

RESOLUTION NO. 24-R-120

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A CONTRACT WITH H2O PARTNERS FOR PLANNING AND MANAGEMENT SERVICES FOR LOCAL HAZARD MITIGATION PLANS PROGRAM AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Schertz (the “City”) solicited Requests for Proposals (RFP) for grant planning and management services related to Local Hazard Mitigation Plan development, and

WHEREAS, after extensive analysis of the responses, City staff determined that H2O Partners is well qualified to provide the required services, and

WHEREAS, the City Council has determined that it is in the best interest of the city to enter into an agreement with H2O Partners.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to enter into a contract attached hereto as Exhibit A with H2O Partners for grant planning and management services, to include execution and deliverance of a grant application with the State of Texas for development of a Local Hazard Mitigation Plan (HMP).

Section 2. The City Council further authorizes the City Manager to accept the grant funds (if awarded) for the development of a Local Hazard Mitigation Plan.

Section 3. The recitals contained in the preamble hereof found to be true, and such recitals are hereby made a part of this Resolution for all purposes and adopted as a part of the judgement and findings of the City Council.

Section 4. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this resolution are hereby repealed to the extent of such conflict, and the provisions of this resolution shall be and remain controlling as to the matters resolved herein.

Section 5. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 6. If any provision of this resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this resolution would have been enacted without such invalid provision.

Section 7. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 55}, Texas Government Code, as amended.

Section 8. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, This _____ day of _____ 20_____.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

EXHIBIT A

Contract with H2O Partners for Grant Planning & Management Services
Local Hazard Mitigation Planning Program (LHMPP)

CITY OF SCHERTZ
SERVICE AGREEMENT

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

This Service Agreement (“Agreement”) is made and entered by and between the City of Schertz, Texas, (the “City”) a Texas municipality, and H2O Partners, Inc. (“Contractor”).

Section 1. Duration

This Agreement shall become effective upon the date of the final signature affixed hereto and shall remain in effect through the completion of the Scope of Work as outlined in Exhibit “A” and “D” and as provided herein.

Section 2. Scope of Work

- (A) Contractor shall perform the Work as more particularly described in the Scope of Work attached hereto as Exhibit “A” and “D”. The work as described in the Scope of Work constitutes the “Project”.
- (B) The Quality of Work provided under this Agreement shall be of the level of quality performed by Contractors regularly rendering this type of service.
- (C) The Contractor shall perform its Work for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- (D) The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent Contractor or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation

- (A) The Contractor shall be paid in full upon completion of the project or in the manner set forth in Exhibit “D” and as provided herein.
- (B) *Billing Period.* Subject to Chapter 2251, Texas Government Code (the “Prompt Payment Act”), payment is due within thirty (30) days of the City’s receipt of the Contractor’s invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.
- (C) *Reimbursable Expenses.* Any and all reimbursable expenses related to the Project shall be included in the scope of Work (Exhibit D) and accounted for in the total contract amount.
- (D) *Payments Subject to Future Appropriation.* This Agreement shall not be construed as a commitment, issue, pledge or obligation of any specific taxes or tax revenues for payment to Contractor.

- (1) All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.
- (2) The payments to be made to Contractor, or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations of the City as may be legally set aside for the implementation of Article III, Section 52-a of the Texas Constitution or Chapter 380 of the Texas Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City under applicable Texas law, subject to any applicable limitations or procedural requirements.
- (3) In the event the City does not appropriate funds in any fiscal year for payments due or expenditures under this Agreement, the City shall not be liable to Contractor for such payments or expenditures unless and until appropriation of said funds is made; provided, however, that Contractor, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.
- (4) To the extent there is a conflict of this Section and any other language or covenants in this Agreement, this Section 3 shall control.

Section 4. Time of Completion

The prompt completion of the Work under the Scope of Work relates is critical to the City. Unnecessary delays in providing Work under a Scope of Work shall be grounds for dismissal of the Contractor and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Contractor prior to the time of termination.

Section 5. Insurance

Before commencing work under this Agreement, Contractor shall obtain and maintain the liability insurance provided for below throughout the term of the Project plus an additional two years. Contractor shall provide evidence of such insurance to the City. Such documentation shall meet the requirements noted in Exhibit B.

Contractor shall maintain the following limits and types of insurance:

Workers Compensation Insurance: Contractor shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Contractor's employees carrying out the work involved in this contract.

General Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees

carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Evidence of such insurance shall be attached as Exhibit "C".

Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.

Section 6. Miscellaneous Provisions

- (A) *Subletting.* The Contractor shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Contractor of any responsibility for work done by such subcontractor.
- (B) *Compliance with Laws.* The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the City with satisfactory proof of compliance.
- (C) *Independent Contractor.* Contractor acknowledges that Contractor is an independent contractor of the City and is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.
- (D) *Non-Collusion.* Contractor represents and warrants that Contractor has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work

to be provided to the City under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the Work performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Contractor, Contractor shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement.

(E) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(F) *Conflict of Terms.*

Scope of work:

In the case of any conflicts between the terms of this Agreement within the Scope of Work, this Agreement shall govern. The Scope of Work is intended to detail the technical scope of Work, fee schedule, and contract time only and shall not dictate Agreement terms.

