



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 4.11.2022		2. Contract Type: Expense			3. Renewal Contract: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. Department Name: Grants Administration				5. Department Contact: Betsy Thomas			
6. Description: Technical grant writing services for Hazard Mitigation Assistance projects (Bid #B222013)							
7. IFAS FEID No: 721984		8. IFAS Req No:		9. Orgkey: 1101151900		10. Object Code: 5481000	
11. Vendor: IEM				12. Vendor Contract No: CM21413			
13. Requested Legal Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
General Government	1101	\$240,000.00					
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: 04/18/2022		Auto Renewal Contract: Yes <input type="checkbox"/> No <input type="checkbox"/>		Bid No: B222013			
Contract End Date: 04/18/2023		Contract # Issued By Purchasing: CM21413					

NOTES

Cost of application services may be reimbursable upon award. Contract amount shown here will be divided into individual Work/Task Orders for each application. -BT

Budget Amendment
22-141-0502-D ~ SC

Approved By:	Digital Signature	
Department Head:	Betsy Thomas	<small>Digitally signed by Betsy Thomas DN: cn=Betsy Thomas, o=Galveston County, ou=Grants Administration, email=betsythomas@galveston.tx.us, c=US Date: 2022.04.11 11:35:05-05'00'</small>
Purchasing Agent:	Rufus Crowder	<small>Digitally signed by Rufus Crowder Date: 2022.04.11 15:28:25 -05'00'</small>
Legal:	<i>PLA</i>	<small>Digitally signed by Paul Ready Date: 2022.04.26 14:38:04 -05'00'</small>
Contract listed in Budget Documentation: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
County Budget Office:	Cruz, Sergio	<small>Digitally signed by Cruz, Sergio Date: 2022.04.26 16:27:09 -05'00'</small>
Budget Available and Funds are/will be Available: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
County Auditor:	Madeline Walker	<small>Digitally signed by Madeline Walker DN: cn=Madeline Walker, o=Galveston County Auditor's Office, ou=Galveston County Auditor's Office, c=US Date: 2022.04.27 08:45'00'</small>



PROFESSIONAL SERVICES AGREEMENT

Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made effective as of the later date of execution by either Party, is entered into by and between Galveston County, Texas ("Client"), with a principal place of business at 722 Moody (21st St.) 2nd Floor, Galveston, Texas 77550, and Innovative Emergency Management, Inc. ("IEM"), a corporation organized and existing under the laws of the State of Louisiana, with its principal place of business at 2801 Slater Road, Suite 200, Morrisville, North Carolina, 27560-8477. The Client and IEM are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Galveston County, Texas published Request for Proposal No. B222013 seeking proposals for FEMA Hazard Mitigation Assistance services (the "RFP"), IEM submitted a proposal, and IEM's proposal was selected as the best;

WHEREAS, the Client desires to obtain the professional services of IEM in connection with the services as described in Schedule A of this Agreement; ("Work") and

WHEREAS, IEM will adhere to the terms and conditions with the applicable clauses as described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326; and

WHEREAS, the Work shall be performed on a Task Order basis, in accordance with the terms and conditions of this Agreement; and

WHEREAS, IEM has represented to the client that it is qualified and capable of providing such services in a competent and professional manner; and

