



## **Request for Proposal – 202662**

(to be used for purchases totaling less than \$50,000)

The City of Georgetown requests a proposal on the following requirements. Questions regarding this Proposal should be submitted through the City's eBid portal or emailed directly to **Veronica Ferriz** at **veronica.ferriz@georgetowntexas.gov**,

Proposals to be received electronically through the City's bid system by 2:00 PM CT on June 30 2026.

<https://gtowntx.ionwave.net/SourcingEvents.aspx?SourceType=1>

A copy of the City's Standard Form of Agreement is attached to the solicitation. Provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm is willing to execute the Agreement without modification.

Please provide a proposal for the following service(s):

### **INTRODUCTION**

The City of Georgetown seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Offeror) with substantial and relevant experience and expertise to provide instructions and assistance for the preparation of an updated local Hazard Mitigation Plan (HMP) pursuant to the Disaster Mitigation Act of 2000, 44 CFR Part 201.6 and current FEMA "how-to" planning guidance. The successful Offeror (Consultant) must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP.

### **CURRENT CIRCUMSTANCES**

The City of Georgetown Emergency Management and Homeland Security (GOEM) Division's mission is foster a Lifestyle of Preparedness and Be a Champion of Resiliency to save lives and safeguard property by enhancing the combined local capabilities, and to protect and prevent harm from potential or actual hazards. The City has a current Hazard Mitigation Plan that expires in February 2027, and is available at [https://georgetowntexas.gov/public\\_safety/fire/emergency\\_management/hazard\\_mitigation\\_plan.php](https://georgetowntexas.gov/public_safety/fire/emergency_management/hazard_mitigation_plan.php). In the last two years the GOEM has prepared for and responded to winter weather and extreme cold, severe storms that have produced tornados, lightning, and damaging hail, wildfire, drought, as well as a natural gas leak in downtown that required evacuations. Additionally, community outreach has increased promoting partnerships such as the Sun City FireWise program that is the largest of its kind in the nation. The city is also a participating jurisdiction in the Multijurisdictional Flood Management Plan, and the Community Wildfire Protection Plan, and currently developing a Catastrophic Debris Management Plan. GOEM supports city departments, the community and city employees with training such as Skywarn, and continues to provide guidance on multi-hazard response. Other training provided for First Responders includes various courses on public information and sport/special event management and response. Georgetown Office of Emergency Management staff include one full-time Emergency Management Coordinator and one Assistant Emergency Management Coordinator on call 24/7.

### **SCOPE OF WORK**

A. City of Georgetown wishes to remain proactive in steps to prepare for natural or human-caused hazards. This plan will allow City of Georgetown to maintain eligibility for future federal mitigation grant funding and help identify mitigation actions that will make local communities more disaster resistant. Proposer shall, develop a Hazard Mitigation Plan (HMP) update that meets the

requirements of the Disaster Mitigation Act (DMA) of 2000, 44 CFR Part 201.6 and the most current Federal Emergency Management Agency (FEMA) “how-to” planning guidance. The plan will meet the most current FEMA Local Mitigation Plan Review Tool requirements, attached, and made a part of this Statement of Work. In addition, the plan will be aligned with the current State of Texas Hazard Mitigation Plan. The HMP update shall include human caused and technological hazards as a requirement for the updated HMP.

- B. To obtain information required for developing the Hazard Mitigation Plan, Contractor must obtain information necessary by conducting two workshops or surveys, once during plan development, and again prior to submitting to the state.

The Draft Hazard Mitigation Plan is due 150 days after contract acceptance. The Contractor will be responsible for the following four stages:

1. Organizing Resources,
2. Assessing Risks
3. Developing a Mitigation Strategy, and
4. Plan Adoption, Monitoring & Evaluation Descriptions.

- C. The Consultant will facilitate the planning process, identify the data requirements, conduct research, develop and facilitate the public input process, document the planning process, produce the draft and final plan document, and facilitate the plan adoption process.

