

# PROFESSIONAL MASTER SERVICES AGREEMENT

This Professional Services Agreement (“AGREEMENT”), dated this 29th day of October, 2025, is entered into by and between **H2O Partners, Inc.**, 1515 S. Capital of Texas Hwy, Suite 305, Austin, TX 78746, a corporation formed under the laws of the State of Texas (hereinafter referred to as “CONSULTANT”) and Hopkins County, Texas, hereinafter referred to as (“CLIENT”).

## WITNESSETH

WHEREAS, CLIENT intends to develop a Federal Emergency Management Agency (FEMA)-approved Local Hazard Mitigation Action Plan (HMAP) for Hopkins County, Texas, including the participating jurisdictions of the City of Sulphur Springs, City of Como, City of Cumby, and the Town of Tira.

WHEREAS, CONSULTANT agrees to provide all technical and professional expertise, knowledge, management, and other resources required for developing the HMAP.

WHEREAS, if a non-Federal entity wants to use federal funds to pay or reimburse their expenses for services under a contract, CLIENT and CONSULTANT, will comply with all applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) and 2 CFR 200: 318 - 327; and contains the federally required contract provisions; and

NOW, THEREFORE, the provisions are as follows:

### **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

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

Required Certification. If applicable, Consultants must sign and submit to the non-federal entity the following certification.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:



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1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The consultant, H2O Partners, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

### **Clean Air Act**

1. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The consultant agrees to report each violation to Hopkins County, Texas and understands and agrees that Hopkins County, Texas will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

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## **Federal Water Pollution Control Act**

1. The consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

2. The consultant agrees to report each violation to the Hopkins County, Texas and understands and agrees that Hopkins County, Texas will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## **Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the consultant is required to verify that none of the consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

H2O Partners must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Hopkins County, Texas. If it is later determined that the consultant did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Hopkins County, Texas, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

## **Access to Records**

## **PROFESSIONAL SERVICES AGREEMENT**

The consultant agrees to provide the Texas Division of Emergency Management and/or the General Land Office, Federal Emergency Management Agency (FEMA) Administrator and/or the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the consultant which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

The consultant agrees to maintain records for five years after the Grantee formally closes out the project and agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. In compliance with the Disaster Recovery Act of 2018, Hopkins County, Texas and H2O Partners acknowledge and agree that no language in the is agreement is intended to prohibit audits or internal reviews by the FEMA Administrator, HUD, or the Comptroller General of the United States.

### **Solid Waste Disposal Act**

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

The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Prohibition: Recipients, Subrecipients, and Contractors are prohibited from using loan or grant funds under this agreement to acquire, extend, or renew contracts for covered telecommunications equipment or services.

Covered Telecommunications Equipment or Services: As defined in section 889 of Public Law 115-232, "covered telecommunications equipment or services" includes:

Telecommunications equipment from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or their subsidiaries or affiliates.

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Compliance: Acceptance of a loan or grant serves as certification of compliance with this prohibition. No further specific certification is required beyond the initial acceptance and those provided with payment requests and financial reports.

WHEREAS, the State of Texas requires state-administered grant funds to comply with various Government Codes and regulations, CLIENT and CONSULTANT, will comply with all applicable clauses described in Texas Government Codes 2271 and 2252.

NOW, THEREFORE, the provisions are as follows:

- As required by Chapter 2271, Texas Government Code, CONSULTANT hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this AGREEMENT. For purposes of this verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- Pursuant to Chapter 2252, Texas Government Code, CONSULTANT represents and certifies that, at the time of execution of this AGREEMENT neither CONSULTANT, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, it is hereby agreed as follows:

### **1. Responsibilities; Services and Duties**

- A. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, documents, estimates, specifications, reports, studies and other material (all items collectively hereinafter called "PROJECT DOCUMENTS") and plan consulting services (hereinafter "SERVICES") furnished by the CONSULTANT in strict accordance with the terms, covenants, and conditions of this AGREEMENT and all applicable Federal, State, and local laws, rules, and regulations.
- B. CLIENT approval of PROJECT DOCUMENTS, services, and incidental consulting services shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy of the consulting services performed.
- C. CONSULTANT and CLIENT shall negotiate mutually agreeable terms and compensation for completing additional services beyond those stated in the AGREEMENT, should the need arise.