WHEREAS, the Client desires to contract with IEM to provide such services, and IEM desires to provide such services to the Client under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Incorporation of the RFP.** The terms of the RFP are incorporated into this Agreement as if fully set forth herein.
2. **Definitions.** As used herein, the following terms shall have the meanings set forth below.
 - 2.1. **Person.** "Person" means any natural person, corporation, limited liability company, association, cooperative, partnership, trust, estate, joint venture, or any other legal entity, including a governmental authority or agency.
 - 2.2. **Representative.** "Representative" means a Party's employee, officer, director, manager, agent, or professional advisor.
 - 2.3. **Third Party.** "Third Party" means a Person that is not a Party to this Agreement.
 - 2.4. **Deliverables.** "Deliverables" shall mean all work products, whether tangible or intangible, in any format and whether or not copyrightable or patentable, that are delivered to the Client by IEM pursuant to this Agreement or in performance of the Work thereunder.
3. **Term.** This Agreement shall commence as of the later date of execution by either party, and shall continue until one year thereafter (the "Term"), unless sooner terminated in accordance with the provisions of this Agreement. The Term may not be altered, modified, or amended, in whole or in part, except in writing signed by duly authorized Representatives of both Parties. At the end of the Agreement's current term, the Client shall have the option to renew the Contract on the same terms and conditions for an additional two (2) one-year extensions ("Option"). The client will give IEM written notice of its intent to exercise an Option no later than thirty (30) days before the end of the Agreement's then-current term.
4. **Services and Task Orders.**
 - 4.1. IEM will perform the Work as set forth in a Task Order issued in the manner set forth herein.
 - 4.2. The Client may issue to IEM a Task Order(s) which includes a date by which IEM is required to commence the Work, the date by which the Work must be completed, the scope of services to be performed by IEM under the Task Order, and the total amount to be paid to IEM under the Task Order. Task Orders may be amended by mutual agreement of IEM and the Client.
5. **Termination.**
 - 5.1. **Termination for Default.** If either Party materially defaults in the performance of or materially fails to perform, any of its material obligations under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement fifteen (15) business days after giving written notice to the breaching party reasonably describing the breach, if the breaching party fails to cure the breach to the non-defaulting party's reasonable satisfaction within such fifteen (15) business day period. In the event of termination for default, IEM shall be entitled to payment for Work in progress, to the extent the Work has been performed satisfactorily.
 - 5.2. **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon the giving of ninety (90) calendar days written notice to the other Party of its intention to terminate. In the event of termination for convenience, IEM shall be entitled to payment for Work in progress, to the extent the Work has been performed satisfactorily.



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6. Compensation.

6.1. Fees and Expenses. The Client shall pay to IEM for services rendered under each Task Order issued by the Client, a fixed price as specified in each such Task Order. The price shall be considered inclusive of wages; materials; travel; all indirect loadings such as overhead, general, and administrative expenses; taxes; and profit.

6.2. Itemized Statements. IEM shall submit to the Client itemized statements of fees and incurred expenses in a form satisfactory to the Client. Statements shall be submitted to the Client at the following address:

Via First Class Mail:

Betsy Thomas, Director of Grants Administration
722 Moody, (21st) 3rd Floor
Galveston, TX 77550
(409) 770-5355

Via Electronic Communication:

elizabeth.thomas@Co.Galveston.TX.US

6.3. Payment of Fees and Expenses. Fees and incurred expenses shall be paid to IEM within thirty (30) calendar days of delivery of an itemized statement to the Client.

7. Engagement.

7.1. Agreement to Perform Services. IEM agrees to perform the Work for the Client.

7.2. Coordination and Progress Reporting. IEM and the Client shall develop appropriate administrative procedures for coordinating with each other and reporting progress.

7.3. Methods and Means of Performing Work. IEM shall perform the Work in an honest, confidential, efficient, prompt, economical, skillful, and careful manner. IEM shall have the right to determine the order, sequence, method, manner, details, and means of performing the services.

7.4. Work Location. IEM shall perform the Work primarily at IEM's location or locations, except when such projects or tasks require IEM to travel off-site or to the Client's location or locations.

7.5. Tools and Materials. IEM shall provide the tools and materials necessary to perform the Work.

7.6. Client Furnished Information or Resources. The Client shall provide appropriate personnel for consultation, as required, and access to relevant facilities and material that are reasonably necessary for IEM's performance under this Agreement. IEM shall be entitled to rely upon any Client furnished information, material, or resources without independent verification, unless otherwise provided for herein. In the event that the performance of IEM under this Agreement is delayed due to the failure of the Client to provide necessary and appropriate information, material, or resources that are reasonably necessary for IEM's performance, appropriate adjustments to the delivery schedule shall be made and such a delay shall not constitute a material breach of this Agreement.

7.7. Inspection and Acceptance of Deliverables. The Client's acceptance of a Deliverable shall be deemed to have occurred upon successful completion of testing and acceptance of the same by the Client. Notwithstanding the foregoing, a Deliverable shall be deemed accepted by the Client if not rejected in writing to IEM within ten (10) business days of the delivery of said Deliverable to the Client.

8. Independent Contractor.

8.1. Nature of Relationship. It is the intention of the Parties that IEM be an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee; co-employee; partnership; principal and agent; or joint venture between the Client and IEM. In addition, the Parties acknowledge that neither Party has, or shall be deemed to have, the authority to bind the other Party in any way.