Other Agreements between parties:

In the case of any conflicts between the terms of this Agreement and wording contained within any other attachment, amendment, and agreement executed between the parties in conjunction with this Agreement, this Agreement shall govern.

(G) *Non-Boycott of Israel.* Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification as an attachment to this agreement.

Relevant definitions from the bill:

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company,

or affiliate of those entities or business associations that exists to make a profit.

"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.

- (H) *Access to Premises.* Authorized representatives of the Contractor will be allowed access to the facilities on City premises at reasonable times to perform the obligations of the Contractor regarding such facilities. Contractor shall adhere to all City rules, regulations, and guidelines while on City property. It is expressly understood that the City may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

Section 7. Termination

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Contractor and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Contractor, as consequence of the failure of Contractor to perform the Work contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than ten (10) days written notice to the Contractor.

- (B) If the City terminates this Agreement pursuant to subsection 7(A)(2) or (3), above, the Contractor shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Work that have been timely and adequately performed by the Contractor considering the actual costs incurred by the Contractor in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Contractor to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all basic, special, and additional Work actually performed prior to termination, together with any reimbursable expenses then due.

Section 8. Indemnification

CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY OF SCHERTZ, TEXAS AND ALL OF ITS PRESENT, FUTURE AND FORMER AGENTS, EMPLOYEES, OFFICIALS AND REPRESENTATIVES HARMLESS IN THEIR OFFICIAL, INDIVIDUAL AND REPRESENTATIVE CAPACITIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, LIENS AND EXPENSES (INCLUDING

ATTORNEY'S FEES, WHETHER CONTRACTUAL OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY), COSTS AND DAMAGES (WHETHER COMMON LAW OR STATUTORY, AND WHETHER ACTUAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL), OF ANY CONCEIVABLE CHARACTER, FOR INJURIES TO PERSONS (INCLUDING DEATH) OR TO PROPERTY (BOTH REAL AND PERSONAL) CREATED BY, ARISING FROM OR IN ANY MANNER RELATING TO THE WORK OR GOODS PERFORMED OR PROVIDED BY CONTRACTOR – EXPRESSLY INCLUDING THOSE ARISING THROUGH STRICT LIABILITY OR UNDER THE CONSTITUTIONS OF THE UNITED STATES.

Section 9. Notices

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 10. No Assignment

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 11. Severability

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver

Either City or the Contractor shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Governing Law; Venue

This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Guadalupe County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Guadalupe County, Texas.

Section 14. Paragraph Headings; Construction

The paragraph headings contained in this Agreement are for convenience only and shall in no way

enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 15. Binding Effect

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 16. Gender

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 17. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 18. Exhibits & Attachments

All exhibits and attachments to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 19. Entire Agreement

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 20. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 21. Right To Audit

City shall have the right to examine and audit the books and records of Contractor with regards to the work described in Exhibit A and D, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

Section 22. Dispute Resolution

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under

this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Section 23. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire

Contractor represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

Certificate of Interested Parties

Effective January 1, 2016, pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Schertz City Council will require the on-line completion of Form 1295 "Certificate of Interested Parties." Form 1295 is also required for any and all contract amendments, extensions or renewals. Contractors are required to complete and file electronically with the Texas Ethics Commission using the online filing application.

Please visit the State of Texas Ethics Commission website, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and <https://www.ethics.state.tx.us/tec/1295-Info.htm> for more information.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS C MISDEMEANOR.

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EXECUTED on this the _____ day of _____, 20__.

CITY:

CONTRACTOR:

By: _____
Name: Steve Williams
Title: City Manager

By: _____
Name: _____
Title: _____

ADDRESS FOR NOTICE:

CITY:

CONTRACTOR:

City of Schertz
Attn: Steve Williams, City Manager
1400 Schertz Parkway
Schertz, Texas 78154

H2O Partners, Inc.
Attn: Julie Wickert
260 Addie Roy Road, Suite 150
Austin, TX 78746

Exhibit “A”

SCOPE OF WORK

Project Scope

Contractor will help the City fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Contractor will develop application(s) for the funding for CDBG-MIT Local Hazard Mitigation Plan Program (LHMPP).

Contractor will assist the City in completion of LHMPP qualified projects. Contractor will be qualified to provide Grant Administration services for LHMPP qualified projects including possible update of the City's hazard mitigation plan. Grant administrative services will be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

The contract for grant administration services is contingent upon the receipt of CDBG- MIT funds and, if no such funds are awarded, this contract shall terminate.

Services and pricing are further outlined in Contractor's proposal and is attached in part herein as Exhibit "D."