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- D. CLIENT's Contract Manager will be responsible for exercising general oversight of CONSULTANT's activities in completing SERVICES stated in the AGREEMENT. The CLIENT's Contract Manager shall give the CONSULTANT timely feedback on the acceptability of progress.
- E. CONSULTANT's Contract Manager for this engagement shall be Heather Ferrara; Phone: 205-586-6616; Email: heather@h2opartnersusa.com.

CLIENTS's Primary Point of Contact (POC) for the engagement shall be Beth Wisenbaker, 118 Church Street, Sulphur Springs, TX 75482, 903-348-1614, grants.bethw@hopkinscountytexas.org.

### **2. Scope of Services-Consultant,**

- A. Upon execution of this Agreement and Task Order 1, CONSULTANT will coordinate with CLIENT POC to prepare a Planning Grant Application submit the application on behalf of the CLIENT to Texas General Land Office.
- B. Upon notice of LHMPP Planning Grant Award by Texas General Land Office, and execution of Task Order 2, CONSULTANT will conduct a Kick-off Workshop, Risk Assessment Workshop, and Mitigation Action Workshop, will be scheduled with the CLIENT with public meetings to follow each.
- C. CONSULTANT will facilitate the development of a hazard mitigation planning committee and develop a detailed tracking contract sheet for the management of documents requested.
- D. CONSULTANT will develop all meeting and workshop notices and materials.
- E. CONSULTANT will develop and distribute capability assessments to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
- F. CONSULTANT shall develop a format for the HMAP.
- G. CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
- H. CONSULTANT will conduct a new analysis and risk and vulnerability assessment for the HMAP.
- I. CONSULTANT will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.

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- J. CONSULTANT will conduct a Mitigation Action Workshop to identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
- K. CONSULTANT will collect and compile all records of the meetings held for the purposes of plan certification.
- L. CONSULTANT will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
- M. CONSULTANT shall write and develop each section of the HMAP and submit a preliminary draft version to CLIENT.
- N. CONSULTANT will revise the HMAP as necessary and submit a draft to Texas Division of Emergency Management ("TDEM"), following the receipt of comments and revisions from CLIENT.
- O. CONSULTANT shall complete the review tool for the HMAP and complete revisions as required by TDEM.
- P. Once the HMAP is approved by TDEM and submitted to FEMA, CONSULTANT shall revise the HMAP and review tool if required by FEMA.
- Q. After FEMA approves the HMAP, CONSULTANT shall provide CLIENT with a digital download of the HMAP.

### **3. Scope of Services-Client**

- A. CLIENT will render services inclusive of the following:
  - 1) Providing contact information for department heads and other potential Planning Team Members and sending out notices that have been provided to CLIENT by CONSULTANT regarding upcoming meetings.
  - 2) Establishing dates of all meetings and workshops and the location for the public meetings to follow.
  - 3) In conjunction with CONSULTANT, compiling a list of stakeholders interested in the HMAP and providing notice of meetings to said stakeholders.
  - 4) Advertising all public and stakeholder meetings for the HMAP on CLIENT's website or in the legal notice section of local newspapers.
  - 5) Furnishing or making available a projector and screen for PowerPoint presentations at each meeting, or notifying CONSULTANT if a projector and/or screen will not be available.
  - 6) Assisting the CONSULTANT by placing at their disposal all available pertinent data for the HMAP, including the following:
    - i. GIS data (if available);

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- ii. Information on past mitigation or grant projects, including date, amount and completion notes; and
  - iii. Current National Flood Insurance Program (NFIP) status.
- 7) Examining documents submitted by the CONSULTANT and rendering a decision pertaining thereto promptly, to avoid unreasonable delay in the progress of the CONSULTANT's SERVICES.
  
- B. CLIENT shall be responsible for the formal adoption of the HMAP once approved by FEMA, by way of a resolution. If requested, a sample resolution will be provided by CONSULTANT.
  
