

July 8, 2016

The Honorable Robert Newson
Hopkins County Judge
118 Church Street
Sulphur Springs, TX 75482

Bruce Spitzengel, President
Wendy Kirby, CFM
Hazard Mitigation Project Manager
2201 Northland Drive . Austin, Texas 78756
P (512) 420-0303 x337 . F (800) 407-5532
wendy@grantworks.net . www.grantworks.net

Re: LETTER OF AGREEMENT

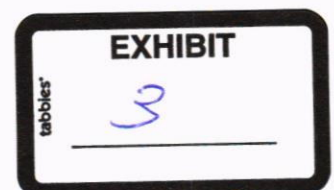
Dear Judge Newsom:

Thank you for choosing GrantWorks to administer your Hazard Mitigation CR1178 drainage grant project. The first order of business is to execute our Letter of Agreement.

This letter shall serve as an agreement between GrantWorks, Inc. ("Consultant"), 2201 Northland Dr., Austin, TX 78756 and the Hopkins County ("County"), 118 Church Street, Sulphur Springs, TX 75482 for the provision of Hazard Mitigation Application Preparation and Hazard Mitigation Grant Management Services (the "Services") in connection with the County's 2016/2017 Hazard Mitigation Grant Project (the "Project") as administered by the Texas Division of Emergency Management (TDEM). The Consultant will perform its services to the County as described in the Scope of Work attached as Attachment A and in accordance with the terms and conditions in Attachment D.

The County agrees to pay the Consultant a not-to-exceed Total Fee specified in Attachment B for the satisfactory performance of basic services in accordance with the provisions of Attachment A. Since the Consultant's compensation is a fixed fee for basic services, including minor deviations described in this Agreement, compensation to the Consultant for additional services will only be for substantial deviations from the scope of services defined in this Agreement. Substantial deviations would be billed at our standard rates as indicated in the Base of Compensation section. The County is under no obligation to compensate the Consultant for additional services performed without the County's prior approval. Reimbursable expenses, including expenses for reproduction of documents, auto travel mileage, lodging, delivery charges and freight are included in the consultant's basic services compensation.

After the date of this Agreement and grant approval, the Consultant will submit to the County itemized invoices for work progress in accordance with Attachment A, Section IV. The County will pay the Consultant within 60 days of receipt of each monthly invoice. The County understands that TDEM will not accept a reimbursement request for its payments to the Consultant until the County accumulates at least \$2,500 in total reimbursable project expenses.

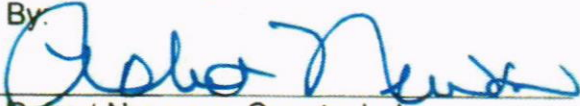


Each material change (deletion or addition) in the services to be provided by the Consultant must be authorized by the County on the Authorization of Change in Services form attached to this Agreement as Attachment C. In no event will this agreement be increased to an amount in excess of the Total Fee specified in Attachment B without prior approval by the local governing body.

Please indicate your acceptance of this agreement by counter-signing and retaining one executed copy for your files and returning the fully executed original to Wendy Kirby, Hazard Mitigation Project Manager, to the address listed above.

Hopkins County

By:



Robert Newsom, County Judge

7-25-16

Date

GrantWorks, Inc.

By:



Bruce J. Spitzengel, President

July 8, 2016

Date

ATTACHMENT C

AUTHORIZATION OF CHANGE IN SERVICES

PROJECT: Grant Mitigation Application Preparation and Implementation in Connection with Hazard Mitigation Grant **CR1178 Drainage Project**

CONSULTANT: GrantWorks, Inc.

AUTHORIZATION NUMBER: 1

ORIGINAL CONTRACT DATE: 7/25/2016

AUTHORIZATION DATE: _____

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

-
1. Adding a Notice of Intent submission due to new State requirements
 2. Contracted services extended to Hazard Mitigation disasters declared or announced in 2017 - 2019.

PREVIOUS CONTRACT AMOUNT: Not to exceed 5% of the grant and match amounts for management services

NET INCREASE/DECREASE IN CONTRACT AMOUNT: No Change

REVISED CONTRACT AMOUNT: No Change

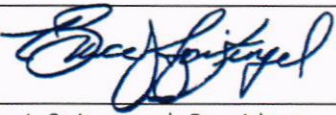
GRANTWORKS, INC.