Exhibit “B”

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Schertz accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

1. The City of Schertz shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement.**
2. A waiver of subrogation in favor of The City of Schertz shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
3. All insurance policies shall be endorsed to the effect that The City of Schertz will receive at least thirty (30) days written notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name The City of Schertz as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
5. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
6. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Schertz of any material change in the insurance coverage.
7. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
8. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
9. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Schertz.
10. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
11. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05). Coverage must be written on an occurrence form.
12. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
13. Upon request, Contractor shall furnish The City of Schertz with certified copies of all insurance policies.
14. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Schertz within ten (10) business days after contract award and prior to starting any work by the successful Contractor’s insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Schertz, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Schertz. The certificate of insurance and endorsements shall be sent to:

**City of Schertz
Purchasing Department
1400 Schertz Parkway
Schertz, TX 78154**

**emailed to: purchasing@schertz.com
Faxed to: 210-619-1169**



CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 655 Main Street Tampa, FL 33333-0000	CONTACT NAME: _____ PHONE (Area No., Ext): _____ FAX (Area No., Ext): _____ ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F: Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier	00000	INSURER B: Insurance Carrier	00000	INSURER C: Insurance Carrier	00000	INSURER D: Insurance Carrier	00000	INSURER E: Insurance Carrier	00000	INSURER F: Insurance Carrier
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INSURER E: Insurance Carrier	00000													
INSURER F: Insurance Carrier	00000													
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WER LTA	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROG WAIVED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	X123456	01/01/1000	01/01/1000	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS	Y	Y	123456789	01/01/1000	01/01/1000	COBURRED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Pw person) \$ BODILY INJURY (Pw accident) \$ PROPERTY DAMAGE (Pw accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: _____ RETENTION: \$ _____ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y				EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in TX) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	01234	01/01/1000	01/01/1000	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	<input checked="" type="checkbox"/> Builder's Risk <input type="checkbox"/> Professional Services	Y	Y	123456	01/01/1000	01/01/1000	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedules, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 426 enacted by Texas Legislature 82(7) session in 2011).

CERTIFICATE HOLDER City of Schertz 1400 Schertz Parkway Schertz, Tx 78154 Attn: Purchasing Dept.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
---	--

(Instructions for completing and submitting a certificate to the City of Schertz)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information – complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information – complete name & address information
- D) Insurer (name/names of insurance company) ******(Remember the city requires all insurance companies to be Authorized to do business in the State of Texas be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A.M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy – must have an (x) in box. Also, "Occurrence" type policy – must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Contractor Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance – information must be completed in this section of the certificate of insurance form (if applicable).
- L) Builder's Risk Policy – for construction projects as designated by the City of Schertz.
Professional Liability Coverage – for professional services if required by the City of Schertz.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See Insurance Requirements Checklist)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Schertz.
 - (1) Adding the City of Schertz as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Schertz's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Schertz in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the city as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

Exhibit “C”

EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2282449

DATE (MM/DD/YYYY)
10/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME:	
	PHONE (A/C, No, Ext): 888-828-8365	FAX (A/C, No):
E-MAIL ADDRESS: INSPERTYCERTS@LOCKTONAFFINITY.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Indemnity Insurance Co. of North America		43575
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C55797468	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SAMPLE 260 ADDIE ROY RD., STE. 150 AUSTIN, TX 78746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

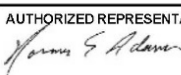
PRODUCER Adams Insurance Service, Inc. 427 West 20th Street, Suite 501 Houston TX 77008	CONTACT NAME: Jody Berry	
	PHONE (A/C No., Ext): 713-869-8346	FAX (A/C, No):
E-MAIL ADDRESS: jberry@adamsins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Professional Solutions Insurance Company		11127
INSURED H2O Partners Inc. 260 Addie Roy Rd., Ste. 150 Austin TX 78746	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 613216947 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			IU194DMLA230	5/21/2023	5/21/2024	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Exhibit “D”

H2O PARTNER PROPOSAL

Proposed Scope of Services Elements to Be Performed

H2O Partners proposes to complete the LHMPP application for the City of Schertz and, upon award, complete the Update of the City's Hazard Mitigation Plan. The City of Schertz's hazard mitigation initiative will benefit from H2O Partners' experience, expertise, and proven technical approach. The summarized technical approach presented in **H2O's Service Approach section** is designed to best serve City residents.

Capacity to Perform

Ample Capacity

H2O has the experience, organizational capacity, and financial stability to reliably deliver on all contract obligations for the City of Schertz's Hazard Mitigation Plan Update project in a timely manner. To fulfill the requirements of the project, H2O Partners will provide expert and professional staff to perform all tasks. These staff members will provide technical assistance and attend all required meetings.

Our proposed project team has ample experience drafting and executing Hazard Mitigation Plans across multiple public sector accounts including for city and county governments, school districts, state agencies, stakeholder groups, councils of governments, and river authorities. This cohesive team has a successful track record of working collaboratively with each other and each jurisdiction to produce timely, accurate Hazard Mitigation Plans and Updates.

Resumes of Assigned Staff

The following resumes of H2O staff show experience with the CDBG-MIT/CDBG-DR program, FEMA Hazard Mitigation grant development and management, and hazard mitigation plan development. Each staff member listed here is a current H2O Partners employee.

Substantiating Resources and Ability

H2O Partners has the needed resources and ability to carry out the scope of work within the proposed timeline. We have a past relationship with the City of Schertz, having worked with the City in the development of Bexar County's previous Hazard Mitigation Plan. We are located in nearby Austin, Texas and have developed plans and plan updates for the majority of the State's counties. We are deeply aware of the present environments and likely future developments for entities similar in nature to the City of Schertz.

