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COUNTY OF FORT BEND

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AGREEMENT FOR FEDERAL AND STATE LEVEL GRANT ADMINISTRATION AND APPLICATION SUPPORT FOR FORT BEND COUNTY

(Pursuant to RFP 19-041)

This Agreement ("Agreement") is made and entered into by and between Fort Bend County, Texas ("County"), a political subdivision of the state of Texas, and Tetra Tech, Inc., ("Tetra Tech"), a company authorized to conduct business in the State of Texas. County and Tetra Tech may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, County desires Tetra Tech to provide federal and state level grant administration and application support services (the “Services”) pursuant to County’s RFP 19-041; and

WHEREAS, County's RFP 19-041 is incorporated fully by reference for all purposes, as if set forth verbatim below; and

WHEREAS, Tetra Tech represents that it is qualified and desires to perform such Services for County; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Purpose.** The purpose of this Agreement is to outline the obligations related to Tetra Tech providing Services to the County pursuant to RFP 19-041.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
3. **Incorporated Documents.** The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performance by Tetra Tech in accordance with the terms of this Agreement. References to the terms “Agreement” in this Agreement shall include references to all exhibits attached hereto.
 - (a) Tetra Tech’s Proposal, dated February 8, 2024, (“Tetra Tech’s Proposal”), attached hereto as “Exhibit 1.”

4. Scope of Work.

- (a) Subject to this Agreement, Tetra Tech shall provide Services in accordance with the terms and provisions of the attached Exhibit 1, and in accordance with the terms and specifications of County's RFP 19-041 (collectively the "Scope of Work").
- (b) Section C of Exhibit 1 contains a Project Schedule concerning seven Tasks. The date range for all seven Task listed in Section C of Exhibit 1 is revised and is now extended to end no later than September 30, 2025. Tetra Tech will complete the tasks described in this Scope of Work within this time or within such additional time as may be extended by the County.
- (c) Any revisions made to the Scope of Work, including any requests for additional work to be performed, shall not proceed without the express written consent of County. Such revisions or additional work shall be provided in a written amendment to this Agreement and executed by both Parties before commencement.

5. Time of Performance.

- (a) The time for performance of the Scope of Work by Tetra Tech shall begin with receipt of a Notice to Proceed from County, and end no later than September 30, 2025. Tech will complete the tasks described in the Scope of Work within this time or within such additional time as may be extended by the County.

6. Compensation and Payment Terms.

- (a) Tetra Tech's fees for the Services shall be calculated at the rate(s) set forth in Tetra Tech's Proposal attached hereto as Exhibit 1. The Maximum Compensation to Tetra Tech for the Services performed under this Agreement is Seven Hundred Fifteen Thousand, Five Hundred Ninety Dollars and 00/100 (\$715,590.00). In no event shall the amount paid by County to Tetra Tech under this Agreement exceed said Maximum Compensation without an approved change order.
- (b) Tetra Tech understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in Tetra Tech's Proposal.
- (c) All performance of the Scope of Work by Tetra Tech, including any changes in the Scope of Work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by County.

- (d) Payment shall be made by County within thirty (30) days of receipt of invoice(s). Tetra Tech may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to any invoice submitted by Tetra Tech, County shall notify Tetra Tech no later than twenty-one (21) days after the date County receives the invoice(s). If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days.
7. **Limit of Appropriation.** Tetra Tech understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Work described in Section 4 above is Seven Hundred Fifteen Thousand, Five Hundred Ninety Dollars and 00/100 (\$715,590.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Tetra Tech clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seven Hundred Fifteen Thousand, Five Hundred Ninety Dollars and 00/100 (\$715,590.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Tetra Tech does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Tetra Tech may become entitled to and the total maximum sum that County may become liable to pay to Tetra Tech under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Seven Hundred Fifteen Thousand, Five Hundred Ninety Dollars and 00/100 (\$715,590.00).
8. **Non-appropriation.** Tetra Tech understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Tetra Tech in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
9. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Tetra Tech.
10. **Insurance.**
- (a) Prior to commencement of the Services, Tetra Tech shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Tetra Tech shall provide certified copies of insurance endorsements and/or policies if requested by County. Tetra Tech shall

maintain such insurance coverage from the time the Services commence until the Services are completed and shall provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Tetra Tech shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (1) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (2) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (3) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (4) Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - (5) Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- (b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Tetra Tech shall contain a waiver of subrogation in favor of County and the members of Commissioners Court.
- (c) If required coverage is written on a claims-made basis, Tetra Tech warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Agreement is completed.