- C. The services, information, and reports required by this Section, inclusive, shall be furnished at the CLIENT'S expense, and the CLIENT will use its best efforts to apprise the CONSULTANT of any inaccuracies or inconsistencies in the information provided.
  
- D. CLIENT 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.

### **4. Time of Performance**

- A. CONSULTANT agrees to begin work on the day of execution of this AGREEMENT and Task Order 1, and, upon notice of Planning Grant Award and issuance of Task Order 2, continue work until final FEMA approval of the HMAP.
  
- B. This AGREEMENT may be extended upon the execution of an additional written Letter of Agreement signed by CONSULTANT and CLIENT.
  
- C. CONSULTANT may modify the time of performance upon written approval from CLIENT.
  
- D. Termination of the AGREEMENT by CLIENT releases CONSULTANT from all obligations subsequent to the point of termination, and the CONSULTANT shall immediately deliver to CLIENT all material and products completed or in progress.

### **5. Compensation**

- A. For and in consideration of SERVICES, CLIENT shall pay, and the CONSULTANT shall receive, compensation as hereinafter set forth. All remittance by the CLIENT for such compensation shall either be mailed or delivered to the CONSULTANT's office as identified in Section 15, "Notices."

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- B. CONSULTANT shall be paid a fixed fee, not-to-exceed amount equal to \$1,690 for work completed under Task Order 1.
- C. Upon award of Planning Grant by Texas General Land Office, CONSULTANT shall be paid a fixed fee, billed in increments outlined below, not-to-exceed \$72,540.00.

### 6. Payment

- A. In accordance with the General Land Office (GLO) Local Hazard Mitigation Plans Program (LHMPP) grant awarded to CLIENT, CONSULTANT will be compensated for work completed in Task Order 2 in five (5) installments based on the completion of HMP Planning Phases. These phases, and CONSULTANT'S proposed costs are:
  - 1. **DEVELOPING PLANNING PROCESS:** Organize Planning Committee and Develop Planning Process and Goals; Develop Capability Assessment and Conduct Kick-off Workshop and Public Meeting, not to exceed \$11,700.00
  - 2. **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, not to exceed \$17,030.00
  - 3. **MITIGATION STRATEGY DEVELOPMENT:** Incorporate Information from Risk/Capability Assessment; Analyze Previous Mitigation Actions; Conduct Mitigation Workshop and Public Meeting; Develop/Prioritize Mitigation Actions, not to exceed \$18,200.00
  - 4. **DRAFT, FINALIZE AND MAINTAIN PLAN:** Develop draft of Plan Update; Submit to County for Approval; Incorporate Edits; Finalize and Submit Plan Update to TDEM; State Review and Approval; Submit to FEMA, not to exceed \$21,970.00
  - 5. **PROJECT COMPLETION:** Final Presentation; FEMA Approval; Adoption by Hopkins County, the cities of Sulphur Springs, Como, and Cumby, and the Town of Tira, Texas, not to exceed \$3,640.00
- B. CLIENT shall pay CONSULTANT for services rendered no later than 30 days from receipt of invoice. If CLIENT objects to any itemized entries on an invoice, CLIENT will promptly notify CONSULTANT of the objection(s) and payment for those specific entries may be delayed until the objection(s) are resolved.

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## 7. Independent Contractor

The services performed hereunder by the CONSULTANT shall be subject to CLIENT'S inspection and approval, but the detailed manner and method of doing said services shall be under the control of the CONSULTANT. In the performance of services hereunder, CONSULTANT shall be deemed an independent contractor, and any of its employees performing services required hereunder shall be deemed solely employees of CONSULTANT or its subcontractor, and not employees of the CLIENT.

## 8. Laws and Ordinances

- A. CONSULTANT shall at all times observe and comply with all federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority, which in any manner affect this AGREEMENT or the HMAP.
- B. CONSULTANT agrees, moreover, not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, national origin, genetic information, or any other legally protected category.
- C. CONSULTANT agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CONSULTANT agrees that the indemnification provisions of Section 9 "Indemnification and Insurance" encompass any failure by the CONSULTANT to comply with this article.