Approach To Project Services

H2O's Service Approach

Developing the LHMPP Application (Pre-Funding Services)

The CDBG-MIT Local Hazard Mitigation Plan Program (LHMPP) provides grants to eligible local jurisdictions to develop or update their Hazard Mitigation Plans. CDBG-MIT funds are administered through HUD and implemented through the Texas General Land Office. The Hazard Mitigation Plan will be reviewed and approved by the Texas Division of Emergency Management and FEMA.

H2O Partners has extensive experience in developing LHMPP applications, and we have a 100% success rate gaining funding for our clients through this program. H2O Partners will address all elements of the LHMPP application and provide technical assistance to the City of Schertz, completing the following tasks:

- Develop a detailed narrative statement and scope of work;
- Identify hazards and historical occurrences;
- Complete a detailed budget;
- Detail the proposed work schedule;
- Complete State and Federal assurance forms;
- Conduct correspondence with GLO; and
- Revise the application if requested by GLO.

Creating the Hazard Mitigation Plan (Post-Funding Services)

Upon GLO approval of the LHMPP planning application and completion of a contract, H2O will begin the development of the City of Schertz's Hazard Mitigation Plan. In close coordination with City leadership, H2O Partners will develop a plan that complies with the requirements set forth in the Request for Proposals (RFP). **The plan will include all required elements, as defined in the FEMA Local Mitigation Planning Policy Guide (April 2023). It will meet or exceed the final rule for local mitigation planning found in 44 CFR, Section 201 and will attain FEMA approval and meet the guidelines issued by TDEM.**

Engaging local stakeholders early in the planning process, H2O will work with community leaders and residents to assess natural hazards that coordinate with the current FEMA-approved State of Texas Hazard Mitigation Plan. The plan will adequately address all natural hazards with any probability of occurrence in the City and will reflect its current disaster recovery goals.



Established methodology. H2O Partners will tailor our phased methodology to meet The City of Schertz’s needs, providing hands-on service from kickoff through plan adoption

H2O’s established **planning methodology** manages the process in a series of tasks, some of which overlap, condensing the timeframe required to reach plan completion.

Task One – Project Overview and Data Collection; Maintaining Communication on Plan Development

Task One begins with Planning Team organization, developing the plan format, and beginning the development and documentation of the Planning Process. H2O will work with the City and participating jurisdictions to develop the Planning Team, which will include at a minimum elected local officials, representatives from nonprofit organizations, representatives from key departments, and other local stakeholders. The first of three public workshops, the **Kick-off Workshop**, will be held as a forum to discuss the plan requirements, timetable, proposed strategy, public participation, and gather feedback to help refine the process.

Task Two – Involving Internal Partners, External Partners, the Community, and Stakeholders

In Task Two, H2O Partners will develop and implement a public engagement strategy and a public outreach plan for public and stakeholder involvement that will describe methods utilized by the Planning Team to ensure the public has multiple opportunities to participate in the planning process. Outreach will include surveys, press releases, website and social media postings, and multiple public meetings and workshops held throughout the planning process to solicit input. Ongoing outreach to local elected officials, the media, and the public will help ensure that the federal and state public participation requirements are fully met and the community is notified of progress. A **Hazard Survey** will be developed and distributed at public meetings and posted on relevant City websites. The survey will seek information from the public about hazards that have impacted them in the past and those that they feel will have the greatest impact in the future. Surveys results will be compiled and included in the Plan.

Task Three – Capability Assessment

The **capability assessment** inventories all relevant plans and analyzes the capacity to integrate these planning mechanisms into a comprehensive mitigation strategy. Careful examination of local capabilities will detect any existing gaps, shortfalls or weaknesses with ongoing government activities that could hinder proposed mitigation activities and possibly exacerbate community hazard vulnerability. The capability assessment will also highlight the positive

mitigation measures already in place or being implemented, which should continue to be supported and enhanced through future mitigation efforts.

Task Four – Risk Assessment

H2O Partners will collect the best available data to complete the **risk assessment**. This includes reviewing the hazard data from the State of Texas Hazard Mitigation Plan, relevant and available maps, existing and nearby plans, studies and reports, and other references. Local anecdotes of significant hazard events within the past five years will also be researched as part of the data collection process.

H2O Partners will review any existing Hazard Analysis, verifying existing hazards and identifying additional hazards including but not limited to floods, flash floods, tornadoes, windstorms, extreme heat, grass or wildland fires, severe winter storms, dam/levee failure, drought, earthquakes, , expansive soils, hailstorms, and lightning. **Since 1953 the City of Schertz has been included in 29 Presidential Disaster Declarations, with most due to hurricanes and wildfire impacts.**

The development of hazard and damage profiles is an important step in evaluating the changed frequency and impact of risks for the Planning Area. H2O Partners' skilled personnel will conduct a statistical analysis to relate frequency to intensity. This will allow an analysis of variations of intensity within each type of hazard event and determine the probability and frequency of future events. A Risk Assessment workshop will be held to gather input from the Planning Team and the public.

Where necessary or previously unavailable, H2O Partners will produce a series of **natural hazard maps** to demonstrate historical occurrences. These maps will provide a spatial understanding including the location and extent of hazard intensity. Geo-spatial tools such as ArcGIS will be utilized to produce customized maps for hazards with a defined boundary such as flood and wildfire hazards. H2O Partners will produce all maps included in the plan at the local level to ensure sufficient detail is conveyed for each hazard.

