

HAZARD MITIGATION SERVICES



THIS AGREEMENT, MADE EFFECTIVE THIS 6TH DAY OF MAY, 2019 BY AND BETWEEN HOPKINS COUNTY, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code and 2 CFR Part 200.

I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client grant management services for Client's FEMA Hazard Mitigation Assistance Program, as administered by the Federal Emergency Management Agency (the "Department"), as provided in the provisions titled, "PART III - Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The initial term of this Agreement will be for two years and will begin on the Effective Date. Upon the expiration of the original term the Agreement it shall be automatically renewed for a one (1) year period up to three times, for a total contract period of five (5) years, unless prior to the renewal date either party gives the other party written notice of its intent to terminate the Agreement. Written notice must be given in accordance with the provisions titled PART II - Terms and Conditions. During any renewal period, the terms, conditions and provisions set forth in this Agreement shall remain in effect unless modified in accordance with Section VII, Changes and Amendments. Should additional time be needed to complete the Services, beyond five years, a written extension request must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. (See Section VI, Changes and Amendments).

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant at the agreed upon Pre-Award and Post-Award fee schedules set forth in Attachment A. Consultant will furnish an invoice to the Client detailing Services performed. All invoices are payable to Consultant at 2201 Northland Drive, Austin, Texas 78756. Client shall not be responsible for any payment to Consultant for any additional services not specifically included in PART III, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

IV. PAYMENT TERMS

Client will pay for Services performed under this Agreement in accordance with Texas Government Code; section 2251 "Prompt Payment".

V. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00). Additional Services must be authorized by the Client on the Authorization of Change in Services form attached to this Agreement as Attachment B.
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
 2. Reassessment of the environmental assessment procedures, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.
 3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 4. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
 5. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
 6. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 7. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.

8. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the fees payable to Consultant specified in Attachment A. Expenditures for such services shall require prior approval by Client.

VI. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VII. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VIII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

IX. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- B. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- D. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- E. Local Program Liaison. For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- F. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or

relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.

- G. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- H. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- I. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- J. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- K. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or FEMA program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- L. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

X. TERMS AND CONDITIONS

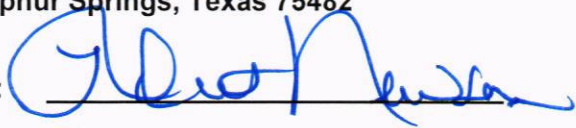
This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "PART III - Scope of Work" which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.


GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

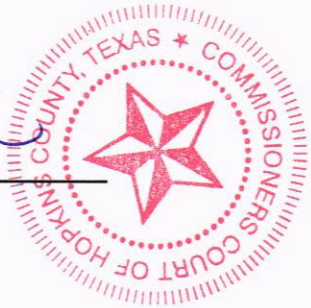
BY: 
Bruce J. Spitzengel
President

Hopkins County
118 Church St
Sulphur Springs, Texas 75482

BY: 
County Judge

ATTEST:

BY: 



**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense; all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
1. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
2. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
3. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
4. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
5. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
6. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B), if the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
7. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. CONFLICTS OF INTEREST

- A. Governing Body: Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- A. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the FEMA award between the Department and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- B. Consultant and Employees. The Consultant warrants and represents that it has no conflict of interest associated with the FEMA award between the Department and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the FEMA award between the Department and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

10. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:

- A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 504 Rehabilitation Act of 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
 - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

11. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
12. **PATENT RIGHTS AND INVENTIONS.** The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).
13. **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. (2 CFR 200 Appendix II (B)).
14. **ENERGY EFFICIENCY.** The Consultant shall comply with the 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 (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 Appendix II (h) and 42 U.S.C. 6201).
15. **VERIFICATION NO BOYCOTT ISRAEL.** As required by Chapter 2270, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
16. **NO FOREIGN TERRORIST ORGANIZATIONS.** Pursuant to Chapter 2252, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

AGREEMENT FOR GRANT ADMINISTRATION SERVICES PART III - SCOPE OF WORK

Note: Listed services may not be required for every project. Post-Award activities will not proceed if funds are not granted by the Department. Consultant shall furnish only those services appropriate to each project.

I. SCOPE OF BASIC SERVICES

The Consultant will, with the Client's assistance and cooperation:

Pre-Award Application Preparation and Submission

Note: For HMA application(s) in which a definitive deadline has not been set by the Texas Department of Public Safety's Division of Emergency Management (TDEM) or Texas Water Development Board (TWDB), Consultant will work diligently in conjunction with Client and Client's engineer to prepare application(s) for submittal to TDEM/TWDB and FEMA. Elements of the application such as BCA, cost estimates and detailed project scope, are not entirely within Consultant's control, therefore Consultant cannot guarantee that any specific HMA application will be submitted by the as-yet unknown deadline.

