

STATE OF TEXAS §
 COUNTY OF FORT BEND §

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

THIS ELEVENTH AMENDMENT (“Eleventh 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 “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties 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, March 23, 2021, June 22, 2021, September 28, 2021, September 7, 2022, December 23, 2022, and August 8, 2023 (collectively the “Agreement”); and

WHEREAS, County wishes to amend the Agreement to extend the Time of Performance and obtain additional services from Contractor that are within the Statement of Work, attached hereto as Exhibit A and incorporated herein by reference; 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. County shall pay Contractor an additional Fifty-Four Thousand, Eight Hundred Eight dollars and 00/100 **(\$54,808.00)** for the provision of additional services as described in Exhibit A, incorporated herein by reference.
2. The Maximum Compensation payable to Contractor for the performance of Services is hereby increased to an amount not to exceed Thirty-Two Million, Two Hundred Eighty-Five Thousand, Six Hundred Twenty-Nine dollars and 95/100 **(\$32,285,629.95)**, authorized as follows:
 - \$32,230,821.95 under the Agreement; and
 - \$54,808.00 under this Eleventh Amendment.
3. In no case shall the amount paid by County for all Services under the Agreement and this Eleventh Amendment exceed the Maximum Compensation without written agreement executed by both parties.

4. The parties agree the terms and conditions of the Agreement have remained in effect to date and are hereby extended to end no later than December 31, 2024.

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

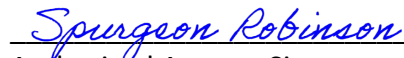
IN WITNESS WHEREOF, the parties put their hands to this Eleventh Amendment on the dates indicated below.

FORT BEND COUNTY

MPACT STRATEGIC CONSULTING, LLC



KP George, County Judge

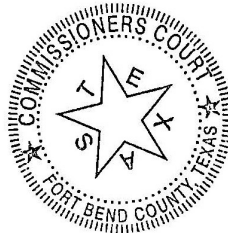


Authorized Agent – Signature

August 13, 2024
Date

Spurgeon Robinson
Authorized Agent – Printed Name

ATTEST:



President
Title

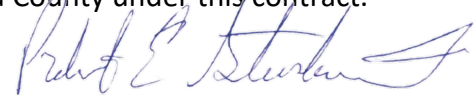


Laura Richard, County Clerk

12/5/2023
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$32,285,629.95 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A – Statement of Work

EXHIBIT A

TASK ORDER -DRAFT

August 18, 2023	Task Order #: 10
Fort Bend County Auditor's Office 301 Jackson Street, Suite 701 Richmond, TX 77469	Project: Compliance & Monitoring for HGAC Triple R Loan Program Project Location: Hybrid/Houston, TX

This Statement of Work (SOW) is established between the Fort Bend County Auditor's Office and MPact Strategic Consulting ("Consultant"). This SOW is to be identified from other SOWs by the number identified and recorded above. The services authorized under this Statement of Work are described below:

I. Scope of Work

The scope of this requirement is to provide compliance and monitoring services for the Triple R Loan and grant program that ensures that borrowers and grantees adhere to the terms and conditions as well as monitoring the program administrators' compliance to ensure contractual obligations are met. Here are some common compliance and monitoring activities:

II. Tasks

- a. Conduct a qualified sample of program records and files related to the eligibility and program policy and guidelines.
- b. Eligibility Verification: Ensure that borrowers and grantees meet all eligibility criteria set by the program, such as income requirements, business size, or project type.
- c. Documentation Review: Review and verify all necessary documentation, including financial records, personal identification, business plans, or project proposals, to ensure accuracy and compliance with program guidelines.
- d. Disbursement Monitoring: Monitor and track the disbursement of funds to ensure that they are used for the intended purpose and in accordance with the program guidelines.
- e. Periodic Reporting: Assist in developing required metrics, key performance indicators, and reporting requirements for governing agencies and other program stakeholders.
- f. Audit and Financial Analysis: Conduct audits or financial analysis to assess the proper use of funds, identify any irregularities, and ensure compliance with financial regulations. Evaluate internal auditing and monitoring processes and activities. Identify gaps and perform risk assessment analysis.
- g.

III. Key Personnel for purposes of this Task Order:

- a. Technical Advisor/SME
- b. Compliance Manager II
- c. Compliance Analyst/Manager I

IV. Compensation Basis

Subject to the terms of this Statement of Work and the issuance of a Purchase Order, Fort Bend County Auditor's Office will pay Consultant on a time and material expended basis for the services

TASK ORDER -DRAFT

performed hereunder. Consultant represents that all services under this Statement of Work can be provided for an amount not to exceed the sum of \$54,808.

V. Period of Performance

Commencement Date: January 01, 2024

Task Completion Date: June 30, 2025

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:
 2024-1181827

Date Filed:
 06/27/2024

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

Date Acknowledged:
 08/13/2024

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.
 28490
 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)