## 9. Indemnification and Insurance

- A. CONSULTANT agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages occurring as a result of or arising out of this AGREEMENT on account of CONSULTANT's negligence or willful misconduct (or the negligence or willful misconduct of any of their respective affiliates), to the extent not caused by the fault of CLIENT. CONSULTANT further agrees to indemnify and hold harmless CLIENT from and against any losses, claims, liabilities, or damages alleged by CONSULTANT'S employees, contractors, subcontractors and representatives relating to the work performed under this AGREEMENT.
- B. CONSULTANT warrants that it maintains 1) general liability insurance and 2) workers' compensation insurance on all of its employees.

## 10. Assignment

Neither this AGREEMENT, nor any right, privilege or cause of action arising hereunder, may be assigned by CONSULTANT in whole or in part for any purpose and whether in settlement of litigation or not, and any purported assignment shall be null, void and unenforceable without the written consent of the CLIENT. The CLIENT

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and the CONSULTANT each binds itself and its successors and assigns to the other party with respect to all covenants of this AGREEMENT.

### **11. Termination**

- A. CLIENT may terminate this AGREEMENT, or any portion of it, by serving a notice of termination on the CONSULTANT, which shall be effective on the date of the receipt of the notice of termination. The notice shall state whether the termination is for convenience of CLIENT or for default of the CONSULTANT.
- B. If the termination is for default, the notice shall state the manner in which the CONSULTANT has failed to perform the requirements of the AGREEMENT and identify a reasonable time period for the CONSULTANT to cure such default, or provide evidence sufficient to prove to the CLIENT's reasonable satisfaction that such default does not, in fact, exist.
- C. If the termination is for the convenience of CLIENT, the CONSULTANT shall be paid its costs up to the time of notice to stop work is received.

### **12. Acceptance of Incomplete or Non-Conforming Deliverables**

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the CLIENT prefers to accept it, the CLIENT may do so. If any such acceptance occurs prior to final payment, the CLIENT and CONSULTANT may agree upon the amount to be deducted to compensate the CLIENT for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the CLIENT by the CONSULTANT.

### **13. Dispute Resolution**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a

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mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the CLIENT and the CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CLIENT and the CONSULTANT will share the costs of mediation equally.

### 14. Modifications

This AGREEMENT may be modified or amended if approved, in writing by both parties. No pre-printed or similar terms on any the CONSULTANT invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

### 15. Notices

- A. All notices and communications under this AGREEMENT to be delivered to the CLIENT shall be sent to the address of the CLIENT as follows, unless and until the CONSULTANT is otherwise notified:

Beth Wisenbaker  
118 Church Street, Sulphur Springs, TX, 75482  
903-348-1614  
[grants.bethw@hopkinscountytexas.org](mailto:grants.bethw@hopkinscountytexas.org)

- B. All notices and communications under this AGREEMENT to be delivered to the CONSULTANT shall be sent to the address of the CONSULTANT as follows, unless and until the CLIENT is otherwise notified:

H2O Partners, Inc.  
1515 S. Capital of Texas Hwy, Suite 305  
Austin, TX 78746  
Attn: Heather Ferrara  
[heather@h2opartnersusa.com](mailto:heather@h2opartnersusa.com)

### 16. Legal Construction

- A. The validity of this AGREEMENT and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

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- B. In case any one or more of the provisions contained in this AGREEMENT shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- C. This AGREEMENT contains the entire understanding between the parties and supersedes all prior agreements, oral representations and understandings. This Agreement may not be changed except by a written agreement signed by both parties. The persons signing this AGREEMENT warrant and represent that they have read and understood this AGREEMENT and are authorized to sign it on behalf of each party.

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### 17. Exclusions

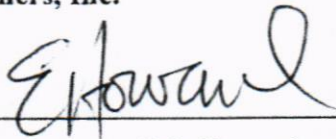
- A. EXCLUSIONS AND ASSUMPTIONS In addition to Hopkins County, Texas the HMAP will include the cities of Sulphur Springs, Como, and Cumby, and the Town of Tira, Texas.
- B. If additional communities or entities join the HMAP effort, as participating Planning Team Members, this AGREEMENT will be modified to reflect updated participating members and compensation.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed on the day and year first above written.