#### **PHASE 1: ORGANIZE RESOURCES**

Consultant will:

- A. Work with the local jurisdictions, special districts, and the All-Hazards Multi-Agency Coordination (MAC) Group on all phases of the project.
- B. Ensure that representatives from participating jurisdictions, local elected officials, local agencies, other partner agencies, business, nonprofits, academia, neighboring counties or communities, and the general public have an opportunity to be involved in the planning process.
- C. Document efforts to include these partners and their participation.
- D. Develop an action plan for public involvement and comment during the plan development stage and prior to plan approval and document the process and results.
- E. Coordinate public involvement through any variety of tools, enough to achieve community involvement, such as surveys, educational briefings, press releases, informational postings on local websites, and public hearings. All public engagement activities will be conducted in a minimum of two languages: English and Spanish. The Consultant will collaborate closely with the City's Communications and Public Engagement team to maximize outreach by utilizing existing engagement opportunities and conducting surveys. This includes the use of public engagement and survey platforms already procured by the City.
- F. Clearly identify continuing or newly participating jurisdictions and special districts, including documenting how they met the minimum standard for participation. At a minimum, the following cities, towns, and special districts are anticipated to be participating jurisdictions (as defined by FEMA) in this multi-jurisdictional plan update:
  1. City of Georgetown including ETJ
- G. Thoroughly document and describe the planning process with emphasis on how the All-Hazards MAC Group reviewed and analyzed each section of the plan, and if each section was revised as part of the update process.

- H. Analyze existing capability by identifying, reviewing, and incorporating existing plans, studies, reports, and technical information into the planning process. This could include local comprehensive plans, local ordinances, Capital Improvement Plans (CIPs), warning systems, regional and community plans (including but not limited to Community Wildfire Protection Plan (CWPP) and Floodplain Management Plan), public education initiatives, local building codes and zoning ordinances, , and others.
- I. Utilize existing GIS information if needed for identified hazards and location of impacts and make corrections or updates of GIS information as necessary.
- J. Describe how the plan was maintained and implemented over the past 5 years.

## **PHASE 2: ASSESSING RISKS**

- A. Hazard Identification
  - 1. Provide updated or new descriptions of the natural, technological, and human-caused threats and hazards affecting each participating jurisdiction, as needed.
  - 2. Analyze how hazards vary across jurisdictions, if applicable.
  - 3. The effects of climate change on the risk must be described.
  - 4. Profiling Hazards per the FEMA Review Tool.
- B. Assessing Vulnerability
  - 1. Provide an overall summary for each jurisdiction's vulnerability to each hazard. As an example; rate the impact, as high, medium, or low and explain the rating system used and the process followed to achieve the ranking.
  - 2. For the jurisdiction, describe in general each hazard's impact on buildings, infrastructure, critical facilities, and the vulnerable population.
  - 3. Describe vulnerability in terms of types and numbers of National Flood Insurance Program (NFIP) repetitive loss properties located in the identified hazard areas.
  - 4. Include the most current FEMA Flood Insurance Rate Map (FIRM) in plan, if available.
  - 5. Based on available data, provide updated information on the vulnerability of existing and future buildings, infrastructure, and critical facilities for each jurisdiction. Specify the types and numbers of buildings, infrastructure, and critical facilities.
  - 6. Based on available data, provide estimated potential dollar losses to vulnerable structures, describing the methodology used to prepare the estimate.
  - 7. Based on available data, describe vulnerability in terms of land use and development trends.
  - 8. Based on available data, analyze the economic impacts from potential hazards.
- C. Capabilities Assessment
  - 1. Document each jurisdiction's existing authorities, policies, programs, and resources related to hazard mitigation, and its ability to expand on and improve these existing tools.
  - 2. Provide information on each jurisdiction's participation in the NFIP in terms of policies in force, total dollar amount for premiums, and any claims information. The mitigation strategy should identify, analyze, and prioritize action items related to continued compliance with the NFIP.

## **PHASE 3: DEVELOPING A MITIGATION STRATEGY**

- A. Update the mitigation goals and objectives to reduce or avoid hazard vulnerabilities, if needed. Explain changes in goals and objectives.

