- Conduct Kickoff Meeting with the County Staff and current vendors to gather data on each of the public-facing programs
- Confirm list of applicable programs that are in need of the appeals process
- Assisting County with developing Appeals Policies and Procedures (P&P) for each of the identified programs

At the completion of this task Tetra Tech will provide the County with meeting notes from the kickoff meeting and an Appeals Policies and Procedures and Reclaimed Payment Processing Policies and Procedures for the programs identified by the County.

### Task 2 – Implementation of the Appeals Process ([On-going](#))

Upon finalization of the Policies and Procedures for the programs, Tetra Tech will augment the County's current program by dedicating staff to each program. Tetra Tech staff will:

- Receive appeals through the County's Point of Contact
- Make contact with the appellant
- Review submitted file and denial
- Obtain additional data as needed
- Make recommendation to the County for further action
- Provide application decisions to applicants including documentation of reasons for denied applications

Tetra Tech anticipates assigning approximately 2 staff for 180 working days for the Emergency Rental Assistance Program (ERAP) and additional staff for 180 working days to the other programs including (Child Care, Food Assistance, Rent & Utility, Small Businesses and Mortgage Assistance) pursuant to the request by the County. In addition, Tetra Tech will assign part-time Senior Analyst and Analyst for management and oversight of the operation.

### Task 3 – Reclaimed Payment Processing (Optional)

In the event that the County notifies Tetra Tech of incorrect payment to individuals or businesses as part of COVID-19 public facing programs, Tetra Tech will act on the County's behalf to conduct outreach to those individuals for the recapture of federal funds.

Tetra Tech's period of performance for this task is anticipated at 180 days. We estimate working 5 days per week, 8 hours per day. In addition, Tetra Tech will assign part-time Senior Analyst and Analyst for management and oversight of the operation.

### Task 4 – Project Management and Technical Assistance (Optional)

At the request of the County, Tetra Tech will assist the County with project management and technical assistance for future public-facing COVID-19 programs. Tasks may include:

- Execute intake and processing of applications for funding/grants
- Execute intake and cursory reviews of reimbursement request to identify ineligible, misaligned, or incomplete reimbursement packets.
- Provide technical assistance to applicants to address noted issues with reimbursement request packets.
- Perform detailed review of eligible reimbursement request and applicable supporting documentation.
- Make eligibility recommendations in accordance with outlined compliance requirement of the applicable grant funding stream.
- Document eligibility decisions and reconcile against applicable reimbursement histories to minimize potential for duplication of benefits or potential fraud, waste, and abuse.
- Notify applicants of eligible amounts approved and compliance requirements for the applicable funding source(s).
- Provide corrective action plans to help recipients address or overcome ineligibility determinations.

## C. Project Costs

The proposed [amended](#) estimated budget of **\$755,150** is based on Tetra Tech's current understanding of the project requirements, [the ongoing program](#), and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech for Tasks 1 - 2. [Tasks 3 and 4 have not currently been implemented, however the County may choose to do so at its discretion.](#)

The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates as set forth in the Master Services Agreement between the County and Tetra Tech (Job No. 19-041 for All Hazards Planning), dated July 9, 2019. Table 1 shows the estimated cost breakdown by task. Table 2 outlines the anticipated staff positions and level of effort for these services.

**Table 1: Estimated Cost Breakdown by Task [1] [2]**

Task	Estimated Total
Task 1: Project Startup	\$24,800
Task 2: Implementation of the Appeals Process	\$730,350
Task 3: Reclaimed Payments	TBD
Task 4: Project Management and Technical Assistance	TBD
<b>Estimated Total</b>	<b>\$755,150</b>

**Table 2: Estimated Cost Breakdown by Labor Category [1][2]**

Title	Estimated Hours	Hourly Rate	Estimated Total
Senior Program Manager	720	\$155.00	\$111,600
Consultant II	2,900	\$112.00	\$324,800
Consulting Aide	4,250	\$75.00	\$318,750
<b>Estimated Total</b>			<b>\$755,150</b>

*[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.*

*[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one deliverable and more hours within another deliverable.*

#### **D. Assumptions**

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **On-Site/Remote Support.** This budget assumes this assistance will be provided by remote staff.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format or paper copy upon request.
- **Access to Key Personnel.** Availability of the County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by the key personnel will be accepted as factual and no confirmation will be made.
- **Exclusions for Reclaimed Payments.** Tetra Tech's role in the reclaimed payments is to notify the individual or business receiving the incorrect payment
- **Invoicing / Payment.** The County will be invoiced monthly. Payment terms are net 30 days.
- **Proposal.** This proposal is based on our current understanding of the project and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the County. The final approved proposal will be part of the awarded Contract/Purchase Order by reference or incorporated as an exhibit.

# 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.**

Tetra Tech, Inc.  
Houston, TX United States

**Certificate Number:**  
2022-958298

**Date Filed:**  
11/23/2022

**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, Texas

**Date Acknowledged:**  
12/06/2022

**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.**

RFP 19-041  
Contingency All Hazards Consulting Services

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)