**H2O Partners, Inc.**

BY:   
NAME: Eric Howard  
TITLE: Executive Vice President  
DATE: 10/29/2025

**Hopkins County, Texas**

BY:   
NAME: Robert Newcom  
TITLE: County Judge  
DATE: 10-29-25

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## APPENDIX "A" PROPOSED COST OF SERVICES

**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 for the Hazard Mitigation Plan Update as outlined in the solicitation; the pricing includes all necessary fees and charges. Pricing presented here assumes that Hopkins County Hazard Mitigation Plan Update will include the County and the cities of Sulphur Springs, Como, Cumby and the Town of Tira, Texas as the only participating jurisdictions. Additional jurisdictions can be included in the Plan for \$4,500 each.

**Price Detail Table**

Description	Amount
<b>Grant Development / Submission</b>	
<b>DEVELOPING AND SUBMITTING LHMPP OR HMGP GRANT APPLICATION</b>	\$1,690
<b>Hazard Mitigation Plan Update Development</b>	
<b>DEVELOPING PLANNING PROCESS:</b> Organize Planning Committee and Develop Planning Process and Goals; Develop Capability Assessment and Conduct Kick-off Workshop and Public Meeting	\$11,700
<b>RISK AND VULNERABILITY ASSESSMENT:</b> Identify/Review Hazards and Develop Risk Assessment Report and GIS Maps; Finalize Risk and Vulnerability Assessment; Conduct Risk Workshop and Public Meeting	\$17,030
<b>MITIGATION STRATEGY DEVELOPMENT:</b> Incorporate Information from Risk/Capability Assessment; Analyze Previous Mitigation Actions; Conduct Mitigation Workshop and Public Meeting; Develop/Prioritize Mitigation Actions	\$18,200
<b>DRAFT, FINALIZE AND MAINTAIN PLAN:</b> Develop draft of Plan Update; Submit to County for Approval; Incorporate Edits; Finalize and Submit Plan Update to TDEM; State Review and Approval; Submit to FEMA	\$21,970
<b>PROJECT COMPLETION:</b> Final Presentation; FEMA Approval; Adoption by Hopkins County and cities of Sulphur Springs, Como, Cumby and the Town of Tira, Texas.	\$3,640
<b>GRAND TOTAL</b>	<b>\$74,230</b>

# PROFESSIONAL SERVICES AGREEMENT

## APPENDIX "B" SAMPLE TASK ORDER 1

### TASK ORDER 1 – PLANNING GRANT

This Task Order is made part of and governed by the terms and provisions of the AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT), dated as of 29th day of October, 2025, by and between H2O Partners, Inc. (CONSULTANT) and Hopkins County, Texas, (CLIENT). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

#### A. BACKGROUND

- CONSULTANT shall develop all items and materials necessary for the completion of the 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.
- CONSULTANT shall fulfill all requirements of the APPLICATION.
- CONSULTANT shall submit the APPLICATION electronically to the Texas General Land Office (GLO) and provide the CLIENT with an electronic copy of the APPLICATION.
- CONSULTANT shall correspond with State and Federal agencies throughout the development and submission of the APPLICATION, as necessary.
- CLIENT shall provide identifying data that may be necessary for the completion of the APPLICATION as requested by CONSULTANT, including signing forms as needed.
- The scope of services for this AGREEMENT 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, CLIENT shall pay, and CONSULTANT shall receive, compensation as hereinafter set forth. CONSULTANT shall be paid a firm fixed fee of \$1,690.00 in consideration for the services to be performed under this AGREEMENT. The above pricing represents the maximum cost ceiling, including expenses.

# PROFESSIONAL SERVICES AGREEMENT

## APPROVAL/ACCEPTANCE

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. This Task Order consists of this document and any supplemental pages attached and referenced hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Task Order to be duly executed on the day and year first above written.

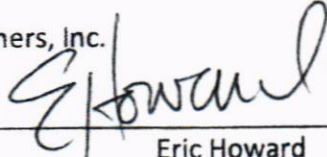
H2O Partners, Inc.

