

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIRST AMENDMENT TO AGREEMENT FOR PAYROLL VALIDATION SERVICES
 (Hagerty Consulting, Inc. – RFP 19-041)

This First Amendment to Agreement for Payroll Validation Services (“First Amendment”) is made and entered into by and between FORT BEND COUNTY, TEXAS (“County”), a political subdivision of the state of Texas, and HAGERTY CONSULTING, INC. (“Consultant”), a corporation duly authorized to conduct business in the state of Texas. County and Consultant may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Consultant is a corporation which provides consulting services for governmental entities including disaster preparedness, response, and recovery; and

WHEREAS, on or about August 9, 2022, County and Consultant entered into that certain agreement for Payroll Validation, Compliance Activities, and Ongoing Support associated with Payroll Expenditures under the Coronavirus Relief Fund and Coronavirus Local Fiscal Recovery Funds pursuant to RFP 19-041 (the “Agreement”); and

WHEREAS, by execution of this First Amendment, the Parties desire to amend the Agreement to provide for the continuation of such consulting services to County, to increase the maximum compensation amount, and extend the time of performance or term.

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 3, subsection A of the Agreement is amended in its entirety as follows:

Section 3. Compensation and Payment

- A. The Maximum Compensation for the performance of the Services within the Scope of Services described in Section 1 of this Agreement is increased by Two Hundred Seventy One Thousand Sixty Five and 00/100 Dollars (\$271,065.00), for a total of One Million One Hundred Thirty Three Thousand Seventy and 53/100 Dollars (\$1,133,070.53). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without an agreement executed by the Parties. Travel expenses submitted for reimbursement (if any), must be incurred in accordance with County’s Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.

- (2) Section 4 of the Agreement is amended in its entirety as follows:

Section 4. Limit of Appropriation

- A. 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 One Hundred Thirty Three Thousand Seventy and 53/100 Dollars (\$1,133,070.53) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement.
- B. 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 under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed One Million One Hundred Thirty Three Thousand Seventy and 53/100 Dollars (\$1,133,070.53).

- (3) Section 5 of the Agreement is amended in its entirety as follows:

Section 5. Time of Performance or Term

The time for performance of the Scope of Services by Consultant shall begin with receipt of the Notice to Proceed from County and end no later than January 31, 2025. 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.

- (4) **Federal and State Required Clauses.** 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 in the attached Exhibit B-1, which is incorporated fully by reference. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise.
- (5) **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
- (6) **Modifications.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. All other terms conditions provided in the Agreement shall remain the same.
- (7) **Conflict.** If there is a conflict among documents that make up the Agreement, this First Amendment will prevail with regard to the conflict.

- (8) **Multiple Counterparts.** This First Amendment may be executed in multiple counterparts, each of which will be deemed as an original for all intents and purposes.
- (9) **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.**

*remainder left blank
execution page follows*

IN WITNESS WHEREOF, this Amendment 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 First 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

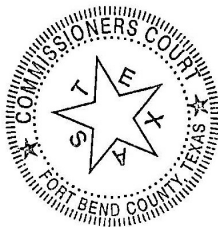
HAGERTY CONSULTING, INC.

KP George
KP George, County Judge

Bradley R. Grining
Authorized Agent – Signature

ATTEST:

Laura Richard
Laura Richard, County Clerk



Bradley R. Grining
Authorized Agent- Printed Name
Chief Operating Officer
Title

12/19/2024
Date *Approved by Commissioners Court on 12/17/2024*

12/6/2024
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 1,133,070.53 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A-1: Proposal dated November 27, 2024
Exhibit B-1: Federal Clauses

i:\agreements\2024 agreements\auditor\hagerty consulting, inc. (22-aud-101081-a1)\1st amendment to agreement -- hagerty consulting.docx (DRP 12.4.24)

EXHIBIT A-1

Proposal dated November 27, 2024



Revised Task Order Budget Summary

To: Ed Sturdivant, County Auditor, Fort Bend County

From: Matt Hochstein, Vice President, Hagerty Consulting

Copy: John H. Hageman, Deputy Director, Hagerty Consulting
Katie Freeman, Director of Operations, Hagerty Consulting
Monica Cardin, Senior Managing Associate, Hagerty Consulting

Date: November 27, 2024

Subject: Revised Task Order Budget and Period of Performance for Fort Bend County, TX
Contract# 19-041: Payroll Validation, Compliance Activities, and Ongoing Support associated with Payroll Expenditures under the Coronavirus Relief Fund and Coronavirus Local Fiscal Recovery Funds

On August 9, 2022, Hagerty Consulting, Inc. (**Hagerty**) entered into a task order agreement (**Task Order**) with the Fort Bend County, Texas (**County**) for \$862,005.53 to support the County with payroll validation, compliance activities, and ongoing support associated with payroll expenditures under the Coronavirus Relief Fund (CRF) and Coronavirus Local Fiscal Recovery Funds (CLFRF). The Time of Performance under the Task Order expires on November 30, 2024. Hagerty and the County are referred to collectively as the “Parties”.

As of November 18, 2024, a Task Order amendment is pending final approval from the County, which would increase the Task Order budget to \$1,133,070.33.

The Parties agree that an additional extension to the Time of Performance is needed to perform the following services:

- » Complete the Grants Management Policy;
- » Execute training for relevant County departments on the Grants Management Policy; and
- » Enable response to questions from the Commissioner’s Court.

To support the County’s request for Hagerty to continue providing consulting services, this Task Order modification will:

1. Extend Time of Performance to January 31, 2025, with no increase to the Task Order budget. Hagerty assumes the County will approve the separate pending Task Order budget increase to \$1,133,070.33.

FOR MORE INFORMATION

For more information regarding this memo, please feel free to reach out to:

John H. Hageman, Hagerty Consulting, Inc.

Deputy Director

John.Hageman@hagertyconsulting.com

Monica Cardin, Hagerty Consulting, Inc.

Senior Managing Associate

Monica.Cardin@hagertyconsulting.com

EXHIBIT B-1

Federal Clauses

Exhibit B-1:
FEDERAL CLAUSES FOR CARES ACT

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. -

Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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 must 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 non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

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.

Hagerty Consulting, Inc.
Evanston, IL United States

Certificate Number:
2024-1240889

Date Filed:
11/19/2024

Date Acknowledged:
12/17/2024

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

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.

34492
Consulting for Payroll Validation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hagerty, Stephen	Evanston, IL United States	X	
	Grining , Bradley	Evanston, IL 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)