



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.