- (d) Tetra Tech shall not commence any Services under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
 - (e) No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
 - (f) Approval of the insurance by County shall not relieve or decrease the liability of Tetra Tech.
11. **Indemnity.** Tetra Tech shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Tetra Tech, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Tetra Tech or any of Tetra Tech's agents, servants or employees.
- (a) Tetra Tech shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Tetra Tech in the defense of each matter.
 - (b) Tetra Tech's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
 - (c) In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Tetra Tech, Tetra Tech shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Tetra Tech are not at issue in the matter.
 - (d) Tetra Tech's indemnification shall cover, and Tetra Tech agrees to indemnify County, in the event County is found to have been negligent for having selected Tetra Tech to perform the Services described in this Agreement.
 - (e) The provision by Tetra Tech of insurance shall not limit the liability of Tetra Tech under this Agreement.

- (f) Tetra Tech shall cause all trade contractors and any other contractor who may have a contract to perform Services, including any construction or installation work, in the area where work will be performed under this Agreement, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Tetra Tech's operations. Such provisions shall be in form satisfactory to Fort Bend County.
 - (g) Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Tetra Tech and/or trade contractor providing such insurance.
12. **Public Information Act and Open Meetings Act.** Tetra Tech expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Tetra Tech for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Tetra Tech expressly marked as proprietary or confidential. County shall not be liable to Tetra Tech for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Tetra Tech further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.
- Tetra Tech expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to this Agreement.
13. **Compliance with Laws.** Tetra Tech shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. Tetra Tech understands and agrees that nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County. Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
14. **Confidential Information.** Tetra Tech acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Tetra Tech or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential

information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Tetra Tech shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Tetra Tech) publicly known or is contained in a publicly available document; (b) is rightfully in Tetra Tech's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Tetra Tech who can be shown to have had no access to the Confidential Information.

Tetra Tech agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Tetra Tech uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Tetra Tech shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Tetra Tech shall advise County immediately in the event Tetra Tech learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Tetra Tech will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Tetra Tech against any such person. Tetra Tech agrees that, except as directed by County, Tetra Tech will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Tetra Tech will promptly turn over to County all documents, papers, and other matter in Tetra Tech's possession which embody Confidential Information.

Tetra Tech acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Tetra Tech acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Tetra Tech in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

15. **Independent Contractor.** In the performance of work or Services hereunder, Tetra Tech shall be deemed an independent Contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Tetra Tech. Tetra Tech and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
16. **Use of Customer Name.** Tetra Tech may use County's name without County's prior written consent only in Tetra Tech's customer lists. Any other use of County's name by Tetra Tech must have the prior written consent of County.
17. **Personnel.** Tetra Tech represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Tetra Tech shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Tetra Tech shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Tetra Tech or agent of Tetra Tech who, in County's opinion, is incompetent or by his conduct become detrimental to providing work or Services for the County pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services.

When performing Services for County, Tetra Tech shall comply with, and will require that all Tetra Tech's Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Tetra Tech in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

18. **Inspection of Books and Records.** Tetra Tech shall permit County, or any duly authorized agent of County, to inspect and examine the books and records of Tetra Tech for the purpose of verifying the amount of work performed under the Scope of Work and for verifying compliance with the terms of this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of five (4) years.
19. **Termination.**
 - (a) **Termination for Convenience.** County may terminate this Agreement at any time upon thirty (30) days written notice.

- (b) Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (1). If Tetra Tech fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing; or
 - (2). If Tetra Tech materially breaches any of the covenants or terms and conditions set forth in this Agreement, or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - (c) If, after termination, it is determined for any reason whatsoever that Tetra Tech was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 19(a) above.
 - (d) Upon termination of this Agreement, County shall compensate Tetra Tech in accordance with § 6, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Tetra Tech's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 6 above.
 - (e) If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Tetra Tech. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
 - (f) Upon termination of this Agreement for any reason, if Tetra Tech has any property in its possession belonging to County, Tetra Tech will account for the same, and dispose of it in the manner the County directs.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event but no later than ten (10) calendar days, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; failure of any governmental agency to act in a timely manner; the discovery of any hazardous substance or differing and unforeseeable site conditions; and any other inability of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment and Delegation.** Tetra Tech may not assign this Agreement to another party without the prior written consent of County's Commissioners' Court. Neither Party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.
22. **Successors and Assigns Bound.** County and Tetra Tech each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Tetra Tech release any material or information developed or received during the performance of Services hereunder unless Tetra Tech obtains the express written approval of County or is required to do so by law.
24. **Notices.**
 - (a) Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
 - (b) Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