APPROVED BY:

BY:  DATE: March 12, 2018

PRINTED NAME & TITLE: Judge Robert Newsom

GrantWorks, Inc.

By: 

Bruce J. Spitzengel, President

March 6, 2018

Date

July 8, 2016

The Honorable Robert Newson
Hopkins County Judge
118 Church Street
Sulphur Springs, TX 75482

*Bruce Spitzengel, President
Wendy Kirby, CFM
Hazard Mitigation Project Manager
2201 Northland Drive . Austin, Texas 78756
P (512) 420-0303 x337 . F (800) 407-5532
wendy@grantworks.net . www.grantworks.net*

Re: LETTER OF AGREEMENT

Dear Judge Newsom:

Thank you for choosing GrantWorks to administer your Hazard Mitigation CR1180 drainage grant project. The first order of business is to execute our Letter of Agreement.

This letter shall serve as an agreement between GrantWorks, Inc. ("Consultant"), 2201 Northland Dr., Austin, TX 78756 and the Hopkins County ("County"), 118 Church Street, Sulphur Springs, TX 75482 for the provision of Hazard Mitigation Application Preparation and Hazard Mitigation Grant Management Services (the "Services") in connection with the County's 2016/2017 Hazard Mitigation Grant Project (the "Project") as administered by the Texas Division of Emergency Management (TDEM). The Consultant will perform its services to the County as described in the Scope of Work attached as Attachment A and in accordance with the terms and conditions in Attachment D.

The County agrees to pay the Consultant a not-to-exceed Total Fee specified in Attachment B for the satisfactory performance of basic services in accordance with the provisions of Attachment A. Since the Consultant's compensation is a fixed fee for basic services, including minor deviations described in this Agreement, compensation to the Consultant for additional services will only be for substantial deviations from the scope of services defined in this Agreement. Substantial deviations would be billed at our standard rates as indicated in the Base of Compensation section. The County is under no obligation to compensate the Consultant for additional services performed without the County's prior approval. Reimbursable expenses, including expenses for reproduction of documents, auto travel mileage, lodging, delivery charges and freight are included in the consultant's basic services compensation.

After the date of this Agreement and grant approval, the Consultant will submit to the County itemized invoices for work progress in accordance with Attachment A, Section IV. The County will pay the Consultant within 60 days of receipt of each monthly invoice. The County understands that TDEM will not accept a reimbursement request for its payments to the Consultant until the County accumulates at least \$2,500 in total reimbursable project expenses.

Each material change (deletion or addition) in the services to be provided by the Consultant must be authorized by the County on the Authorization of Change in Services form attached to this Agreement as Attachment C. In no event will this agreement be increased to an amount in excess of the Total Fee specified in Attachment B without prior approval by the local governing body.

Please indicate your acceptance of this agreement by counter-signing and retaining one executed copy for your files and returning the fully executed original to Wendy Kirby, Hazard Mitigation Project Manager, to the address listed above.

Hopkins County

GrantWorks, Inc.

By: 
Robert Newsom, County Judge

By: 
Bruce J. Spitzengel, President

7-25-16
Date

July 8, 2016
Date

ATTACHMENT C

AUTHORIZATION OF CHANGE IN SERVICES

PROJECT: Grant Mitigation Application Preparation and Implementation in Connection with Hazard Mitigation Grant **CR1180 Drainage Project**

CONSULTANT: GrantWorks, Inc.

AUTHORIZATION NUMBER: 1

ORIGINAL CONTRACT DATE: 7/25/2016

AUTHORIZATION DATE: _____

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

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1. Adding a Notice of Intent submission due to new State requirements
 2. Contracted services extended to Hazard Mitigation disasters declared or announced in 2017 - 2019.

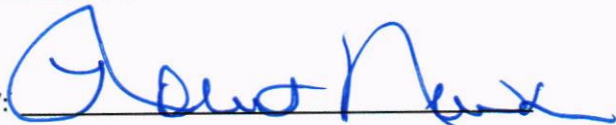
PREVIOUS CONTRACT AMOUNT: Not to exceed 5% of the grant and match amounts for management services

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GRANTWORKS, INC.