- 1) Prepare a Notice of Interest to submit to the TDEM/TWDB Hazard Mitigation Assistance Program, if required.
- 1) Prepare an application to submit to TDEM/TWDB for a Hazard Mitigation Grant within the guidelines and procedures established by TDEM/TWDB.
- 2) Coordinate Benefit-Cost Analysis (BCA) with engineer or local staff
- 3) Organize and complete application requirements including required resolutions or Interlocal agreements, if applicable.
- 4) Submit the completed application to TDEM/TWDB by the assigned deadline date.
- 5) Respond to any requests by TDEM/TWDB review staff or FEMA for clarification of or supplemental application information.

Post-Award Grant Implementation

Phased Project—Phase 1 (if applicable)

- 1) Implementation and technical assistance
- 1) Attend Client Phase 1 Kick-Off Meeting or conference call hosted by TDEM/TWDB, if applicable.
- 2) Establish record keeping system, including financial management records required by TDEM/TWDB.
- 3) Prepare and submit quarterly reports to TDEM/TWDB.
- 4) Assist in ensuring completion of Phase 1 Deliverables required by State and FEMA
- 5) Closeout of Phase 1

Single Phase Project or Phased Project—Phase 2 (as applicable)

- 1) Establish record keeping system, including financial management records required by TDEM/TWDB.
- 2) Prepare and submit quarterly reports to TDEM/TWDB.
- 3) Furnish forms, policies, and procedures for implementation of the project.
- 4) Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks according to TDEM/TWDB guidelines.
- 5) Attend Client Kick-Off Meeting or conference call hosted by TDEM/TWDB, if applicable.
- 6) Track progress and coordinate parties to facilitate Project completion within the required 24-month time frame or to extend Period of Performance, if applicable.
- 7) Prepare Project-related reimbursement requests and submit to the designated State project officer as needed, not to exceed one per quarter.
- 8) Review Project-related contracts to ensure they are in compliance with local, State and Federal Laws.
- 9) Review bid packet, bid advertisement, bid tabulation, and contract provided by engineer for compliance with State and Federal requirements.
- 10) Confirm debarment status of construction contractor and any subcontractors on SAM.gov.
- 11) Attend pre-construction conference and prepare minutes, if applicable.
- 12) Request from engineer and process and submit change orders to TDEM/TWDB when necessary.
- 13) Obtain a Certificate of Construction Completion and submit to TDEM/TWDB.

- 14) Prepare close-out monitoring documents and submit to TDEM/TWDB.

II. CLIENT RESPONSIBILITIES

The Client will:

- 1) Provide information, cooperation, and assistance to the Consultant necessary to its fulfillment of the Scope of Services under this Agreement.
- 2) Furnish the Consultant with copies of Project-related data and information upon request.
- 3) Authorize Consultant access to Department's Grant Management System (GMS) for the use of submitting and retrieving grant related documents.
- 4) Be responsible for fulfilling conditions required in Client's contract with Department and not otherwise listed in the Consultant's Scope of Work.
- 5) Pay Consultant and other vendor invoices within 60 days of receipt.
- 6) Examine documents and information submitted by the Consultant and promptly render responses within 10 business days to the Consultant on issues requiring a decision by the Client.

III. ADDITIONAL SERVICES

- 1) The Client may direct the Consultant to perform services outside the scope of Basic Services described in Section I. The Consultant will submit a written estimate of fees, based on its standard rate of \$95 per hour, to the Client and obtain the Client's authorization before initiating any additional services.
- 2) Each material change (deletion or addition) in the services to be provided by the Consultant must be authorized by the Client on the Authorization of Change in Services form attached to this Agreement as Attachment B. Compensation for additional services will be for those services provided by the Consultant in addition to the services specified in Section I, Scope of Services. The approval of the Client's governing body is necessary for all additional services that exceed the fees described in Attachment A.
- 3) Services related to contract amendments or modifications, reassessment of the environmental review requirements resulting from a contract change, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section VI of this Agreement).
- 4) If acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client's responsibility.