If to County: Fort Bend County Purchasing Department
Attn: Purchasing Agent
301 Jackson Street, Suite 201
Richmond, Texas 77469

And Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Tetra Tech: Tetra Tech, Inc.
Attn: Contracts Department
1500 CityWest Boulevard
Houston, Texas 77042

- (c) A Notice is effective only if the party giving or making the Notice has complied with subsections 25(a) and 25(b) and if the addressee has received the Notice. A Notice is deemed received as follows:
- (1) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - (2) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.
25. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentations materials, etc., developed by Tetra Tech as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 6 for work performed. Tetra Tech will promptly furnish all such data and material to County on request.
26. **Performance Representation.** Tetra Tech represents to County that Tetra Tech has the skill and knowledge ordinarily possess by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Tetra Tech will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards. Tetra Tech warrants that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit, and County's RFP 19-041.
27. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Unless specifically provided in this Agreement, any change to the terms of this Agreement, or any attached Exhibits shall be in writing and signed by each Party. **IT IS ACKNOWLEDGED BY TETRA TECH THAT NO OFFICER, AGENT EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS THERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**

28. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
29. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the Parties.
30. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
31. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
32. **Conflict.** In the event there is a conflict between this Agreement and the attached Exhibits, this Agreement will control to the extent of the conflict. In the event there is a conflict between County's RFP 19-041, and Tetra Tech's Proposal, February 8, 2024, then County's RFP 19-041 will control to the extent of the conflict.
33. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas. County does not agree to submit disputes arising out of the Agreement to binding arbitration. County does not agree to pay any and/or all attorney fees incurred by Tetra Tech in any way associated with the Agreement.
34. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Tetra Tech hereby verifies that Tetra Tech and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Tetra Tech does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Tetra Tech does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Tetra Tech does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
35. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, TETRA TECH ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
36. **Further Assurances.** Each Party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the Parties contained in this contract, and each Party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other Party to this Agreement.
37. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
38. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
39. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has

the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, and intending to be legally bound, County and Tetra Tech hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS

TETRA TECH, INC.

KP George, County Judge


Authorized Agent – Signature

Date

Jonathan Burgiel
Authorized Agent- Printed Name

ATTEST:

Business Unit President
Title

Laura Richard, County Clerk

11/27/2024
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit 1: Tetra Tech's Proposal, dated February 8, 2024

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EXHIBIT 1

(Tetra Tech's Proposal Follows Behind)

Proposal to Fort Bend County, TX for Fiscal Year 2024 Federal and State Level Grant Administration and Application Support

Submitted to:

Mr. Ed Sturdivant
County Auditor
Fort Bend County
ed.sturdivant@fortbendcountytexas.gov

Ms. Jaime Kovar
Purchasing Agent
Fort Bend County
jaime.kovar@fortbendcountytexas.gov

Submitted by:

Technical representative:
Mr. Christina Hendrick
1500 CityWest Boulevard
Houston, TX 77042
(281) 733-8623
christina.hendrick@tetrattech.com

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
(407) 803-2551
betty.kamara@tetrattech.com

A. INTRODUCTION

In response to the pressing challenges posed by climate change and the increasing frequency of natural hazards, a suite of federal grant programs has been established, extending financial support to states, U.S. territories, federally recognized tribal governments, and local communities for strategic hazard mitigation initiatives. These programs underscore the imperative for proactive measures that not only address acute extreme weather events but also navigate the complexities of chronic stressors anticipated to escalate in the future.

Tetra Tech is committed to support the County with navigating the intricate landscape of hazard mitigation by formulating meticulous grant applications. These applications are meticulously tailored to align with the unique requirements of Federal and State Grant Programs. Our strategic approach focuses on securing funding for pivotal projects identified in Fort Bend County's proposed project list, as well as those that may emerge in the dynamic landscape of the first and second quarters of 2024.

The synergy between Tetra Tech's expertise and the diverse grant programs available positions us to address the critical projects outlined in Fort Bend County's strategic plan. We recognize the importance of resilience and disaster mitigation efforts in fostering sustainable communities, and we are dedicated to maximizing funding opportunities to support initiatives that contribute to the overall well-being and preparedness of Fort Bend County.