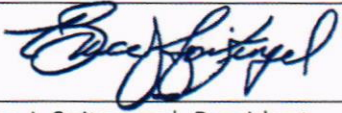
APPROVED BY:

BY: 

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Bruce J. Spitzengel, President

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Re: LETTER OF AGREEMENT

Dear Judge Newsom:

Thank you for choosing GrantWorks to administer your Hazard Mitigation CR1186 drainage grant project. The first order of business is to execute our Letter of Agreement.

This letter shall serve as an agreement between GrantWorks, Inc. ("Consultant"), 2201 Northland Dr., Austin, TX 78756 and the Hopkins County ("County"), 118 Church Street, Sulphur Springs, TX 75482 for the provision of Hazard Mitigation Application Preparation and Hazard Mitigation Grant Management Services (the "Services") in connection with the County's 2016/2017 Hazard Mitigation Grant Project (the "Project") as administered by the Texas Division of Emergency Management (TDEM). The Consultant will perform its services to the County as described in the Scope of Work attached as Attachment A and in accordance with the terms and conditions in Attachment D.

The County agrees to pay the Consultant a not-to-exceed Total Fee specified in Attachment B for the satisfactory performance of basic services in accordance with the provisions of Attachment A. Since the Consultant's compensation is a fixed fee for basic services, including minor deviations described in this Agreement, compensation to the Consultant for additional services will only be for substantial deviations from the scope of services defined in this Agreement. Substantial deviations would be billed at our standard rates as indicated in the Base of Compensation section. The County is under no obligation to compensate the Consultant for additional services performed without the County's prior approval. Reimbursable expenses, including expenses for reproduction of documents, auto travel mileage, lodging, delivery charges and freight are included in the consultant's basic services compensation.

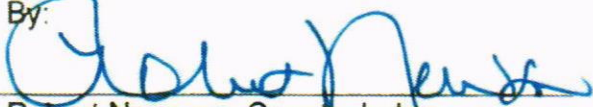
After the date of this Agreement and grant approval, the Consultant will submit to the County itemized invoices for work progress in accordance with Attachment A, Section IV. The County will pay the Consultant within 60 days of receipt of each monthly invoice. The County understands that TDEM will not accept a reimbursement request for its payments to the Consultant until the County accumulates at least \$2,500 in total reimbursable project expenses.

Each material change (deletion or addition) in the services to be provided by the Consultant must be authorized by the County on the Authorization of Change in Services form attached to this Agreement as Attachment C. In no event will this agreement be increased to an amount in excess of the Total Fee specified in Attachment B without prior approval by the local governing body.

Please indicate your acceptance of this agreement by counter-signing and retaining one executed copy for your files and returning the fully executed original to Wendy Kirby, Hazard Mitigation Project Manager, to the address listed above.

Hopkins County

By:



Robert Newsom, County Judge

7-25-16

Date

GrantWorks, Inc.

By:



Bruce J. Spitzengel, President

July 8, 2016

Date

ATTACHMENT C

AUTHORIZATION OF CHANGE IN SERVICES

PROJECT: Grant Mitigation Application Preparation and Implementation in Connection with Hazard Mitigation Grant **CR1186 Drainage Project**

CONSULTANT: GrantWorks, Inc.

AUTHORIZATION NUMBER: 1

ORIGINAL CONTRACT DATE: 7/25/2016

AUTHORIZATION DATE: _____

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

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PREVIOUS CONTRACT AMOUNT: Not to exceed 5% of the grant and match amounts for management services

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GRANTWORKS, INC.

APPROVED BY:

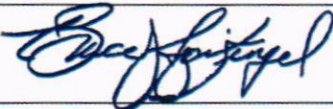
BY: 

DATE: March 12, 2018

PRINTED NAME & TITLE: Judge Robert Newsom

GrantWorks, Inc.

By:



Bruce J. Spitzengel, President

March 6, 2018

Date

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Re: LETTER OF AGREEMENT

Dear Judge Newsom:

Thank you for choosing GrantWorks to administer your Hazard Mitigation Pipeline Road drainage grant project. The first order of business is to execute our Letter of Agreement.