8.2. Non-exclusivity. IEM shall retain the right to perform the same or similar services for others during the Term of this Agreement.

8.3. Subcontractors. IEM may enter into subcontracts with Third Parties for the performance of any part of the Work. IEM shall remain the Client's sole point of contact for all subcontractor work.

9. Technical Representative. Regarding technical matters relating to this Agreement, the Parties hereby appoint the below-listed representatives. The Client's Technical Representative, or his/her duly authorized designee, is authorized to issue technical direction to IEM. Such direction may include instructions that provide details regarding, or otherwise clarify, the Work. This



PROFESSIONAL SERVICES AGREEMENT

direction shall not constitute new assignments, or changes, modifications, or amendments, which justify any change to the Agreement terms and conditions, or price.

FOR IEM:

Michelle Burks-Augustine
2801 Slater Road, Suite 200
Morrisville, NC 27560-8477
(225) 952-8191 [Desk]
(504) 994-4367 [Voice]
Michelle.Burks-Augustine@iem.com [E-mail]

FOR CLIENT:

Betsy Thomas
722 Moody, (21st St.) 3rd Floor
Galveston, TX 77550
(409) 770-5355 [Voice]
(409) 621-7997 [Fax]
elizabeth.thomas@Co.Galveston.TX.US [E-mail]

10. Indemnification. IEM shall indemnify, defend, and hold Client harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or relating to any claims, causes of actions, lawsuits, or other proceedings, regardless of legal theory, that result, in whole or in part, from each other's officials', officers', agents', employees', contractors', and subcontractors' (a) intentional misconduct, negligence, or fraud; or (b) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any Third Party.
11. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any individual who is then in the employment of the other Party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement for the purposes of this Section 11, and the hiring of any such employees or independent contractors who freely respond thereto shall not be a breach of this Section 11.
12. Works for Hire; Ownership. Upon payment in full of all monies owed to IEM, the Client shall own all rights, title, and interest in and to all Deliverables. Ownership does not extend to copyrighted or proprietary information, or to other data in IEM's lawful possession prior to execution of this Agreement.
13. Costs and Expenses. Except as otherwise provided for in this Agreement, each Party shall bear all costs and expenses incurred by it in complying with this Agreement.
14. Limitation of Liability. IEM's liability to the Client for any cause whatsoever shall be limited to the purchase price paid to IEM for the products and/or services that are the subject of the Client's claim. In no event shall either Party be liable to the other or to any Third Party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damage. Notwithstanding the foregoing, nothing herein shall limit either party's liability under Sections **Error! Reference source not found.** or 10 of this Agreement.
15. Choice of Language; Choice of Law. All documentation, correspondence, and communications relating to this Agreement shall be made in the English language. This Agreement, and any dispute or controversy arising out of or relating to this Agreement, shall in all respects be governed by and construed according to the laws of the State of Texas, without giving effect to any principles of conflict of law or choice of law of such State or any other jurisdiction. Venue for any dispute arising out of or related to this agreement shall lie exclusively in state courts located in Galveston County, Texas.
16. Force Majeure. If at any time during the existence of this Agreement, any Party is unable to perform whole or in part any obligation under this Agreement because of war; hostility; military operations of any character; civil commissions; sabotage; quarantine restrictions; acts of government; fire; floods; explosions; epidemics; strikes or other labor trouble embargoes; and any other matter beyond human control/capability, then the date of any obligation shall be postponed during the time which such circumstances are operative.
17. Severability. If any part or provision of this Agreement is, for any reason, held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then such part or provision shall be severable from this Agreement, shall not affect any other part or provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable part or provision had never been contained herein. The remaining part or provisions hereof shall remain effective and fully enforceable to the maximum extent permitted by law.
18. No Waiver. The waiver by any Party hereto of any default hereof or of any breach of any covenant, agreement, or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof, similar or otherwise. No waiver of this Agreement or any portion thereof shall be binding upon any Party unless made in writing signed by a duly authorized Representative of such Party, and no failure or delay in enforcing any right shall be deemed a waiver.