Additional General Terms Regarding Third-Party Services

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

Attachment A
Compensation and Payment

PRE-AWARD SERVICES

Consultant shall provide Pre-Award Services described in Part III of the Agreement. The Pre-Award application preparation and submission fee schedule is as follows:

Project Activity	Not-to-Exceed Pre-Award Costs
Warning Siren	\$4,000
Generators including but not limited: 14 Volunteer Fire Departments, County Court Annex Buildings & Rural water systems	\$3,500 base fee plus \$2,500 per BCA
Drainage & Other Construction Basic drainage services and Basic Drainage services for Precinct 1, 2, 3 & 4	
Under \$500,000	\$6,000
\$500,000-\$2 million	\$8,000
Over \$2 million	\$10,000
Safe Room	\$3,500 base fee plus \$2,500 per BCA

Pre-Award Services fees will be billed in two phases – Half will be due upon commencement of the application process and the remaining half will be due upon grant application submission to the Department. If the application is selected for funding, the Department may reimburse Client for 75% of this fee. GrantWorks will assist Client in requesting reimbursement of the Pre-Award Services fee from the Department if the project is funded, though reimbursement cannot be guaranteed.

Client will pay the Consultant within 30 calendar days upon receipt of an invoice indicating the completed tasks. The fee schedule shall be based upon identified contract milestones as follows:

Pre-Award Deliverables

-
- NOI Preparation and Submission for Project Approval and State Invitation to Apply, if required
 - Application Preparation and Submission to Department

Payment Terms: No administrative/management fees other than the application preparation fee shall be due from Client to Consultant if Client does not receive a Hazard Mitigation Grant award to fund Post-Award services, and in such event the Consultant's obligation to the Client shall be limited to the Pre-Award Scope of Services specified in Part III of the Agreement. In any event, total amount due to Consultant will not exceed the amounts in the fee schedule above over the term of this Agreement unless services outside the scope of Basic Services are agreed upon by both parties and approved by the Client's governing body. Quarterly reimbursement requests to the State will request reimbursement for 75% of all eligible costs. The Department only accepts reimbursement requests greater than \$2,500.

POST AWARD SERVICES

Consultant shall provide Post-Award Services described in Part III of the Agreement for approved hazard mitigation project(s). Post-Award services will not commence until a Notice of Award is received by the Client from the Department. The Client agrees to pay Consultant Post-Award Fees as defined in each approved hazard mitigation project. The budget(s) for each approved project are attached and incorporated by reference. Post-Award fees will conform to the following Fee Schedule:

Project Activity	Not-to-Exceed Post-Award Costs
Warning Siren	5% of grant and match amounts
Generator/s	5% of grant and match amounts
Drainage & Other Construction	
Under \$500,000	5% of grant and match amounts
\$500,000-\$2 million	5% of grant and match amounts
Over \$2 million	Negotiable based on size
Safe Room	5% of grant and match amounts

Consultant will bill Client for any tasks and/or milestones as they are completed. Client will pay the Consultant within 30 calendar days upon receipt of an invoice indicating the completed tasks. The invoice shall be based upon completion of identified contract milestones as follows:

Milestones – Phased Projects Phase 1 (if applicable)	Percent of Fee
Phased project services, Kick Off Meeting – Phase 1	50%
Phased project services complete – Phase 1	50%

Milestones – Single Phase Projects or Phased Projects Phase 2 (as applicable)	Percent of Fee
Client Kick Off Meeting	15%
Establish record keeping, reporting and financial management systems	10%
Complete construction procurement review	20%
Complete construction contract review	10%
Pre-construction conference	10%
50% construction complete	15%
Construction complete	10%
Closeout paperwork submitted	10%

Payment Terms: If Client receives a Hazard Mitigation Grant award to fund Post-Award activities as a single phase project, management fees related to the project will be due from Client to Consultant in accordance with the Single Phase milestones above. If Client receives a Hazard Mitigation Grant award to fund Post-Award activities in multiple phases, management fees related to each funded phase will be due from Client to Consultant in accordance with the Phased Projects milestones above and Consultant's obligation to the Client shall be limited to the Scope of Services indicated for each funded phase as specified in Part III of the Agreement.

In any event, total amount due to Consultant will not exceed the amounts in the Fee Schedule above over the term of this Agreement unless services outside the scope of Basic Services are agreed upon by both parties and approved by the Client's governing body. Quarterly reimbursement requests to the State will request reimbursement for 75% of all eligible costs. The State only accepts reimbursement requests greater than \$2,500.

INSERT BUDGET(S) UPON TDEM/TWBD APPROVAL

Attachment B

AUTHORIZATION OF CHANGE IN SERVICES

CONSULTANT: GrantWorks, Inc.
WORK AUTHORIZATION: No. _____
CHANGE IN SERVICE NUMBER: _____
ORIGINAL CONTRACT DATE: _____

WORK TO BE ADDED TO OR DELETED FROM THE BASIC SCOPE OF SERVICES

PREVIOUS CONTRACT AMOUNT:
NET INCREASE/DECREASE IN CONTRACT AMOUNT:
REVISED CONTRACT AMOUNT:
GRANTWORKS, INC.

APPROVED BY:

BY: _____

PRINTED NAME & TITLE: _____