This letter shall serve as an agreement between GrantWorks, Inc. ("Consultant"), 2201 Northland Dr., Austin, TX 78756 and the Hopkins County ("County"), 118 Church Street, Sulphur Springs, TX 75482 for the provision of Hazard Mitigation Application Preparation and Hazard Mitigation Grant Management Services (the "Services") in connection with the County's 2016/2017 Hazard Mitigation Grant Project (the "Project") as administered by the Texas Division of Emergency Management (TDEM). The Consultant will perform its services to the County as described in the Scope of Work attached as Attachment A and in accordance with the terms and conditions in Attachment D.

The County agrees to pay the Consultant a not-to-exceed Total Fee specified in Attachment B for the satisfactory performance of basic services in accordance with the provisions of Attachment A. Since the Consultant's compensation is a fixed fee for basic services, including minor deviations described in this Agreement, compensation to the Consultant for additional services will only be for substantial deviations from the scope of services defined in this Agreement. Substantial deviations would be billed at our standard rates as indicated in the Base of Compensation section. The County is under no obligation to compensate the Consultant for additional services performed without the County's prior approval. Reimbursable expenses, including expenses for reproduction of documents, auto travel mileage, lodging, delivery charges and freight are included in the consultant's basic services compensation.

After the date of this Agreement and grant approval, the Consultant will submit to the County itemized invoices for work progress in accordance with Attachment A, Section IV. The County will pay the Consultant within 60 days of receipt of each monthly invoice. The County understands that TDEM will not accept a reimbursement request for its payments to the Consultant until the County accumulates at least \$2,500 in total reimbursable project expenses.

Each material change (deletion or addition) in the services to be provided by the Consultant must be authorized by the County on the Authorization of Change in Services form attached to this Agreement as Attachment C. In no event will this agreement be increased to an amount in excess of the Total Fee specified in Attachment B without prior approval by the local governing body.

Please indicate your acceptance of this agreement by counter-signing and retaining one executed copy for your files and returning the fully executed original to Wendy Kirby, Hazard Mitigation Project Manager, to the address listed above.

Hopkins County

By:



Robert Newsom, County Judge

7-25-16

Date

GrantWorks, Inc.

By:



Bruce J. Spitzengel, President

July 8, 2016

Date

**Attachment A – Scope of Work
Hazard Mitigation Grant Pipeline Road Drainage Project 2016/2017**

I. SCOPE OF SERVICES

The Consultant will:

Phase I - Application Preparation and Submission

- 1) Assist Hopkins County in the preparation of an application to the Texas Division of Emergency Management's (TDEM) Hazard Mitigation Grant Program for a Hazard Mitigation Grant within the guidelines and procedures established by TDEM.
- 2) Assist Hopkins County in organizing and completing application requirements including required resolutions and if applicable interlocal agreements.
- 3) Assist Hopkins County in responding to any requests by TDEM review staff for clarification of or supplemental application information.
- 4) Submit the completed application to TDEM by assigned deadline date.

Phase II – Grant Implementation, Contingent upon Award:

- 1) Assist the County in the administration of Hazard Mitigation Grant requirements by:
 - a. Establish record keeping system, including financial management records required by the Texas Division of Emergency Management (TDEM).
 - b. Prepare and submit quarterly reports to TDEM.
 - c. Furnish forms, policies, and procedures for implementation of the project.
 - d. Provide technical assistance to County personnel who will be directly involved in the program for routine tasks according to TDEM guidelines.
 - e. Travel to the County to attend initial Kick-Off Meeting with the State, if applicable.
 - f. Work with the County to ensure project completion within the required 24-month time frame or extend Period of Performance, if applicable.
 - g. Assist the County in the preparation and submission of Project-related reimbursement requests to designated state project officer as needed, not to exceed one per quarter.
 - h. Provide assistance to the County in preparation of Project-related contracts to ensure they are in compliance with local, State and Federal Laws.
 - i. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with State and Federal requirements.
 - j. Verify construction contractor and any subcontractors for eligibility.
 - k. Attend (conduct if necessary) pre-construction conference and prepare minutes.
 - l. Request from engineer and upon receipt process and submit change orders to TDEM when necessary.
 - m. Obtain a Certificate of Construction Completion and all necessary documentation and submit to TDEM.
 - n. Preparation of close-out monitoring documents and other grant requirements as necessary.
- 2) Designate Wendy Kirby as the contact person assigned to coordinate its performance of obligations under this Agreement.