BY:

NAME:

TITLE:

DATE:

  
Eric Howard  
Executive Vice President  
10/29/2025

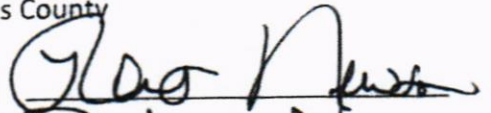
Hopkins County

BY:

NAME:

TITLE:

DATE:

  
Robert Newson  
County Judge  
10-29-25

# PROFESSIONAL SERVICES AGREEMENT

## APPENDIX "C"

### HAZARD MITIGATION PLANNING SERVICES

#### TASK ORDER – 2 – Hazard Mitigation Plan

This Task Order is made part of and governed by the terms and provisions of the AGREEMENT FOR PROFESSIONAL SERVICES (AGREEMENT), dated as of 29<sup>th</sup> day of October, 2025, by and between H2O Partners, Inc. (CONSULTANT) and Hopkins County, Texas (CLIENT). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

#### C. BACKGROUND

- CONSULTANT shall develop a Hazard Mitigation Action Plan (HMAP) following award of the Local Hazard Mitigation Plan Program (LHMPP) planning grant APPLICATION.
- CONSULTANT 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 CLIENT.
- CONSULTANT will facilitate the development of a Planning Team and develop a detailed tracking contact sheet for the management of documents requested.
- CONSULTANT will develop all meeting and workshop notices and materials.
- CONSULTANT will develop and distribute a capability assessment to the CLIENT in order to review and incorporate, if appropriate, any existing plans, studies, reports and technical information into the HMAP.
- CONSULTANT shall develop a format for the HMAP.
- CONSULTANT shall develop a public survey in addition to public and stakeholder presentations in order to provide for a detailed process of public involvement.
- CONSULTANT will complete a review of the previous risk assessment and conduct a new analysis and risk and vulnerability assessment for the HMAP.
- CONSULTANT will develop materials and conduct a Risk Assessment Workshop based on preliminary results of the risk assessment.

## **PROFESSIONAL SERVICES AGREEMENT**

- CONSULTANT will conduct a Mitigation Action Workshop to review with CLIENT previous mitigation actions and identify and prioritize new hazard mitigation strategies for the creation of hazard mitigation actions to be included in the HMAP.
- CONSULTANT will collect and compile all records of the meetings held for the purposes of plan certification.
- CONSULTANT will complete data collection worksheets as required, identifying potential measures, and identifying local capabilities and calculate loss estimates for various hazards.
- CONSULTANT shall write and develop each section of the HMAP and submit a preliminary draft version to CLIENT.
- CONSULTANT will revise the HMAP as necessary and submit a draft to TDEM, following the receipt of comments and revisions from CLIENT.
- CONSULTANT 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, CONSULTANT shall revise the HMAP and review tool if required by FEMA.
- After FEMA approves the HMAP, CONSULTANT shall provide CLIENT with a digital download of the HMAP.
- CLIENT with the assistance of the CONSULTANT, shall be responsible for all grant administration and management services, including completing quarterly reports, reviewing contracts and invoices; preparing reimbursement requests with invoices; and preparing files for project closeout.

### **D. PRICING – TASK ORDER 2**

In consideration for the services to be performed, CONSULTANT shall be paid a firm fixed price amount of \$72,540.00.

### **E. TERM**

The term of Task Order 2 shall begin on the date signed and continue until final FEMA review and approval of the HMAP.

## PROFESSIONAL SERVICES AGREEMENT

Acceptance of the terms of this Task Order is acknowledged by the following signatures of the authorized representatives of the parties to the Agreement. Task Order 2 consists of this document and any supplemental pages attached and referenced hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Task Order to be duly executed on the day and year first above written.

H2O Partners, Inc.

BY: \_\_\_\_\_

NAME: Eric Howard

TITLE: Executive Vice President

DATE: \_\_\_\_\_

Hopkins County, Texas

BY: \_\_\_\_\_

NAME: Robert Newson

TITLE: County Judge

DATE: 10-29-25