



*Planning, Housing, and Community
Development Services for Texas Since 1979*

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

June 6, 2018

The Honorable LeeAnn Jones
Panola County Judge
110 Sycamore St., Room 216-A
Carthage, TX 75633

Re: LETTER OF AGREEMENT

Dear Judge Jones:

Thank you for choosing GrantWorks to write your Hazard Mitigation plan. 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 Panola County ("County"), 110 Sycamore St., Carthage, TX 75633 for the provision of Hazard Mitigation Plan Writing Services (the "Services"). 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.

After the date of this Agreement, the Consultant will submit to the County itemized invoices for work progress in accordance with Attachment B. The County will pay the Consultant within 60 days of receipt of each monthly invoice.

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 Commissioner's Court.

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.

Panola County

By:



LeeAnn Jones, County Judge

6-12-18

Date

GrantWorks, Inc.

By:



Bruce J. Spitzengel, President

June 12, 2018

Date

Attachment A – Scope of Work
Hazard Mitigation Plan Update

I. SCOPE OF SERVICES

The Consultant will:

- 1) Establish record keeping system to document the planning process and comply with the requirements identified in 44 CFR Part 201.
- 2) Work with the County to ensure project completion within the required time frame.
- 3) Provide assistance to the County in preparation of Project-related contracts to ensure they are in compliance with local, State and Federal Laws.
- 4) Work with the County's Local Planning Team to update the local mitigation multi-jurisdictional plan for Panola County and participants that complies with the requirements identified in 44 CFR Part 201.
 - a. Organize Resources and Conduct Public Comment/Participation Meetings
 - b. Create Multi-Hazard Profile and Identify and Update Mitigation Actions
 - c. Identify Development Trends, Create a Mitigation Strategy & Goals
 - d. Create Current & Future Vulnerability and Impact Assessments by Identifying
 - i. Current Buildings
 - ii. Critical Facilities
 - iii. Existing and Future Land Uses
 - e. Create Current and Future Impact and Vulnerability Summaries
 - f. Prioritize Mitigation Actions and Create/Update an Implementation Plan for each
 - g. Describe Existing Planning Mechanisms and Means to Integrate the Mitigation Plan
 - h. Compile a list of prioritized mitigation projects based upon public input, costs and benefits, and technical, environmental, and political feasibility.
 - i. Complete Draft Plan, Conduct In-house and Public Comment Period for Local Planning Team Review
- 5) Submit the Final Plan to TDEM for Review.
- 6) Once the Plan is approved by FEMA, assist County and plan participants in the adoption of the plan.

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.

- 4) Appoint a Local Planning Team with members from a cross-section of the community such as residents, government officials, community leaders and/or business owners, to include at least one representative from each participating community. The team will:
- Participate in public hearings, meetings and/or workshops during the plan development period.
 - Assist in soliciting input regarding the feasibility of potential mitigation measures for each hazard and the prioritization of mitigation projects.
 - Review the final draft of the plan, goals, strategies and proposed mitigation actions.
 - Be involved in the implementation and updating of the plan's goals, strategies and proposed mitigation projects.

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 Plan Update**

Contingent upon award, the County agrees to pay the Consultant a not-to-exceed fee of \$40,000 for the satisfactory performance of basic services in accordance with the provisions of this attachment. The County will be billed quarterly for any tasks completed and will pay the Consultant within 60 calendar days upon receipt of an invoice indicating the completed tasks. Payments and invoicing shall be made in accordance with progress on the following tasks:

Descriptive Service	Percent of Budget	Cost
Create Monitoring, Evaluation, Update Method	5%	\$2,000
Create County Profiles	5%	\$2,000
Travel, Local Planning Team Meetings	3%	\$1,200
Plan Creation	60%	\$24,000
Map Creation	20%	\$8,000
State & FEMA Review & Revisions	6%	\$2,400
Meeting Materials, Draft Plan Copies and Final Copies for County & Participants.	1%	\$400
Total Proposed Budget	100%	\$40,000

Hourly Rates:

Clerk/Coordinator: \$50.00
Technician (GIS, Procurement, Reporting): \$75.00
Planner/Project Manager: \$95.00
Project Supervisor: \$125.00

Payment Terms: 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.