II. COUNTY RESPONSIBILITIES

The County will:

- 1) Provide full information to the Consultant regarding the County's requirements for Consultant's services under this Agreement.
- 2) Furnish the Consultant with copies of Project-related data and information in the County's possession needed by the Consultant at the Consultant's request.
- 3) Designate the County Judge, as the authorized representative to act on the County's behalf with respect to this Agreement. The County will examine the 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 County.

III. ADDITIONAL SERVICES

A. The County 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 our standard rates indicated in Attachment B, to the County and obtain the County's authorization before initiating any additional services.

B. Each material change (deletion or addition) in the services to be provided by the Consultant must be authorized by the County on the Authorization of Change in Services form attached to this Agreement. 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 County's governing body is necessary for all additional services which exceeds the Total Fee shown in Attachment B.

**Attachment B – Basis of Compensation
Hazard Mitigation Grant Pipeline Road Drainage Project 2016/2017**

Contingent upon award, the County agrees to pay Consultant a base fee not to exceed five percent (5%) of the grant and match amounts. County will be billed monthly for any tasks completed. The County will pay the Consultant within in 60 calendar days upon receipt of an invoice indicating the completed tasks. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Payments and invoicing shall be made in accordance with progress on the following tasks:

Deliverables

Application Preparation and Submission

Documentation & Reporting:

- Establish files, record keeping system, accounting system
- Set up filing & documentation system
- Quarterly reporting to the State
- Reimbursement requests
- Construction Documents
- Close out
- Delivery of audit file & PDF version of file

Travel:

- Mileage for site visits including but not limited to: Commissioner's Court, State Kickoff, Pre-Construction Meeting, Construction Kickoff, Progression/ Percentage of Completion, Closeout.
- Travel Drive Time
- Meeting Time
- Ads to Announce the Public Hearings in the Local Paper if applicable

Additional Services but not limited to:

- Technical assistance & advice
- Coordination & liaison services
- Assistance with project modification if applicable
- Real property acquisition report assistance and advice if applicable

Hourly Rates: \$75 (Seventy-five dollars)

Payment Terms: No fees shall be due from County to Consultant if County does not receive a Hazard Mitigation Grant award to fund the Project, and in such event the Consultant's obligation to the County shall be limited to the Phase I Scope of Services specified in Attachment A. In any event, total amount due to Consultant will not exceed the Total Fee amount shown above over the term of this Agreement as outlined in the Letter of Agreement unless services outside the scope of Basic Services are agreed upon by both parties and approved by the County'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 \$2500.

ATTACHMENT C

AUTHORIZATION OF CHANGE IN SERVICES

PROJECT: Grant Mitigation Application Preparation and Implementation in Connection with Hazard Mitigation Grant Pipeline Road Drainage Project 2016/2017

CONSULTANT: GrantWorks, Inc.

AUTHORIZATION NUMBER: _____

ORIGINAL CONTRACT DATE: _____

AUTHORIZATION 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: Robert Newton DATE: March 12, 2018

PRINTED NAME & TITLE: Judge Robert Newton

Attachment D
Terms and Conditions for Administrative Management Services Agreements
Utilizing Federal Grant Funds

1. Standards of Performance

- (a) In performing all services under this Agreement, the Consultant will use that degree of care and skill ordinarily exercised for similar projects by professional consulting firms who possess special expertise in the types of services involved under this Agreement.
- (b) Any provisions in this Agreement pertaining to the County's review, approval and/or acceptance of written materials prepared by the Consultant and/or its subconsultants in connection with this Agreement will not diminish the Consultant's responsibility for the materials.
- (c) The Consultant will perform all of its services in coordination with the County. The Consultant will advise the County of data and information the Consultant needs to perform its services and the County will assemble this data and information for the Consultant in a thorough and timely manner.
- (d) If the Federal Funding Accounting and Transparency Act applies to the Project the Consultant must obtain a Data Universal Numbering System ("DUNS") Number and must register in the Central Contractor Registration ("CCR") System and prior to beginning any work under this Agreement, the Consultant will supply the County with both its DUNS and CCR registration numbers.

