
**WILLIAMSON COUNTY
SERVICES CONTRACT**
(H2O Partners, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and “**H2O Partners, Inc.**” (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide public assistance consultant services; specifically, a TXGLO Hazard Mitigation Plan grant application, as more fully described in **Exhibit “A”** (“Services”). If the grant is awarded, County and Service Provider shall negotiate in good faith a contract for additional services to include a Local Hazard Mitigation Plan Update, as described in **Exhibit “B.”** Service Provider shall carry out said services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until completion of Services and the acceptance of Services by the County, unless terminated earlier pursuant to this Contract. Service Provider agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance, which is approximately two years. Failure to achieve timely final completion shall be regarded as a material breach of this Contract and shall be subject to the appropriate remedies available at law.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the Services described in **Exhibit “A.”** The amount of compensation paid to Service Provider for the Services shall be capped and paid in the amount not to exceed Two Thousand Five Hundred Dollars (\$2,500), unless amended by a change order and approved by Williamson County Commissioners Court. If the grant is awarded, County and Service Provider shall negotiate in good faith a contract to include additional services, as described in Exhibit “B”, and the amount of compensation to be paid by the County.

Payment for services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
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Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES’ GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY,

OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Cancellation, Default, and Termination: The Service Provider must notify the County in the event the Service Provider is unable to perform the scheduled Services. Excepts as otherwise provided herein, this Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

A default shall consist of any use of funds for a purpose other than as authorized by this Contract, noncompliance with any provision herein, or any material breach of the Contract. Upon the occurrence of any such default, the County shall serve due notice to Service Provider at which time Service Provider shall have a reasonable opportunity to respond and cure. For purposes of this Contract, a reasonable opportunity to respond and cure shall be ten (10) business days from receipt by Service Provider of the County's written notice of such default (the "Cure Period"). If the default is not cured to the satisfaction of the County, the County shall have the right in its sole discretion

to take the following actions:

- a) Upon a written request from Service Provider setting forth a reasonable basis to support the need for an additional Cure Period the County may grant an additional Cure Period by written acknowledgment thereof; or
- b) Terminate this Agreement by written notice thereof.

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Equal Opportunity Clause: Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

XIV.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVIII.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XIX.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XX.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXI.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. Exhibit "A" and Exhibit "B"; and
- B. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell

Bill Gravell (May 9, 2023 10:42 CDT)

Judge Bill Gravell, Jr.
County Judge

Date: May 9, 2023, 20

SERVICE PROVIDER:

H2O Partners, Inc.

Name of Service Provider

Eric Howard

Authorized Signature

Eric Howard

Printed Name

Date: April 27, 2023

order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County’s governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

A. BACKGROUND

- SERVICE PROVIDER shall develop all items and materials necessary for the completion of the TXGLO Hazard Mitigation Plan Grant Application (APPLICATION), including:
 1. Developing a narrative statement and scope of work;
 2. Identifying hazards and historical occurrences;
 3. Detailing the proposed work schedule;
 4. Developing a budget; and
 5. Completing State and Federal assurance forms.
- SERVICE PROVIDER shall fulfill all requirements of the APPLICATION.
- SERVICE PROVIDER shall submit the APPLICATION electronically to the Texas Division of Emergency Management (TDEM) and provide the COUNTY with an electronic copy of the APPLICATION.
- SERVICE PROVIDER shall correspond with State and Federal agencies throughout the development and submission of the APPLICATION, as necessary.
- COUNTY shall provide identified data that may be necessary for the completion of the APPLICATION as requested by SERVICE PROVIDER, including signing forms as needed.
- The scope of services for this Exhibit "A" covers only the completion of the APPLICATION, and specifically excludes any administration or management of the grant if awarded.

B. PRICING

In consideration for the services to be performed, SERVICE PROVIDER shall be paid a lump sum amount of **\$2,500**. The above pricing represents the maximum cost ceiling, including expenses.

EXHIBIT “B”

C. BACKGROUND

- SERVICE PROVIDER shall develop a Hazard Mitigation Action Plan (HMAP) following the award of the TXGLO Hazard Mitigation Plan Grant Application and the execution of a subsequent contract.
- SERVICE PROVIDER will conduct a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, with public meetings following the workshops. All workshops and meetings will be scheduled with the COUNTY.
- SERVICE PROVIDER will facilitate the development of a Planning Team and develop a detailed tracking contact sheet for the management of documents requested.
- SERVICE PROVIDER will develop all meeting and workshop notices and materials.
- SERVICE PROVIDER will develop and distribute a capability assessment to the COUNTY in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
- SERVICE PROVIDER shall develop a format for the HMAP.
- SERVICE PROVIDER shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
- SERVICE PROVIDER will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the HMAP.
- SERVICE PROVIDER will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.
- SERVICE PROVIDER will conduct a Mitigation Action Workshop to review with COUNTY previous mitigation actions and identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
- SERVICE PROVIDER will collect and compile all records of the meetings held for the purposes of plan certification.
- SERVICE PROVIDER will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
- SERVICE PROVIDER shall write and develop each section of the HMAP and submit a preliminary draft version to COUNTY.
- SERVICE PROVIDER will revise the HMAP as necessary and submit a draft to TDEM, following the receipt of comments and revisions from COUNTY.

- SERVICE PROVIDER shall complete the review tool for the HMAP and complete revisions as required by TDEM.
- Once the HMAP is approved by TDEM and submitted to FEMA, SERVICE PROVIDER shall revise the HMAP and review tool if required by FEMA.
- After FEMA approves the HMAP, SERVICE PROVIDER shall provide COUNTY with a digital download of the HMAP.
- COUNTY shall be responsible for all grant administration and management services, including completing quarterly reports, reviewing contracts and invoices; preparing reimbursement requests with invoices, collecting all in-kind documentation from participating jurisdictions; and preparing files for project closeout.

D. PRICING

In consideration for the services to be performed, SERVICE PROVIDER shall be paid a lump sum amount of \$85,500.









Agenda Item #12. CC 5.09.23 Award 23RFP30 to H2O Partners and approve Services Contract, (Johnny)

Final Audit Report

2023-05-09

Created:	2023-05-08
By:	Kim Chappius (kim.chappius@wilco.org)
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"Agenda Item #12. CC 5.09.23 Award 23RFP30 to H2O Partner s and approve Services Contract, (Johnny)" History

-  Document created by Kim Chappius (kim.chappius@wilco.org)
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