ATTACHMENT C

AUTHORIZATION OF CHANGE IN SERVICES

PROJECT: Mitigation Action Plan Writing Services

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: _____

DATE: _____

PRINTED NAME & TITLE: _____

Attachment D
Terms and Conditions for Administrative Management Services Agreements

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. Access to Records and Record Retention (2 CFR 200.333 and 200.336)

- a. The Consultant shall maintain adequate records to justify all hours incurred and charged in performing the services for at least three (3) years after completion of the Agreement.
- b. The Consultant and its successors, transferees, assignees, and subcontractors acknowledge and agree to provide the Owner, the State of Texas, the FEMA Administrator, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- c. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. The Consultant agrees to provide the FEMA Administrator or authorized representatives timely and reasonable access to personnel for the purpose of interview and discussion related to such documents.

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 projects and the County shall thenceforth be responsible for the maintenance of such records and documents.

4. 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.

5. 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.

6. Term of Agreement

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.

7. 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.

8. Termination for Cause and Convenience (2 CFR 200 Appendix II (b))

- a. 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.
- b. This Agreement may be terminated at will by the either party upon at least 30 calendar days prior written notice to the other party.
- c. 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 expenses of the reproduction of these items will be borne by the County.

9. 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.

- c. The kinds and amounts of insurance required are as follows:
- d. 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.
- e. 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.

10. 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.

- 11. Compliance with Laws, Rules & Regulations & Requirements - In performing all services under this Agreement, the Consultant will comply with all local, state and federal laws.

12. Remedies (2 CFR 200 Appendix II (a))

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, 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.

13. Suspension and Debarment (2 CFR 200 Appendix II (h))

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by The Panola County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Division of Emergency Management and The Panola County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision

14. 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 bind/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.

15. 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.

16. DHS Seal, Logo and Flags

The consultant shall not use the DHS seal(s), logos, crests, or reproduction of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

17. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

18. No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

19. Program Fraud and False/Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

20. Contract Work Hours and Safety Standards Act. (2 CFR 200 Appendix II (e))

1. Applicability: This requirement applies to all cooperative agreement programs.
2. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
3. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

4. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The County of Hitchcock/FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

21. Rights to Inventions Made Under a Contract Agreement (2 CFR 200 Appendix II (f))

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 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 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.

22. Compliance with Clean Air Act and the Federal Water Pollution Control Acts (2 CFR 200 Appendix II (g))

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23. Byrd Anti-Lobbying Contract Clause (2 CFR 200 Appendix II (i))

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

24. 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.

25. 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

26. Solid Waste Disposal Act (2 CFR 200 Appendix II (j))

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

27. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR 200.321)

- a. The Consultant will 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 will include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. 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;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. 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
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

28. Equal Employment Opportunity Clause (2 CFR 200 Appendix II (c))

During the performance of this contract, the Consultant agrees as follows:

(1) 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.

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge 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.

(4) 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.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) 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.

(7) 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.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subconsultant 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 subconsultant 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.

The Consultant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Consultant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Consultants and subconsultants with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Consultant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subconsultants by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Consultant is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

29. Miscellaneous Provisions

- a. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is Panola 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.
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).
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- k. 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.
- l. 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 local governing body'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.
- m. 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Grantworks, Inc.
Austin, TX United States

Certificate Number:
2018-365165

Date Filed:
06/07/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Panola County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HazMAP
Grant application & administration services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spitzengel, Bruce	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

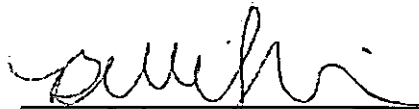
6 UNSWORN DECLARATION

My name is Brenna Minor, and my date of birth is 3/25/84.

My address is 1201 Normland Dr. Austin TX 78756 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 7th day of June, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)