2. Consultant's Records

- (a) All expense records of the Consultant related to this Agreement will be kept on a recognized accounting basis acceptable to the County and will be available to the County at mutually convenient times (applies only if the Consultant is to be reimbursed for expenses).
- (b) The County, its auditors and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.
- (c) The Consultant will furnish to the County at such time and in such form as the County may require, financial statements including audited financial statements, records, reports, data and information, as the County may request pertaining to the matters covered by this Agreement.

3. Ownership and Use of Documents

- (a) All documents prepared by the Consultant in connection with this Agreement are the property of the County.
- (b) The Consultant will deliver its records and supporting documentation relating to this Agreement to the County upon close-out of the project and the County shall thenceforth be responsible for the maintenance of such records and documents.

4. Patent Fees and Royalties

- (a) If applicable, the Consultant will pay all license fees, royalties, and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed project.
- (b) The Consultant will hold harmless, indemnify and defend the County, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's and expert witness fees, arising out of any claim of infringement of a patent right or copyright in the performance of the work or the incorporation in the work of any invention, design, process, product or device.

5. Consultant as Independent Contractor

It is expressly agreed that the Consultant is an independent contractor, and not an employee, agent, partner or joint venture with the County. The Consultant will not pledge or attempt to pledge the credit of the County.

6. Designation of Consultant's Contact Person

The Consultant agrees to designate in writing a single contact person assigned to coordinate the Consultant's performance of obligations under this Agreement. Any changes to this designation must be made by the Consultant in writing to the County.

7. Term; Termination of Agreement

- (a) The term of this Agreement begins upon the date of its execution by the County, and will end upon the Consultant's completion, and the County's acceptance, of all services described in this Agreement.
- (b) This Agreement may be terminated by either party upon 15 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- (c) This Agreement may be terminated at will by the either party upon at least 30 calendar days prior written notice to the other party.
- (d) In the event of termination as provided in this Section, the Consultant will be compensated for all services performed to the termination date which are deemed by the County to be in accordance with this Agreement. This amount will be paid by the County upon the Consultant's delivering to the County all information and materials developed or accumulated by the Consultant in performing the services described in this Agreement, whether completed or in progress. The expense of the reproduction of these items will be borne by the County.

8. Insurance and Indemnity

- (a) The Consultant will indemnify, hold harmless, and defend the County and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional wrongful acts, errors or omissions of the Consultant, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the County arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands and causes of action for personal injuries, death or damages to property, alleged or actual infringement of patents, copyrights and trademarks and without limitation by enumeration all other claims, demands or causes of action of every character occurring, resulting or arising from any negligent or intentional wrongful act, error or omission of the Consultant and/or its agents and/or employees. This obligation by the Consultant will not be limited by reason of the specification of any particular insurance coverage required under the Agreement.
- (b) The Consultant will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Consultant or its agents, subcontractors or employees. Before commencing the work the Consultant will furnish to the County a certificate or certificates in a form satisfactory to the County, showing that the Consultant has complied with this paragraph. All certificates will provide that the policies will not be canceled until at least 30 calendar days written notice has been given to the County. Commercial general liability and motor vehicle insurance will be written with the County as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the County.

The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas. Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence and \$500,000 in the aggregate and (2) Motor Vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000 for property damage.

- (c) The stated limits of insurance required by this Paragraph are minimum only--they do not limit the Consultant's indemnity obligation, and it will be the Consultant's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The County's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Consultant from compliance with these requirements.

9. Copeland Anti-Kickback Act Compliance

If applicable, the Consultant will comply with the requirements of 29 CFR Part 3 (the Copeland Act). The "Anti-Kickback" section of the Act precludes a contractor or subcontractor from inducing an employee --in any manner -- to give up any part of his/her compensation to which he/she is entitled under his/her contract of employment.

10. Compliance with Laws, Rules & Regulations & Grant Requirements

- (a) In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws. Specifically, funding for the Project has been made available with Federal funds. The Consultant will comply with all of the applicable federal regulations related to the application, acceptance and use of federal funds for the Project.
- (b) The Consultant shall comply with all requirements of the Hazard Mitigation Grant awarded to the County. To the extent any such requirement govern the operation of this Agreement, all such applicable requirements of the Grant are incorporated into this Agreement whether or not attached hereto.

