



**GRANT COMPLIANCE MONITORING SERVICES CONTRACT
TEXAS DIVISION OF EMERGENCY MANAGEMENT
AUSTIN, TEXAS**

Vendor: <i>Horne LLP 1210 San Antonio Street, Suite 201 Austin, TX 78701</i> <i>Jill Compton Jillian.Compton@hornellp.com</i>

Billing Address: Texas Division of Emergency Management TDEM Fiscal Office 1033 La Posada Dr. Austin, TX 78761 <i>Send Invoices to: invoices@tamu.edu</i>

This Contract shall be effective as of February 3, 2020 and pertains to all grant compliance monitoring services requested by TDEM.

This document is **NOT** considered a start work order. Individual orders and/or requests for services as a result of this Contract shall be requested on an as needed basis.

1. Vendor shall provide services as designated on attached specifications, terms and conditions as stated in Request for Qualifications #TDEM-20-0001, and any addenda thereto, are all made a part hereof and collectively evidence and constitute TDEM AggieBuy Contract # **C2020-1557**.
2. Delivery Information:

Texas Division of Emergency Management Attn: Steve Cottle <i>Stephen.Cottle@tdem.texas.gov</i> 512-424-2488

3. Payment shall be made within thirty (30) days after acceptance of services and receipt of invoice, whichever is later. Vendor shall submit one copy of an itemized invoice referencing the AggieBuy Contract number and any departmental issued purchase order number. Owner will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of services and an uncontested invoice.

This Contract includes two basic types of services to be provided: Project-related work (compliance monitoring or review of Public Assistance (PA), Fire Management Assistance Grant (FMAG), Pre-Disaster Mitigation (PDM) and Hazard Mitigation (HM) projects) and special assignments, which could include training development and provision, policy and procedure development, and other tasks as assigned.

For project-related work, the percentage rate below is all-inclusive – labor, travel, overhead, etc. However, while the budget for project-related work is a flat percentage rate, Vendor must provide all back-up documentation for the work in compliance with FEMA’s requirements for Direct Administrative Costs and for State Management Costs.

New Large PA Projects	4.50%
New Small PA Projects	4.50%
Existing Continuously Monitored PA Projects	5.50%
New HM Projects	4.50%
Existing Continuously Monitored HM Projects	5.50%
Existing Compliance Review Projects (PA and HM), new and already in progress	4.00%

Partner	\$351.00
Manager (Senior)	\$315.00
Manager	\$250.00
Supervisor	\$225.00
Senior Grant Coordinator	\$150.00
Junior Grant Coordinator	\$130.00
Accounting Technician	\$120.00
Administrative Assistant	\$55.00
Subject Matter Expert	\$235.00
Senior Emergency Management Consultant	\$215.00
Emergency Management Consultant	\$190.00
Financial Grant Specialist	\$175.00
Project Technician	\$105.00

Project budgets will not increase or decrease in response to future adjustments to project values. Vendor may request consideration of recalculation of the project budget when there is a significant change in project value.

No other expenses will routinely be charged; any overhead, profits, or other administrative expenses must be included in the hourly rates as shown in Exhibit J.10, Pricing Schedule. Vendor must not invoice for amounts greater than those identified above.

For Special Assignments, TDEM will pay the Vendor on a fixed fee basis negotiated between TDEM and the Vendor, but subject to final approval by TDEM. This fixed fee must include overhead, travel, and any other ancillary costs.

4. Term: The term of this Contract shall be from February 3, 2020 through August 31, 2020. This Contract may be renewed with three optional one year renewal periods; Option Period One (September 1, 2020 through August 31, 2021); Option Period Two (September 1, 2021 through August 31, 2022); and Option Period Three (September 1, 2022 through August 31, 2023) if mutually agreed to in writing by both parties.
5. Insurance: Vendor shall provide the TDEM Purchasing Agent listed below certificates of insurance as required in the specifications prior to performing work on campus.

6. Changes: Any changes to the Contract must be made in writing by the Texas Division of Emergency Management Purchasing Agent as listed below.
7. Tax Exemption: The State of Texas is exempt from all Federal Excise Taxes. Texas Division of Emergency Management is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M.
8. The laws of the State of Texas shall govern this Contract.

Mary Williams, CTPM, C.P.M.
Phone – 979-458-7434
me-williams@tamu.edu

By: Mary Williams
Purchasing Agent for TDEM