Task Five – Vulnerability Assessment

H2O Partners will conduct an up-to-date **vulnerability analysis** to determine the potential for detrimental impacts of hazards on critical facilities, general building stock, lifelines and infrastructure, populations and economic and financial assets.

Task Six – Develop Mitigation Strategies, Actions, and Objectives; Plan Maintenance

H2O will work with the Planning Team and stakeholders to identify mitigation goals, objectives, and specific mitigation actions. The **Mitigation Strategy Workshop** will include a discussion of the status of pre-and post-disaster hazard management policies, programs and capabilities to mitigate hazards in the areas, and develop strategies. Strategies will be consistent with parameters identified in the capability assessment and will identify and prioritize action items related to continued compliance with NFIP.

Task Seven – Finalize and Submit the Mitigation Action Plan

H2O will provide a draft of the plan to the Planning Team for review and comments. All Planning Team members will be asked to review the plan and provide comments. Once all

revisions are received and incorporated, H2O will complete and submit the **FEMA review tool** along with a draft of the plan to the Texas Division of Emergency Management (TDEM) for review. The Planning Team will receive notice and a digital copy of the draft plan once submitted to TDEM. After TDEM conducts its initial evaluation of the Plan, they will forward the plan to FEMA Region VI in Denton, Texas for review and approval. Once FEMA approves the Plan, it becomes 'Approvable Pending Adoption' or (APA). H2O Partners will continue to assist in planning efforts until all adoption resolutions are received and returned to TDEM.

H2O Partners will work with the Planning Team to develop a Plan Review section that will include a schedule for monitoring, evaluating, and updating the Plan and identify the elements or processes that will be employed. The Plan Review section will describe the method and schedule to be used over the next five years to monitor, evaluate, and update the Plan, including a description of how the City, participating jurisdictions, stakeholders and public will remain involved during the plan maintenance process. The Plan Review section will also include a description of the process and procedures by which the City and participating jurisdictions can incorporate the requirements of the plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

Start Date for Proposed Services

H2O Partners has allocated ample resources and is ready to begin work on developing The City of Schertz's grant application immediately upon signing a contract with the City. Having developed CDBG MIT applications and Hazard Mitigation Plans and Plan Updates throughout FEMA Region 6, the staff at H2O Partners is intimately familiar with FEMA, TDEM, and GLO guidelines and regulations. We have a successful track record with GLO's CDBG-MIT LHMPP and assure The City of Schertz of a compliant and effective grant application and Plan Update.

Key Dates and Milestones

Time Frame for Identified Tasks

Having developed Hazard Mitigation Plans and Plan Updates throughout FEMA Region 6, the staff at H2O Partners is intimately familiar with FEMA and TDEM guidelines and regulations. H2O Partners strives to ensure that plans receive an expedited review process by organizing them according to the grading schedule for TDEM and FEMA reviewers, removing unnecessary information, and including narrative to make charts and tables understandable.

The timeline below presents a preliminary schedule for completion of the City of Schertz's Hazard Mitigation Plan Update project. Upon contract award, H2O Partners will work with the City to refine this preliminary schedule. Plan approval dates are set by TDEM and FEMA.

Month	Service/Deliverables
July – August 2024	ORGANIZE HAZARD MITIGATION LOCAL PLANNING TEAM AND PROCESS: Organize Hazard Mitigation Local Planning Team and develop planning process and goals; develop capability assessment and conduct kick-off workshops and public meeting
September – October 2024	DEVELOP RISK AND VULNERABILITY ASSESSMENT: Identify/review hazards and develop risk assessment report and GIS maps; finalize risk and vulnerability assessment; conduct risk workshop and public meeting
November – December 2024	CONDUCT MITIGATION STRATEGY DEVELOPMENT: Incorporate information from risk and capability assessment; review/analyze previous mitigation actions; conduct mitigation workshops and public meeting; develop and prioritize mitigation actions
January – April 2025	DRAFT PLAN: Develop draft of Plan; submit to Hazard Mitigation Local Planning Team for approval; incorporate edits
April – June 2025	FINALIZE AND MAINTAIN PLAN: Finalize and submit plan to TDEM for review and approval; submit to FEMA
July – September 2025	FINAL APPROVAL: FEMA Approval Pending Adoption (APA); City Council approval; adoption by the City of Schertz and participating jurisdictions

Project Management Methodology

Our proven organizational structure provides a management hierarchy that assures the quality and timeliness of all deliverables at each project stage. For each phase in the planning process, a technical reviewer validates that all data received from the planning team is incorporated into the plan and that the plan meets all requirements. Ample project oversight and rigorous quality assurance reviews result in plans that are delivered on time with a 100 percent approval

rate from TDEM and FEMA. We continually review our business processes for improvement, strongly considering feedback from clients.

Cost controls include the allocation of the appropriate personnel to each task to optimize the quality of each deliverable while containing costs. To ensure cost transparency, H2O Partners provides a timeline as well as a cost breakdown by task.