11. No Waiver of Immunity

The County's execution of and performance under this Agreement will not act as a waiver by the County of any immunity from suit or liability to which it is entitled under applicable law. The parties acknowledge that the County, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

12. Remedies; No Waiver

In the event of a default or breach of this Agreement by the Consultant, the County reserves the right to choose among the remedies for the default or breach available to the County. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the County. Any failure by the County to enforce this Agreement with respect to one or more defaults by the Consultant will not waive the County's ability to enforce the Agreement after that time.

13. Certification of Eligibility

By submitting a proposal in response to the Request for Proposals, the Consultant certifies that at the time of submission, he/she/it is not on the federal government's list of suspended, ineligible, or debarred contractors.

- (a) In the event of placement on this list between the time of bid/proposal submission and time of contract award, the bidder/proposer will immediately notify the County.
- (b) Consultant certifies that its subcontractors are not presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- (c) Placement of Consultant on the federal government's list of suspended, ineligible, or debarred contractors, false certification, or failure to notify County as required may result in County's termination of this Contract for default.

14. Non-Collusion Certification

The consultant certifies that, if a proposal was provided that resulted in a contract, that proposal was made without collusion with any other person, firm or corporation.

15. Miscellaneous Provisions

- (a) This Agreement is governed by the laws of the State of Texas Exclusive venue for any dispute arising under this Agreement Hopkins County, Texas where this agreement is to be performed.
- (b) As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.
- (c) The Consultant agrees not to use funds received by it under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
- (d) The Consultant hereby affirms that Consultant and Consultant's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional services to the County within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code will not be considered as a valuable gift for the purposes of this Agreement.
- (e) In performing the services required under this Agreement, the Consultant will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Consultant agrees not to engage in employment practices which have the purpose or effect of discriminating against employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Consultant of the Agreement.
- (f) The Consultant will comply with Executive Order 11246 of 1965, entitled "Equal Employment Opportunity," as amended by Executive Order #11375 of 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- (g) All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.
- (h) Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- (i) All services provided pursuant to this Agreement are for the exclusive use and benefit of the County and the Agreement will not give rise to any rights in third parties.
- (j) The County is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Consultant will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the County.
- (k) In the event that the performance by either the County or the Consultant of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.
- (l) The County and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The County and the Consultant may not assign, sublet or transfer any interest in this Agreement without the written consent of the other. The Consultant will notify the County, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

- (m) The Agreement including any appendices and referenced attachments represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations or agreements either written or oral. In the event of a dispute between the parties regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the County's Request for Proposals, the Consultant's Proposal Response, and the public record of the County Council's approval of the Agreement as applicable. This Agreement may be amended only by written instrument which must be signed by both the County and the Consultant. Any such authorization of change in services or amendment must be approved by the County's governing body unless the compensation for which does not exceed \$50,000.00.
- (n) Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein. In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, these Terms and Conditions will govern and control.

ATTACHMENT C

AUTHORIZATION OF CHANGE IN SERVICES

PROJECT: Grant Mitigation Application Preparation and Implementation in Connection with Hazard Mitigation Grant Pipeline Road Drainage Project

CONSULTANT: GrantWorks, Inc.

AUTHORIZATION NUMBER: 1

ORIGINAL CONTRACT DATE: 7/25/2016

AUTHORIZATION DATE: _____

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

-
1. Adding a Notice of Intent submission due to new State requirements
 2. Contracted services extended to Hazard Mitigation disasters declared or announced in 2017-2019.


PREVIOUS CONTRACT AMOUNT: Not to exceed 5% of the grant and match amounts for management services

NET INCREASE/DECREASE IN CONTRACT AMOUNT: No Change

REVISED CONTRACT AMOUNT: No Change

GRANTWORKS, INC.

APPROVED BY:

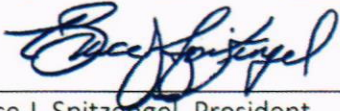
BY: 

DATE: March 12, 2018

PRINTED NAME & TITLE: Judge Robert Newsom

GrantWorks, Inc.

By:

A handwritten signature in blue ink, appearing to read "Bruce J. Spitzengel", written over a horizontal line.

Bruce J. Spitzengel, President

March 6, 2018

Date