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19. Notices. All notices authorized or required to be given pursuant to this Agreement shall be in writing and either delivered by hand; mailed by registered or certified first-class mail, postage prepaid; or sent by electronic communication as follows:

TO IEM:

IEM
ATTN: Contract Management
2801 Slater Road, Suite 110
Morrisville, NC 27560
(919) 990-8191
contracts@iem.com

TO CLIENT:

Betsy Thomas, Director of Grants Administration
722 Moody, (21st St.) 3rd Floor
Galveston, TX 77550
(409) 770-5355 [Voice]
elizabeth.thomas@Co.Galveston.TX.US

Any such notice shall be deemed to have been given and received, if delivered or sent by electronic communication, on the day on which it was delivered or sent and, if mailed, on the fifth (5th) business day following the day it was mailed, subject to the provisions of Section 16 of this Agreement. Any electronic communication sent after 3:00 p.m. Eastern Time shall be deemed to have been sent at 9:00 a.m. Eastern Time on the following business day.


20. Parties in Interest; No Assignment. This Agreement is solely for the benefit of the Parties and shall not be deemed to confer upon or give to any Person any remedy, claim of liability or reimbursement; cause of action; or other right. This Agreement shall be binding on the Parties and their respective successors and permitted assigns. No Party may assign, transfer, or delegate its rights or obligations contained herein without the prior written consent of the other Parties, which consent shall not be unreasonably conditioned, withheld, or delayed. Any change of control of a Party shall be deemed an assignment of this Agreement that requires the prior written consent of the other Parties. For the purposes of this Agreement, "change of control" means any merger; consolidation; sale of all or substantially all of the assets; or sale of a substantial block of stock of a Party.
21. Headings; Construction. The headings in this Agreement are for convenience of reference only and shall not in any way define, limit, or describe the scope or intent of any provisions or sections of this Agreement. The Parties have negotiated the provisions of this Agreement and this Agreement shall be deemed to have been drafted by all Parties hereto.
22. Entire Agreement; Amendments. This Agreement, including all attachments hereto, reflects the complete understanding between the Parties regarding the subject matter hereof and constitutes their entire agreement, superseding all prior negotiations, representations, agreements, understandings, and statements, whether oral or written, regarding the subject matter hereof. This Agreement may not be altered, modified, or amended, in whole or in part, except in writing signed by duly authorized Representatives of each Party. No statement by any Representative of any Party may be construed as amending this Agreement in any way.
23. Method of Execution. This Agreement may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by electronic mail delivery of a file in Portable Document Format (PDF), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, each Party represents that it has read this entire Agreement, comprising 6 pages (including Schedule A), and agrees to perform in accordance with the terms and conditions contained herein. Each Signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the Party whom such Signatory represents.

FOR CLIENT:


Mark Henry
Galveston County Judge

FOR IEM:

DocuSigned by:

064FBB635EAD47E...
Keith Reynolds
Manager of Contract Administration

May 2, 2022
Date

4/25/2022
Date



PROFESSIONAL SERVICES AGREEMENT

Schedule A:**SCOPE OF WORK:**

All contracted and conducted work will follow FEMA's HMA Guidance (Hazard Mitigation Assistance) set forth by FEMA. Title 44 of the Code of Federal Regulations (CFR), 44 CFR Part 79-Flood Mitigation Grants, 44 CFR Part-9 Floodplain Management and Protection of Wetlands, 44 CFR Part 10-Environmental Considerations, 2 CFR Part 200-Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular", 31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers, 2 CFR Part 170, Reporting Sub awards and Executive Compensation-Appendix A to Part 170-Award Term, 48 CFR Part 31.2 (Federal Acquisition Regulation).

- Create and submit program applications for Hazard Mitigation Assistance Grant Programs (e.g., HMGP, HMGP Post Fire Grant, FMA, PDM, BRIC, CDBG-DR, CDBG-MIT).
- Hazard Mitigation grant funding opportunity research and notification to County personnel.
- Project Matching – including an assessment of identified hazards as listed in the Galveston County Hazard Mitigation Plan and countywide gap issues for matching with HMA grant programs.
- Application creation.
- Benefit Cost Analysis (BCA).
- Community Outreach, if applicable.
- Application coordination with County and HMA grant agency.
- Preliminary engineering for application.
- Program Application Services will be coordinated under Galveston County as directed by its governing authority, its municipalities, and unincorporated communities.
- Program Application Administrator shall manage all application aspects specified by the County including, but not limited to the following:
 - The Vendor shall conduct outreach in the manner a project necessitates.
 - The Vendor shall coordinate with the county, homeowners, county municipalities, engineers, and contractors.
 - The Vendor shall prepare and make eligibility determinations, application(s), benefit-cost analysis, eligibility determinations, and application submissions.
 - The Vendor shall in coordination with the county, review all data, and make applications for primary and secondary alternate projects as directed.
 - Vendor shall conduct comprehensive research and desktop reviews to determine if county projects and homeowner properties may be considered for inclusion into grant applications.
 - The Vendor shall calculate preliminary estimates of construction costs for the County to review, prior to application.
 - The vendor shall create, obtain and submit preliminary designs/drawings for project development as needed.
 - The Vendor shall track and submit all necessary program documentation as needed to gain approval.
 - The Vendor shall conduct public meetings as needed.
 - The Vendor shall make visits to project sites as needed.
- The Vendor shall produce RFQs (Request for Qualification) for final project engineering and project management, to include final design and necessary documentation.
- Other duties as assigned.