Project Roles and Responsibilities

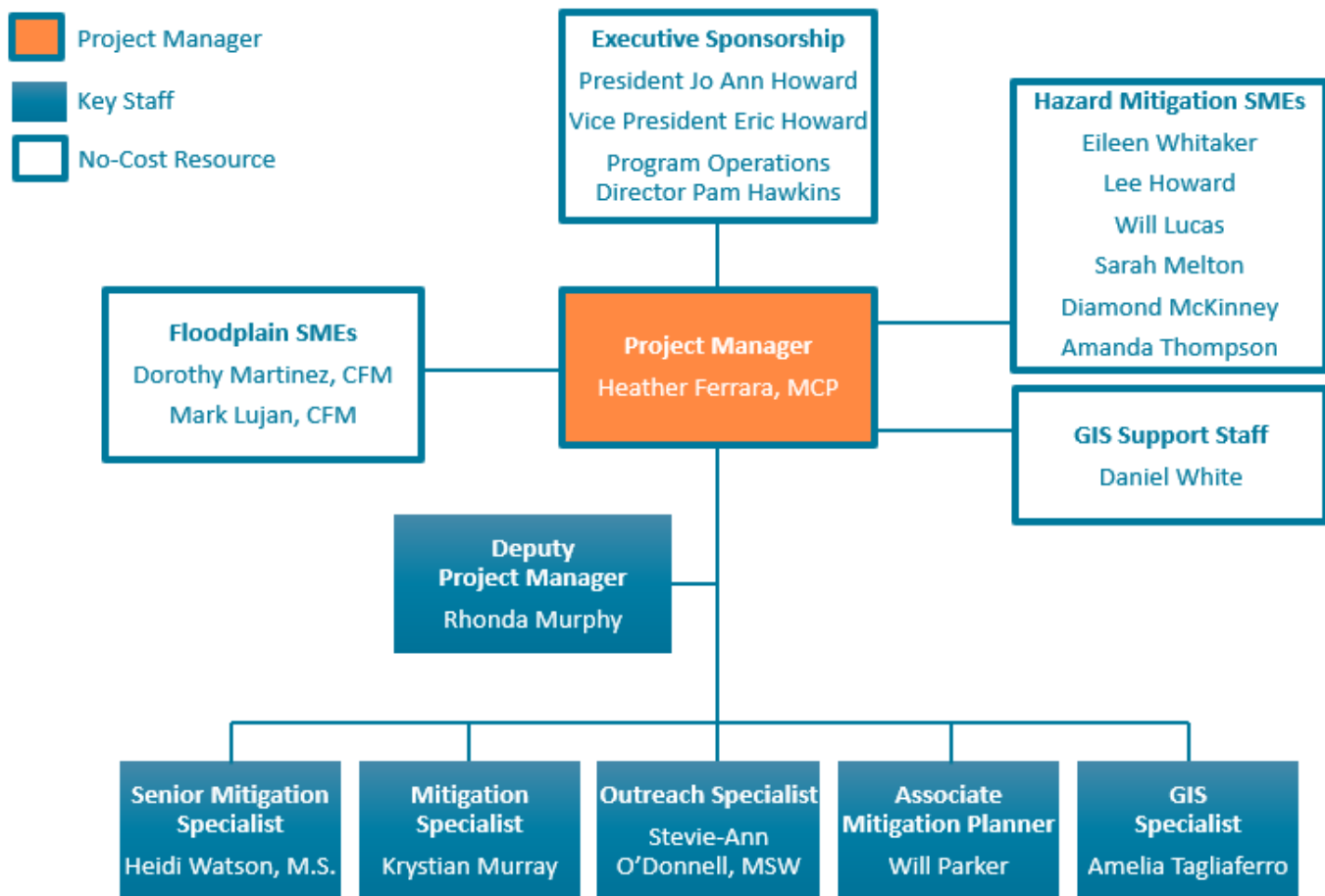
H2O Partners has assigned its core team of seven dedicated Hazard Mitigation planning staff members to the City’s project. Proposed Project Manager Heather Ferrara is a sought-after hazard mitigation expert with more than 13 years’ experience leading mitigation planning projects serving more than 600 jurisdictions. With a Master of Community Planning degree, Ms. Ferrara will serve as primary point of contact throughout the project. Responsible for fulfilling all project requirements, Ms. Ferrara will directly supervise all team members, providing oversight, guidance, technical assistance, and quality control. All proposed personnel are employees of H2O, no subcontractors are needed to complete this project.

Proposed Team Areas of Specialization	Hazard Mitigation Planning	HMGP Grant Development	Project Management	Mitigation Outreach	GIS
Heather Ferrara, MCP	X	X	X	X	X
Rhonda Murphy, CFM	X		X	X	
Heidi Watson, M.S.	X	X	X	X	
Krystian Murray	X			X	
Stevie-Ann O’Donnell, MSW	X	X		X	
Will Parker	X			X	
Amelia Tagliaferro	X	X			X

Skilled Project Team. H2O Partners has assigned skilled, experienced staff to complete The City of Schertz’s LHMPP grant application and Hazard Mitigation Plan Update.

Our Hazard Mitigation team receives support and oversight from H2O Partners' executive team, including President Jo Ann Howard, Vice President Eric Howard, and Program Operations Director Pam Hawkins. This executive team monitors project quality and progress and ensures ample resources successful project completion. Additionally, The City of Schertz will be supported by subject matter experts (SMEs) with specializations as Certified Floodplain Managers and Hazard Mitigation professionals. Executive sponsors, SMEs, mitigation support staff, and floodplain managers are on hand to support the core team throughout the planning process; **these support resources will not be billed to the City.**

The following organizational chart depicts the core mitigation planning team assigned to The City of Schertz's project and support personnel (in white boxes) available to the core team.