- B. The plan update must analyze previous action items to identify which were completed, deleted, or continued for the jurisdiction, and reasoning for those items not completed.
- C. Facilitate the identification and analysis of a comprehensive range of specific mitigation actions for each hazard, for the jurisdiction. Action items should reduce the effects on existing and new buildings and infrastructure. There must be identifiable action items for the jurisdiction seeking adoption of the plan.
- D. Action items will be prioritized based on evaluation criteria, such as the STAPLEE method as an example, which analyzes the social, technical, administrative, political, legal, economic, and environmental feasibility of proposed actions. This includes a cost-benefit statement.
- E. Develop an implementation strategy for identified actions that includes the action's priority (i.e. high, medium, or low), the lead party responsible for implementation, potential funding sources, and an implementation timeline for each proposed action item.

#### **PHASE 4: PLAN ADOPTION, MONITORING, AND EVALUATIONS**

- A. Describe the method and schedule for monitoring the plan, including progress on action items and the responsible department.
- B. Identify how, when, and by whom will the plan be evaluated.
- C. The updated plan must describe the process to incorporate the mitigation plan requirements into other local planning mechanisms for each jurisdiction, and how the previous mitigation plan elements were incorporated into the same.
- D. Develop and describe a strategy for continued public participation.
- E. A digital copy of the final draft HMP and completed FEMA Local Mitigation Plan Review Tool will be submitted to the Colorado Division of Homeland Security & Emergency Management (TDEM) Mitigation Section for submittal to FEMA prior to the grant performance period end date.
- F. After FEMA indicates the plan is Approvable Pending Adoption (APA), the plan will be adopted by the participating jurisdictions within three months.
- G. The resolution of adoption for all jurisdictions will be provided to the State (TDEM Mitigation Planning Section), and the State will provide adoptions to FEMA for final approval.
- H. A copy of the identified HMP Local Capabilities and Mitigation Actions will be provided to the TDEM Mitigation Section in an appropriate form for inclusion in the State Hazard Mitigation Plan (SHMP) database.

#### **Project Deliverables**

The successful Proposer will conduct the identified activities in accordance with all applicable State and Federal regulations and will adhere to the FEMA approved local Mitigation Plan Review Tool for local HMP development and plan updates. In addition, the plan will be aligned with the most current Texas State Hazard Mitigation Plan (SHMP).

The Consultant will be responsible for the following four primary stages:

1. Organizing Resources,
2. Assessing Risks,
3. Developing a Mitigation Strategy, and
4. Plan Adoption, Monitoring & Evaluation (process described within the plan).

Proposer will facilitate the planning process, identify the data requirements, conduct research, develop and facilitate the public input process, document the planning process, produce the draft and final plan document, and facilitate the plan adoption process.

The following electronic reports shall be submitted to the City:

1. Summary of Risk Analysis
2. Proposed Mitigation Strategies
3. Draft Hazard Mitigation Plan
4. Draft Letter of Adoption

All above report requirements under Section B, Project Deliverables, including updates from the City of Georgetown as requested.

### **Schedule**

Consultant shall complete all work no later than one hundred fifty (150) calendar days following execution of contract. Delivery dates and timelines can be adjusted by the city to accommodate unforeseen incidents/events impacting information deliverables and support capabilities.

### **EVALUATION and SUBMISSION REQUIREMENTS**

Proposals must be submitted electronically through the City's eBid portal. Proposers must be registered and approved to submit a response. To facilitate the review of the responses, respondents shall follow the described format.

#### **TAB A FIRM BACKGROUND**

1. Briefly introduce your company, including the number of years in business
2. Provide a summary of the administration, organization and staffing of your company, including multiple offices, if applicable
3. Include the same for any associate firm or sub-consultant

#### **TAB B EXPERIENCE AND QUALIFICATIONS**

1. Describe at least three (3) projects that are complementary in nature to this project.
2. Describe the experience of the Offeror in the last thirty-six (36) months in performing services of similar scope and size.
3. Identify the Project Manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
4. Provide an organizational chart indicating positions and name of the core management team that will undertake this engagement.

#### **TAB C METHODOLOGY AND TECHNICAL APPROACH**

1. Provide a narrative description of the Offeror's plan to accomplish the work and services to be provided to the City.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective and innovative manner.
4. Clearly identify materials and knowledge resources that the Offeror will need from the City to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.