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LABOR CATEGORIES:

Labor Category/Title	Rate
Program Manager	\$155.00
Project Manager	\$141.00
Deputy Project Manager	\$126.00
Hazard Mitigation Assistance (HMA) Specialist III	\$122.00
Hazard Mitigation Assistance (HMA) Specialist II	\$116.00
Hazard Mitigation Assistance (HMA) Specialist I	\$95.00
Benefit Cost Analysis (BCA) Analyst - Lead	\$141.00
BCA Analyst	\$128.00
Cost estimator	\$115.00
HMA Technical Specialist III	\$202.00
HMA Technical Specialist II	\$133.00
HMA Technical Specialist I	\$128.00
Technical Editor	\$73.00
Graphic Artist	\$69.00
Geospatial Technical Lead	\$111.00
GIS Specialist	\$81.00
Reporting Specialist	\$92.00
Administrative Assistant	\$57.00
PIO/Outreach - (HUB Qualified teaming partner)	\$207.00
EHP/Engineer BeAspire (HUB Qualified teaming partner)	\$179.00



P.O. Box 110265
Research Triangle Park, NC 27709

919-990-8191

www.iem.com

Task Order 5

This task order is issued pursuant to Contract CM21413/PO F206275 (associated with RFP B222013). Innovative Emergency Management International, Inc. (IEM) will develop one (1) Building Resilient Infrastructure and Communities (BRIC) project documents with existing information from the 2023 application, for potential submission for the Building Resilient Infrastructure and Communities (BRIC) 2024 Grant Program through the Texas Division of Emergency Management (TDEM).

The period of performance for this task order is from July 29, 2023 to May 1, 2025.

Title	Name	BRIC 2024	Total Hours	Rate	Total
Program Manager	Benj Korson	1	1	\$155.00	\$ 155.00
Project Manager	Lyz Cullmann	6	6	\$141.00	\$ 846.00
HMS III	Mike Singh	16	16	\$122.00	\$ 1,952.00
			23		\$ 2,953.00

Estimated Level of Effort: \$2,953.00

The hours provided are estimates determined after the original prioritization meeting of six (6) projects identified for project development, with the Galveston County Engineering team, Management team, and IEM. The hours provided are estimates determined through the strategy to pull the 2023 application and update it for submission to the 2024 BRIC. If additional level of effort is needed to address RFIs or progression through the grant process, IEM will communicate these to the Galveston County's Project Manager.

The level of effort includes application development (including uploading and data entry into the State's System of Record (currently GMS)), and other activities that may be requested within the scope of project/application development. Depending on the needs for each identified project, the hours allocated to a specific Labor Category may fluctuate (increase or decrease); however, **cost savings will be a priority for this Task Order** and we will strive to ensure the cost estimate remains within the estimated total overall.

Should IEM find risks that these may be exceeded in any way, the Project or Program Manager will notify Galveston County's Project Manager or designee at once with justification of the potential risk of overage in hours, or missing any deliverables, and provide an updated timeline and level of effort for Galveston County's consideration and negotiation.

[Signature Page Follows]



P.O. Box 110265
Research Triangle Park, NC 27709

919-990-8191

www.iem.com

FOR CLIENT:

A handwritten signature in blue ink, appearing to read 'Mark Henry', is written over a horizontal line.

Mark Henry
County Judge

Date: MARCH 31, 2025

FOR IEM:

DocuSigned by:

A handwritten signature in blue ink, appearing to read 'Keith Reynolds', is written over a horizontal line.

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Keith Reynolds
Director, Contract Operations

Date: March 7, 2025