By leveraging these opportunities, we aim to secure funding for the following projects that are integral to the resilience and disaster mitigation efforts in Fort Bend County:

Project Description	Estimated Project Cost
Upper Brooks Branch Upstream of Pink Taylor Run Road	\$2,500,000
Mustang Bayou eastern Fort Bend County	\$10,000,000
Upper Fairchild Creek Upstream of FM 360	\$10,000,000
Upper Chocolate Bayou Watershed Improvements	\$15,000,000
City of Orchard Regional Detention	\$8,000,000
Improvements within the Upper Watershed of Ditch II-B-6 (upstream of Highway 36)	\$10,000,000
Improvements within the Upper Watershed of Ditch II-B-10-b (upstream of Highway	\$10,000,000
Jones Creek Overflow to the Brazos Upstream of FM 359 and west of FM 723	\$50,000,000
Gapps Slough Drainage Improvements	\$20,000,000
Woods Edge/S. McCrary Road area Drainage Improvements	\$20,000,000
Drainage Improvements to Andrus Creek in vicinity of Rolling Oaks Subdivision	\$25,000,000
Drainage Improvements within Ditch II-B-7	\$10,000,000
Drainage Improvements within Ditch II-B-9 watershed	\$10,000,000
Flood Plain Mapping Project	\$3,500,000
Bridge Mitigation	\$320,000
Mitigation Bank (Planning/Design)	\$1,200,000
	\$202,000,000

Our strategy involves tailoring each project application to the specific requirements of grant programs, such as:

- **Pre-Disaster Mitigation (PDM) Program:** Mitigating hazards and reducing disaster risks associated with the identified projects.
- **Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program:** Implementing emergency recovery measures for communities affected by natural disasters.
- **WaterSMART Grants:** Supporting water and energy efficiency, conservation, and water management projects.
- **Transportation Investment Generating Economic Recovery (TIGER) Grants:** Backing innovative transportation projects, potentially incorporating resilience and mitigation efforts.
- **Federal Lands Access Program (FLAP):** Improving access to, or within, federal lands for specified projects.
- **Environmental Protection Agency (EPA) Urban Waters Small Grants:** Enhancing water quality, availability, and resilience in urban areas for relevant projects.
- **Community Rating System (CRS) of the National Flood Insurance Program:** Incentivizing communities to surpass floodplain management requirements and reduce flood insurance premiums.
- **Federal Transit Administration (FTA) Grants:** Providing funding for transit-related projects that enhance resilience and reduce vulnerability to natural disasters.
- **National Oceanic and Atmospheric Administration (NOAA) Coastal Resilience Grants:** Supporting projects that enhance coastal communities' resilience to extreme weather events and climate-related hazards.
- **Safe Routes to School (SRTS) Program:** Allocating funds for projects that improve walking and biking infrastructure around schools, potentially contributing to community resilience.
- **Flood Mitigation Assistance (FMA) Program:** Aiding in flood mitigation projects as administered by FEMA.
- **Building Resilient Infrastructure and Communities (BRIC) Program:** Focusing on reducing disaster risk and promoting resilient infrastructure.
- **Additional grant programs that may be made available in 2024.**

This flexible and tailored approach not only aligns with the specific needs of Fort Bend County but maximizes the likelihood of securing funding from multiple sources. We are committed to ensuring that these vital projects receive the financial support they deserve, contributing to the overall safety and well-being of Fort Bend County.

The County wishes to submit applications for critical infrastructure, flood control, and drainage improvement projects.

B. SCOPE OF WORK

Tetra Tech's goal will be to prepare grant applications utilizing the data collected, as well as additional technical data collected in this phase to completed grants for funding consideration by the State of Texas and Federal stakeholders. This will also include providing the County with support through programmatic RFI and review phases. The following tasks will be performed to achieve this goal:

Task 1 – Preliminary Project Assessment:

Subtask 1.1: Conduct a review of Fort Bend County's 2024 project list, identifying key project details, objectives, and potential eligibility for various grant programs.

Subtask 1.2: Engage with Fort Bend County officials to gain insights into community priorities, vulnerabilities, and specific project requirements.

Task 2 – Application Development:

Subtask 2.1: Utilize the collected data to prepare grant applications for key projects, aligning each application with the eligibility criteria of relevant Federal and State Grant Programs.

Subtask 2.2: Conduct a Benefit Cost Analysis (BCA) to demonstrate the economic viability and benefits of each proposed project.