6. Clearly distinguish the Offeror's duties and responsibilities and those of the City. Absence of this distinction shall mean the Offeror is assuming full responsibility for all tasks.

#### **TAB D COST**

1. Provide a detailed cost proposal broken down by task or phase. The City may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
2. Travel and other Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the successful Proposer has been selected and the scope of work finalized

#### **TAB E COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT**

A copy of the City's Standard Form of Agreement is attached as Exhibit I to this Solicitation. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Proposer is willing to execute the Agreement without modification.

#### **WEIGHTED CRITERIA**

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in the solicitation.

<b>Experience and Qualifications</b>	<b>30 points</b>
<b>Methodology and Technical Approach</b>	<b>30 points</b>
<b>Cost Proposal</b>	<b>40 point</b>

## CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived**. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.
2. **Supplement Provisions.** Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.
3. **City Terms Prevail.** In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms of this Agreement shall prevail.
4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this Agreement shall not exceed Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.
5. **Term.** This Agreement shall become effective on the date signed by the City. The initial term of the Agreement is through \_\_\_\_\_, with the option to renew for \_\_\_\_\_ (xxx) additional \_\_\_\_\_ (xxx) year terms on the same terms and conditions. Any renewal must be in writing and executed by the parties.
6. **Performance.** Consultant, its employees, associates, and/or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Consultant shall undertake the work and complete it in a timely manner and in accordance with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
7. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.
8. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and

endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

9. **INDEMNITY.** THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.
10. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.
11. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.
12. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.
13. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments



not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with this Agreement.

14. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.
15. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.
16. **Non-Appropriation.** This Agreement is a commitment of City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.
17. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

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Notice to the City:

City of Georgetown  
ATTN: City Manager  
P.O. Box 409  
Georgetown, Texas 78627  
\_\_\_\_\_  
@georgetown.org

With a copy to:

City of Georgetown  
ATTN: City Attorney  
P.O. Box 409  
Georgetown, Texas 78627  
\_\_\_\_\_  
@georgetown.org

18. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.
19. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.
20. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
21. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.
22. **Right to Audit.** The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

23. **Advertising and Publicity.** Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.
24. **Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.
25. **Consultant Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Consultant certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
26. **Consultant Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies Consultant is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
27. **Consultant Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
28. **Consultant Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Consultant certifies that either (1) Consultant is a sole proprietorship or company with fewer than ten (10) employees or (2) Consultant does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
29. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

30. **Survivability.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination and (b) the Indemnity and Release of Contractor sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for a period of twenty-four (24) months after such expiration or termination.
31. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.
32. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.
33. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.
34. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

#### **List of Exhibits**

- A. Scope of Services
- B. Supplemental Provisions
- C. Payment Schedule
- D. Insurance Requirements
- E. Certificates of Insurance

*[signatures on the following page]*

**CITY OF GEORGETOWN**

**CONSULTANT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Josh Schroeder, Mayor

Name, Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Robyn Densmore, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Skye Masson, City Attorney

**Exhibit A**  
**Scope of Services**

Exhibit A

**Exhibit B**  
**Supplemental Provisions**

Exhibit 1

## Exhibit C

### Payment Terms

[SELECT ONE OF FOLLOWING OPTIONS]:

Compensation is based on **actual** hours of work/time devoted to providing the described services. The Consultant will be paid at a rate of \$\_\_\_\_\_ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 1.03 of this Agreement (\$\_\_\_\_\_).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Expenses shall be reimbursed as follows:

[INSERT SPECIFIC PROVISION FOR EXPENSES]

-OR-

Payment is a fixed fee in the amount listed in Section 4 of this Agreement. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

[INSERT PAYMENT SCHEDULE HERE]



## Exhibit D

### Insurance Requirements

I. The Consultant agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
  - 1. The insurance company is licensed and authorized to do business in the State of Texas
  - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
  - 3. All endorsements and coverages are included according to the requirements of this Agreement
  - 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

B. The workers compensation insurance shall include the following terms:

1. Employer's Liability limits of \$1,000,000 for each accident is required.
2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

**VIII. Professional Liability requirements:**

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

**Exhibit E**

**Certificate of Insurance**

Exhibit 1