Strong Team Structure. H2O Partners proposes a robust, experienced team with ample oversight from Project Manager Heather Ferrara.

Project Change Control Procedures

Shortly after contract initiation, Project Manager Heather Ferrara will coordinate with the City to establish clear channels of communication, understand City needs and expectations, and schedule meetings every other week to provide regular updates on project process. These meetings will discuss updates on status, progress reports, and milestone reviews. Ms. Ferrara will also supply proactive communication on potential project risks, changes to preliminary plans, and budgetary constraints, if any.

Implementation Strategy

We view each client engagement as a **long-term partnership**. We provide hands-on client service, managing the planning process through official approval. We remain an **on-call resource**, available to assist with technical questions and to update you on new grant programs and best practices. Selecting H2O Partners assures the City of Schertz of an efficient, effective, and inclusive mitigation planning process and a plan that complies with all applicable requirements and accurately reflects the unique set of potential hazards faced in the City and its participating agencies.

Reporting

Each month, the City of Schertz will receive a summary of the percent complete for each task and the remaining budget. H2O will provide a final plan document that will include hazard profiles for all natural hazards with likelihood of occurrence in the City of Schertz, mitigation strategies and actions to improve the City's resilience, and will meet all requirements set forth by TDEM and FEMA.

Miscellaneous

Additional Services

Our experts know Hazard Mitigation Planning; Community Development Block Grants for Disaster Recovery and Mitigation (CDBG-DR/CDBG-MIT); Hazard Mitigation Assistance (HMA) grant development and management; Public Assistance (PA); GIS mapping; construction management; environmental regulatory compliance; outreach and training; the NFIP; floodplain management and administration; Community Wildfire Defense Grant (CWDG) applications for the creation of Community Wildfire Protection Plans (CWPP). We would be happy to discuss providing any of the above services to the City of Schertz.

Benefits and Advantages

H2O Partners is a Historically Underutilized Business (HUB), a Small Business Enterprise (SBE), and a Women's Business Enterprise (WBE). Further, we propose to provide all specified services without subcontracting. Evidence of status is included in the **Supplementary Information** section of this proposal.

OVERVIEW OF PROPOSED SYSTEM/SCOPE OF SERVICES

City of Schertz seeks a qualified, experienced professional consultant to obtain a planning grant through the Community Development Block Grant-Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP), implemented through the Texas General Land Office (GLO). This grant program can have up to a 100% federal share, alleviating much, if not all, of the financial strain of completing a Plan. Upon grant approval, this consultant will develop a Hazard Mitigation Action Plan that addresses all the natural hazards that can affect the City. The selected consultant must have expertise in developing both successful LHMPP grant applications and comprehensive Hazard Mitigation Plans that save lives, reduce property loss, and allow for grant funding eligibility under the Hazard Mitigation Assistance program. H2O Partners proposes to complete the LHMPP application for the City of Schertz. After award, H2O's expert mitigation team will develop a Hazard Mitigation Plan for the City that meets all requirements of TDEM and FEMA.

In developing a Mitigation Action Plan, H2O Partners:

- Establishes an open and collaborative planning process and facilitate planning meetings;
- Identifies and assesses natural and human-caused hazards that have threatened the area;
- Profiles hazards based on their severity of impact, frequency of occurrence, seasonal patterns, warning time, and cascading potential;
- Using ArcGIS geographic information systems (GIS) analyses, conducts an inventory of populations, buildings, critical and special facilities and commercial facilities at risk;
- Estimates probability of occurrence and potential dollar losses from hazards;
- Develops mitigation vision, goals and long-term objectives for the plan;
- Prioritizes the hazards in terms of potential dollar losses and their likelihood of occurrence, spatial extent, and severity of impact;
- Assists in examining previous and current mitigation projects;
- Develops and prioritizes mitigation actions unique to the planning area as a whole, to reduce the long-term risk to people and property;
- Examines how mitigation projects will be integrated into existing planning mechanisms and the budgetary process;
- Conducts public meetings and stakeholder outreach to gain input into the planning process;
- Documents all meetings, advertisements, and public feedback;
- Develops plan maintenance procedures; and,
- Obtains State and FEMA plan approval.

Hazard Mitigation planning serves as a vital foundation for saving lives and protecting property from the effects of natural hazards. Because the work we do is of critical importance to the well-being and economic health of the communities we serve, we apply an established methodology to managing our deliverables. Tailored to the specific needs of each client, our proven approach ensures on-target quality and timeliness of all deliverables at each project stage, allowing us to consistently exceed customer expectations.

COST PROPOSAL

All-inclusive price. The Price Detail Table below presents milestone and Grand Total pricing that covers all services required to accomplish the scope of work outlined in the solicitation; the pricing includes all necessary fees and charges needed to complete this work. Time periods for each line item are included in the **Key Dates and Milestones** section of this proposal.

Pricing presented here assumes that the City of Schertz is the sole participant in the Hazard Mitigation Plan. Additional jurisdictions can be included in the Plan for \$4,500 each.