Subtask 2.3: Perform a Cost Reasonableness Analysis to verify that project costs are justified and in line with industry standards.

Subtask 2.4: Develop a Project Cost Estimation, providing accurate financial projections for the proposed projects.

Subtask 2.5: Craft a detailed Scope of Work for each project, outlining key activities, milestones, and deliverables.

Subtask 2.6: Evaluate the cost-effectiveness of various strategies and recommend optimal approaches.

Task 3 – Quality Control/Quality Assurance (QC/QA):

Subtask 3.1: Implement a rigorous QC/QA process for each grant application, ensuring accuracy, completeness, and adherence to grant program requirements.

Subtask 3.2: Conduct a peer review within the Tetra Tech team to assess the quality and consistency of the applications.

Subtask 3.3: Review for compliance with specific guidelines outlined by each grant program.

Subtask 3.4: Establish a standardized checklist to verify adherence to program-specific requirements.

Task 4 – GIS and Mapping Development:

Subtask 4.1: Employ Geographic Information System (GIS) tools to create detailed maps illustrating project locations, environmental factors, and community demographics.

Subtask 4.2: Integrate GIS data into the grant applications to enhance visual representation and support project justifications.

Subtask 4.3: Conduct spatial analysis to identify potential geographic correlations between hazard events and project locations.

Subtask 4.4: Utilize GIS tools to visualize and communicate the spatial aspects of the proposed mitigation measures.

Subtask 4.5: Develop detailed maps to be included in grant applications, illustrating project locations, affected areas, and proposed infrastructure improvements.

Subtask 4.6: Review that mapping documentation complies with the mapping standards set by each grant program.

Task 5 – Pre-Award Requests for Information (RFI's):

Subtask 5.1: Anticipate potential questions or concerns from grant program administrators.

Subtask 5.2: Develop and informative responses to address pre-award RFIs and enhance the competitiveness of the grant applications.

Task 6 – Collaboration with Fort Bend County Officials:

Subtask 6.1: Foster a collaborative relationship with Fort Bend County officials throughout the application development process.

Subtask 6.2: Conduct regular progress meetings to gather feedback, address concerns, and collect feedback for alignment with community priorities.

Task 7 – Post Award Support and RFI Responses: *Provide ongoing support and address Request for Information (RFI) from State and Federal entities following the successful award of grants.*

Subtask 7.1 - Award Acceptance and Coordination:

- Facilitate the acceptance of awarded grants, ensuring compliance with terms and conditions.
- Initiate coordination efforts with Fort Bend County officials, relevant contractors, and stakeholders to kickstart project implementation.
- Assist in meeting reporting requirements and compliance standards outlined by grant programs.
- Provide support for the successful grants in implementing the approved projects.

Subtask 7.2 - Continuous Communication:

- Establish and maintain open lines of communication with State and Federal entities to address post-award queries or clarifications.
- Act as a liaison between Tetra Tech and grant program administrators to foster collaboration and information exchange.

Subtask 7.3 - RFI Responses:

- Develop detailed responses to RFIs received from State and Federal entities during the post-award phase.
- Prepare responses that are timely and aligned with the requirements of the grant programs.

Subtask 7.4 - Modifications and Amendments:

- Monitor the progress of awarded projects and identify necessary modifications or amendments to the grant agreements.
- Collaborate with Fort Bend County officials and grant program administrators to implement changes while maintaining compliance.

C. PROJECT SCHEDULE

Tetra Tech will work with County to determine if the delivery schedule below is appropriate given County's priorities and operational considerations. These dates may vary on a project-by-project basis and overall as priorities from the County are considered and due to potential changes to the timeline of State and Federal stakeholders.

Task 1 – Application Development:

- **February 2024 – November 2024:**
 - Initial project identification and prioritization based on known grant programs with early release schedules.
 - Begin data collection and analysis for projects that align with early program requirements.
- **March 2024 – December 2024:**
 - Continue refining applications based on additional grant programs opening during this period.
 - Conduct Benefit Cost Analysis (BCA) and finalize project prioritization.

Task 2 – Application QC/QA:

- **May 2024 - December 2024:**
 - Initiate QC/QA processes for grant applications submitted during the early release periods.
 - Conduct internal reviews and verification for compliance.
- **June 2024 – December 2024:**
 - Extend QC/QA processes to applications submitted for grant programs opening in this timeframe.
 - Address issues identified during internal reviews.

Task 3 – Pre-Award RFI's:

- **July 2024 - December 2024:**
 - Prepare and submit RFIs for grant programs with application periods opening during this timeframe.
 - Engage in proactive communication with program administrators.
 - Continue responding to RFIs for programs opening later in the year.
 - Address additional clarification requests.

Task 4 – Cost Reasonableness Analysis and Project Cost Estimation:

- **March 2024 - December 2024:**
 - Conduct Cost Reasonableness Analysis for projects associated with grant programs opening in early 2024 (ongoing).
 - Develop detailed project cost estimations based on program-specific requirements.

Task 5 – Scope of Work Development:

- **April 2024 – October 2024:**
 - Develop detailed scopes of work for projects associated with grant programs opening in early 2024.
 - Scope alignment with program goals and requirements.

Task 6 – GIS and Mapping Development:

- **March 2024 - September 2024:**
 - Initiate GIS and mapping development for projects associated with grant programs with early 2025 deadlines.

- Spatial analysis and mapping documentation meet program standards.

Task 7 – Post Award Support and RFI Responses:

- **January 2025 - August 2025:**
 - Provide post-award support for projects funded through early 2025 grant programs.
 - Address RFIs received during this period.
- **July 2025 - October 2025:**
 - Extend post-award support for projects funded through programs opening in mid-2025.
 - Continue addressing RFIs and facilitating communication with State and Federal entities.

**This methodology allows for a more adaptable timeline that considers the staggered release of different grant programs throughout the year, ensuring that each task is aligned with the specific requirements and timelines of the relevant funding opportunities. Adjustments can be made based on the actual release dates of grant programs and the specific needs of each project.*

D. PROJECT COST

The proposed estimated budget of **\$715,590.00** is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech. The fee for services under this task order will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates as set forth in the Professional Services Agreement for Disaster Recovery and Consulting Services between the County and Tetra Tech, Contract #RFP-19-041. Table 1 shows the estimated cost breakdown by Task. Table 2 outlines the anticipated staff positions and level of effort for these services.

Table 1: Estimated Cost Breakdown by Task [1] [2]

Project Task	Estimated Amount
Task 1: Application Development	\$181,965.00
Task 2: Application QC/QA	\$84,110.00
Task 3: Pre-Award RFI's	\$113,515.00
Task 4: Cost Reasonableness Analysis/Project Cost Estimation	\$105,705.00
Task 5: Scope of Work Development	\$120,815.00
Task 6: GIS and Mapping Development	\$64,190.00
Task 7: Post Award Grant Management Support and RFI Responses	\$45,290.00
Estimated Total	\$715,590.00

Table 2: Estimated Cost Breakdown by Labor Category [1][2]

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Consultant III	\$120.00	2205	\$264,600.00
Senior Project Manager/Consultant	\$135.00	1047	\$141,345.00
Senior Program Manager	\$155.00	1315	\$203,825.00
Subject Matter Expert	\$220.00	481	\$105,820.00
Estimated Total			\$715,590.00

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one deliverable and more hours within another deliverable.

E. ASSUMPTIONS

This proposed budget is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Remote Application Development.** Other than presenting at the public meetings, it is anticipated that the majority of the application development will be conducted remotely. This will require some assistance from the County when it is necessary to obtain or remit hard copies of grant documentation.
- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Project Costs.** The costs identified in this proposal are based upon Tetra Tech's estimate on the LOE for each task. Invoiced costs will be based on actual work performed.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within 5 business days of the request from Tetra Tech.
- **Federal/TDEM/other Grantees Requests.** The County will forward requests from FEMA, TDEM, or other Grantees within 48 hours of receiving the requests. Tetra Tech will respond to FEMA, TDEM, or other Grantees requests on behalf of the County as directed.
- **Ineligible Work.** Tetra Tech cannot make eligibility determinations. Only the federal grant can do this under the federal programs.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Invoicing/ Payment.** The County will be invoiced monthly in accordance with the Contract. Payment terms are Net 30 days in accordance with the Contract.
- **Post Award Program Management and Closeout Services.** This proposal does not include support for Post-Award Program Management and Closeout of awarded grant funds. If the County requires support with these once funds are awarded Tetra Tech will work in good faith with the County to prepare an additional scope and estimate for these tasks.
- **Proposal.** This proposal is based on our current understanding of the project, and revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the County. The final approved proposal will be part of the awarded Task Order/Purchase Order by reference or incorporated as an exhibit.