Fair pricing – grant development versus Hazard Mitigation planning. City of Schertz evaluators will notice that the pricing amount for developing and submitting the LHMPP planning grant application is significantly lower than for Hazard Mitigation planning services. H2O Partners’ experience developing successful planning grants and producing FEMA-approved Hazard Mitigation Plans and Plan Updates has shown us that the planning process is a much larger, more demanding endeavor than the grant application process. Our pricing indicates the relative levels of effort required for the two services. It is also important to note that the LHMPP provides up to 100% federal share.

Price Detail Table

Description	Amount
LHMPP Grant Development / Submission	
DEVELOPING AND SUBMITTING LHMPP PLANNING GRANT APPLICATION	\$1,690
Hazard Mitigation Plan Development	
DEVELOPING PLANNING PROCESS: Organize Planning Committee and Develop Planning Process and Goals; Develop Capability Assessment and Conduct Kick-off Workshop and Public Meeting	\$11,570
RISK AND VULNERABILITY ASSESSMENT: Identify/Review Hazards and Develop Risk Assessment Report and GIS Maps; Finalize Risk and Vulnerability Assessment; Conduct Risk Workshop and Public Meeting	\$16,250
MITIGATION STRATEGY DEVELOPMENT: Incorporate Information from Risk/Capability Assessment; Analyze Previous Mitigation Actions; Conduct Mitigation Workshop and Public Meeting; Develop/Prioritize Mitigation Actions	\$17,810
DRAFT, FINALIZE AND MAINTAIN PLAN: Develop draft of Plan; Submit to County for Approval; Incorporate Edits; Finalize and Submit Plan to TDEM; State Review and Approval; Submit to FEMA	\$14,690
PROJECT COMPLETION: Final Presentation; FEMA Approval; Adoption by The City of Schertz	\$3,250
GRAND TOTAL	\$65,260

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.

H2O Partners, Inc.
Austin, TX United States

Certificate Number:
2024-1173165

Date Filed:
06/10/2024

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

City of Schertz, TX

Date Acknowledged:

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.

2024-010
Planning & Management Services Related to Community Development Block Grant - Mitigation ("CDBG-MIT") Local Hazard Mitigation Plans Program ("LHMPP")

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

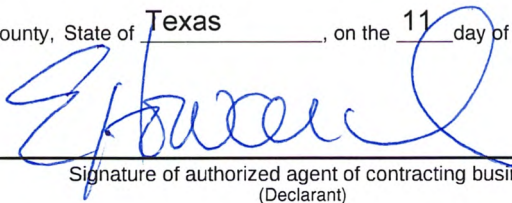
6 UNSWORN DECLARATION

My name is Eric Howard, and my date of birth is October 23, 1961.

My address is 260 Addie Roy Rd, Suite 150, Austin, TX, 78746, US.
(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 11 day of June, 2024.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

Supplementary Information

HUB Certificate

Texas Historically Underutilized Business (HUB) Certificate	
 <small>Statewide Historically Underutilized Business Program</small>	Certificate/MD Number: 1742994685200 Approval Date: September 13, 2021 Scheduled Expiration Date: September 13, 2025
The Texas Comptroller of Public Accounts (CPA), hereby certifies that	
H2O Partners, Inc.	
<p>has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed September 13, 2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.</p>	
<small>Statewide HUB Program Statewide Procurement Division</small>	
<small>Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/MD Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpascmblesearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.</small>	

SBE/WBE Certificate

		
RCWOSB22618 CERTIFICATION NUMBER		02/02/25 EXPIRATION DATE
Certifies that:		
H2O Partners, Inc.		
JoAnn Howard		
has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.		
<small>The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. Part 127 and has been certified as such by NWBOC an SBA approved Third Party Certifier pursuant to the Third Party Certifier Agreement, dated 06/30/11, and available at www.sba.gov/wosb.</small>		
 PHYLLIS HILL SLATER Board Chair, NWBOC	541611, 541990, 611430, 624229, 624230 NAICS Code(s)	02/03/22 Date
WWW.NWBOC.ORG <small>INFO@NWBOC.ORG 800-794-6140 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602</small>		
<small>TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.</small>		

Other Supporting Materials

H2O Partners maintains an active status on the System for Award Management (SAM). A printout of the website is below.

The screenshot shows the SAM.GOV website interface. At the top left is the SAM.GOV logo. To the right are navigation links for Requests, Notifications, Workspace, and Sign Out. Below the logo is a navigation bar with Home, Search (highlighted), Data Bank, Data Services, and Help. A search bar contains the text "e.g. 1606N020Q02" and a search icon. To the right of the search bar are buttons for "Search Results", "Saved Searches", and "Actions".

On the left side, there are two expandable panels: "Select Domain All Domains" (expanded) and "Filter By" (collapsed). Below these is a "Keyword Search" section with a link for more information.

The main content area displays "Showing 1 - 1 of 1 results". The result is for "H2O PARTNERS INC" with an "Active Registration" status. The details are as follows:

Unique Entity ID	CAGE Code	Physical Address	Entity
FMCPYJMNWJW7	4BX74	260 ADDIE ROY RD, STE 150, AUSTIN, TX 78746 USA	Expiration Date Nov 29, 2024 Purpose of Registration All Awards